

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM538425

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AXLETECH INTERNATIONAL IP HOLDINGS, LLC		08/23/2019	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent		
<b>Street Address:</b>	10 SOUTH DEARBORN		
<b>City:</b>	CHICAGO		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 18</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	87876881	A	
Serial Number:	85001525	5G	
Serial Number:	77671902	AT	
Serial Number:	77414920	AXLETECH	
Serial Number:	76397467	AXLETECH INTERNATIONAL	
Serial Number:	73278038	DURA-DISC	
Serial Number:	87955048	EISAS	
Serial Number:	88017928	G	
Serial Number:	77826445	ISAS	
Serial Number:	87367080	LIGHTNING	
Serial Number:	77481528	OFFHIGHWAYPLUS	
Serial Number:	88145249	STEALTH	
Serial Number:	77606027	TORQ-LINE	
Serial Number:	85796927	TRUCK TRAILER TRANSIT	
Serial Number:	86895195	TTT	
Serial Number:	86867540	TTT TRUCK TRAILER TRANSIT	
Serial Number:	85523745	US GEAR	
Serial Number:	76403300	XTL	

CH \$465.00 87876881

**CORRESPONDENCE DATA****Fax Number:** 2149813400

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 214-981-3483**Email:** dclark@sidley.com**Correspondent Name:** Dusan Clark, Esq.**Address Line 1:** Sidley Austin LLP**Address Line 2:** 2021 McKinney Ave., Suite 2000**Address Line 4:** Dallas, TEXAS 75201

<b>ATTORNEY DOCKET NUMBER:</b>	36084-33470
<b>NAME OF SUBMITTER:</b>	Dusan Clark
<b>SIGNATURE:</b>	/Dusan Clark/
<b>DATE SIGNED:</b>	08/27/2019

**Total Attachments: 6**

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**CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 23, 2019 by and from AXLETECH INTERNATIONAL IP HOLDINGS, LLC, a Delaware limited liability company ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Holders of Secured Obligations (in such capacities, "Grantee").

WHEREAS, Meritor, Inc., an Indiana corporation ("Company"), ArvinMeritor Finance Ireland Unlimited Company, a company organized under the laws of Ireland, the financial institutions from time to time parties thereto as Lenders and Grantee have entered into that certain Fourth Amended and Restated Credit Agreement, dated as of June 7, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, certain Subsidiaries of Company (collectively, "Guarantors") have guaranteed the repayment of the Secured Obligations pursuant to a Third Amended and Restated Subsidiary Guaranty, dated as of March 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Subsidiary Guaranty").

WHEREAS, Company, certain Subsidiaries of Company and Grantee have entered into a Third Amended and Restated Pledge and Security Agreement, dated as of March 31, 2017 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement").

WHEREAS, Grantor owns the trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Pledge and Security Agreement to Grantee for the benefit of the Holders of Secured Obligations. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Pledge and Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Subsidiary Guaranty. Upon the payment in full of all Secured Obligations, Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Grantor all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Pledge and Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

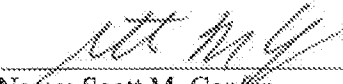
3) Counterparts. This Confirmatory Grant may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

4) Governing Law. This Confirmatory Grant and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

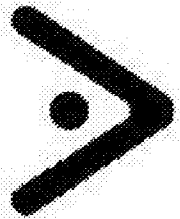
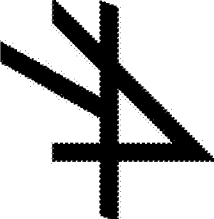
AXLETECH INTERNATIONAL IP HOLDINGS, LLC,  
as Grantor


By:   
Name: Scott M. Confer  
Title: Vice President




CONFIRMATORY GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS

EXHIBIT A

SCHEDULE OF TRADEMARKS

Mark	Application No./ Application Date	Registration Number/ Registration Date
A 	87876881 13-APR-2018	Pending
5G  5G	85001525 30-MAR-2010	4339068 21-MAY-2013
AT  	77671902 17-FEB-2009	3698138 20-OCT-2009
AXLETECH  Axletech	77414920 06-MAR-2008	3697522 20-OCT-2009

Mark	Application No./ Application Date	Registration Number/ Registration Date
AXLETECH INTERNATIONAL	76397467 17-APR-2002	2867334 27-JUL-2004
DURA-DISC DURA-DISC	73278038 15-SEP-1980	1183678 29-DEC-1981
EISAS	87955048 8-JUN-2018	Pending
G 	88017928 27-JUN-2018	5612058 20-NOV-2018
ISAS ISAS	77826445 15-SEP-2009	3784049 04-MAY-2010
LIGHTNING LIGHTNING	87367080 10-MAR-2017	5306066 10-OCT-2017
OFFHIGHWAYPLUS OFFHIGHWAYPLUS	77481528 22-MAY-2008	3550141 23-DEC-2008
STEALTH	88145249	Pending

Mark	Application No./ Application Date	Registration Number/ Registration Date
	5-OCT-2018	
TORQ-LINE TORQ-LINE	77606027 03-NOV-2008	3724512 15-DEC-2009
TRUCK-TRAILER-TRANSIT  TRUCK-TRAILER-TRANSIT	85796927 06-DEC-2012	4483556 18-FEB-2014
TTT  TTT	86895195 02-FEB-2016	5187749 18-APR-2017
TTT TRUCK TRAILER TRANSIT  TTT TRUCK TRAILER TRANSIT	86867540 06-JAN-2016	5182724 11-APR-2017
US GEAR 	85523745 24-JAN-2012	4388911 20-AUG-2013
XTL	76403300 02-MAY-2002	3171813 14-NOV-2006

TRADEMARK

REEL: 006730 FRAME: 0806

RECORDED: 08/27/2019