

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM539395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT SUPPLEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FAIRFIELD MANUFACTURING COMPANY, INC.		08/30/2019	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	388 GREENWICH STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4350598	FAIRFIELD	
Registration Number:	4350599	FAIRFIELD	
Registration Number:	0831396	FMC	
Registration Number:	1324068	TORQUE HUB	
Registration Number:	0949279	TORQUE-HUB	
CORRESPONDENCE DATA			
Fax Number:	6508385109		
<i>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.</i>			
Phone:	650-838-3743		
Email:	jlik@shearman.com		
Correspondent Name:	SOPHIE ZANDER		
Address Line 1:	599 Lexington Avenue		
Address Line 2:	Shearman & Sterling LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	48/631		
NAME OF SUBMITTER:	SOPHIE ZANDER		
SIGNATURE:	/SOPHIE ZANDER/		

CH \$140.00 4350598

DATE SIGNED:	09/04/2019
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Total Attachments: 4

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK SUPPLEMENT

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK SUPPLEMENT (this "*Notice of Grant of Security Interest in Trademark Supplement*") dated August 30, 2019, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of CITIBANK, N.A., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Dana Holding Corporation, a Delaware corporation, and the Guarantors (as defined in the Credit Agreement referred to below) have entered into a Revolving Credit and Guaranty Agreement, dated as of June 9, 2016 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with CITIBANK, N.A., as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, pursuant to the Credit Agreement, the Grantor and certain other Persons have executed and delivered that certain Revolving Facility Security Agreement, dated June 9, 2016, made by the Grantor and such other Persons to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Revolving Facility Security Agreement*").

WHEREAS, under the terms of the Revolving Facility Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Additional Collateral (as defined in Section 1 below) of the Grantor and has agreed as a condition thereof to execute this Notice of Grant of Security Interest in Trademark Supplement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to the following (the "*Additional Collateral*"):

(a) the United States trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications until the earlier of (x) the filing of a statement of use therefore or (y) the issuance of a registration thereon, together with the goodwill symbolized thereby) (the "*Trademarks*");

(b) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(c) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the

foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(d) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the foregoing or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Additional Collateral by the Grantor under this Notice of Grant of Security Interest in Trademark Supplement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks record this Notice of Grant of Security Interest in Trademark Supplement.

SECTION 4. Grants, Rights and Remedies. This Notice of Grant of Security Interest in Trademark Supplement has been entered into in conjunction with the provisions of the Revolving Facility Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Additional Collateral are more fully set forth in the Revolving Facility Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict with the terms of this Notice of Grant of Security Interest in Trademark Supplement and the Revolving Facility Security Agreement, the terms of the Revolving Facility Security Agreement shall control.

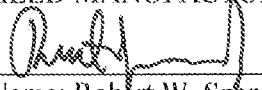
SECTION 5. Termination. This Notice of Grant of Security Interest in Trademark Supplement shall terminate concurrently with the termination of the Revolving Facility Security Agreement in accordance with the terms thereof.

SECTION 6. Governing Law. This Notice of Grant of Security Interest in Trademark Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Notice of Grant of Security Interest in Trademark to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FAIRFIELD MANUFACTURING COMPANY, INC.

By .
Name: Robert W. Spencer, Jr.
Title: Secretary

Address for Notices:
Fairfield Manufacturing Company, Inc.
2309 Concord Road
Lafayette, IN 47909
Attention: Timothy R. Kraus

Schedule A

Trademarks

<u>Mark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Issue Date</u>
FAIRFIELD	US	4350598	85262167	3-9-2011	6-11-2013
FAIRFIELD	US	4350599	85262209	3-9-2011	6-11-2013
FMC	US	0831396	72233090	11-22-1965	7-4-1967
TORQUE HUB	US	1324068	73436737	7-28-1983	3-12-1985
TORQUE-HUB	US	0949279	72379105	12-18-1970	12-26-1972