

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM543328

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Tower Automotive Operations USA I, LLC		09/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Bank USA, as Collateral Agent		
Street Address:	30 Hudson Street		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4547905	TOWER INTERNATIONAL	
Registration Number:	4009410	TOWER INTERNATIONAL	
Registration Number:	4009414	TOWER INTERNATIONAL	
Registration Number:	2411705	TOWER AUTOMOTIVE	
CORRESPONDENCE DATA			
Fax Number:			
	<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:	800-494-5225		
Email:	ipteam@coagencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Vermont Ave NW, Ste 1130		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1135722 TM B		
NAME OF SUBMITTER:	Junney Kang		
SIGNATURE:	/Junney Kang/		
DATE SIGNED:	10/01/2019		
Total Attachments: 5			

OP \$115.00 4547905

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Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of September 30, 2019 (this “Notice”), made by Tower Automotive Operations USA I, LLC, a Delaware limited liability company (the “Pledgor”), in favor of GOLDMAN SACHS BANK USA, as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement (2019 Term Loan), dated as of September 30, 2019 (as amended, restated, supplemented, replaced or otherwise modified from time to time, the “**Collateral Agreement**”), among Autokiniton US Holdings, Inc. (the “**Borrower**”), each Subsidiary of the Borrower from time to time party thereto (each, a “**Subsidiary Loan Party**” and collectively, the “**Subsidiary Loan Parties**”), the Lenders party thereto from time to time, Goldman Sachs Bank USA, as collateral agent (together with its successors and assigns in such capacity, the “**Collateral Agent**”), for the Secured Parties (as defined therein). The parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Notice and not otherwise defined herein have the meanings specified in the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Notice.

SECTION 2. **Grant of Security Interest.** As security for the payment and performance, as applicable, in full of the Secured Obligations, the Pledgor pursuant to the Collateral Agreement did, and hereby does, grant and pledge to the Collateral Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all of the Pledgor’s right, title and interest in, to and under any and all of the following assets now owned or at any time hereafter acquired by the Pledgor or in which the Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, but excluding any Excluded Property, the “Trademark Collateral”) all Trademarks, including those listed on Schedule I;

provided, however, that the foregoing pledge, assignment and grant of security interest will not cover any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 3. **Collateral Agreement.** The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Notice and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this


Notice by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

SECTION 5. Governing Law. THIS NOTICE AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS NOTICE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS NOTICE SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY PRINCIPLE OF CONFLICTS OF LAW THAT COULD REQUIRE THE APPLICATION OF ANY OTHER LAW.

[Signature Pages Follow]

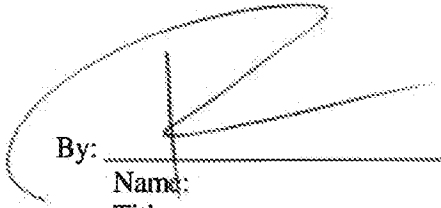
IN WITNESS WHEREOF, the parties hereto have duly executed this Notice as of the day and year first above written.

Tower Automotive Operations USA I, LLC, as a
Pledgor

By: 
Name: George Thanopoulos
Title: President and Chief Executive
Officer

[Signature Page to Trademark Security Agreement (Term Loan)]

GOLDMAN SACHS BANK USA,
as Collateral Agent,



By: _____
Name: _____
Title: _____

Robert Ehudin
Authorized Signatory



[Signature Page to Trademark Security Agreement (Term Loan)]

TRADEMARK
REEL: 006759 FRAME: 0888

Schedule I
to Notice of Grant of Security Interest (Term Loan) in Trademarks

Trademarks Owned by the Pledgor

U.S. Trademark Registrations

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
TOWER INTERNATIONAL TOWER INTERNATIONAL	85215841	1/12/2011	4547905	6/10/2014	Tower Automotive Operations USA I, LLC
TOWER INTERNATIONAL TOWER INTERNATIONAL	85215860	1/12/2011	4009410	8/9/2011	Tower Automotive Operations USA I, LLC
TOWER INTERNATIONAL 	85215883	1/12/2011	4009414	8/9/2011	Tower Automotive Operations USA I, LLC
TOWER AUTOMOTIVE 	75474158	4/24/1998	2411705	12/12/2000	Tower Automotive Operations USA I, LLC