## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM553445

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST	

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Collateral Agent		12/16/2019	National Banking Association: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	Grede LLC
Street Address:	4000 Town Center
Internal Address:	Suite 500
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48075
Entity Type:	Limited Liability Company: DELAWARE

#### **PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	3569730	CASTING INTEGRITY
Registration Number:	3572098	G
Registration Number:	3751127	GREDE

### **CORRESPONDENCE DATA**

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

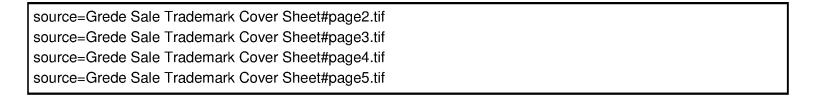
**Correspondent Name:** Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Ste 1130

COGENCY GLOBAL Inc. Address Line 2: Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1164224 TM
NAME OF SUBMITTER:	Elizabeth Wagenbach
SIGNATURE:	/Elizabeth Wagenbach/
DATE SIGNED:	12/16/2019

**Total Attachments: 4** 



PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST, dated as of December 16, 2019 (this "Release"), by JPMORGAN CHASE BANK, N.A. ("JPMorgan") in its capacity as collateral agent (in such capacity, the "Collateral Agent"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement referred to below.

Reference is made to (i) the Credit Agreement dated as of April 6, 2017 (as amended by that certain First Amendment dated as of July 29, 2019, and as further amended, supplemented, restated or otherwise modified from time to time, the "Credit Agreement"), among American Axle & Manufacturing, Inc. (the "Borrower"), American Axle & Manufacturing Holdings, Inc. (the "Parent"), the lenders from time to time party thereto and JPMorgan, as Administrative Agent, (ii) the Collateral Agreement dated as of April 6, 2017 (as supplemented by that certain Supplement No. 1 dated as of May 5, 2017 and as further amended, supplemented, restated or otherwise modified from time to time, the "Collateral Agreement"), among the Parent, the Borrower, the Subsidiaries of the Parent from time to time party thereto and the Collateral Agent and (iii) the Trademark Security Agreement dated as of June 5, 2017 (the "Trademark Security Agreement") among the Parent, the Borrower, the Subsidiaries of the Parent party thereto and JPMorgan, as Collateral Agent (the Collateral Agreement and the Trademark Security Agreement shall be collectively referred to as the "Security Documents").

WHEREAS, pursuant to the Security Documents, Grede LLC (the "<u>Grantor</u>") have granted a security interest in favor of the Collateral Agent, and its successors and assigns, for the benefit of the Secured Parties in, among other things, such Grantor's right, title and interest in the trademarks and service marks set forth on <u>Schedule I</u> hereto and the goodwill associated therewith or symbolized thereby (the "<u>Trademarks</u>"), which security interest was recorded with the United States Patent & Trademark Office on June 8, 2017 at Reel/Frame 6079/0313.

WHEREAS, in connection with that certain Unit Purchase Agreement, dated as of September 18, 2019 (the "Purchase Agreement"), among the Parent, Grede AcquisitionCo, Inc., a Delaware corporation (the "Purchaser"), and, solely for purposes of certain provisions therein, Grede Topco, Inc., a Delaware corporation, pursuant to which the Parent wishes to sell to the Purchaser all of the issued and outstanding limited liability company interests of ASP Grede Acquisitionco LLC, a Delaware limited liability company, upon the terms and subject to the conditions set forth therein, as a result of which the Purchaser will directly or indirectly own all the Trademarks, the Grantor has requested that the Collateral Agent release all right, title and interest of the Collateral Agent, for the benefit of the Secured Parties, in and to the Trademarks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademarks and reassigns all right, title and interest it has in the Trademarks to the Grantor. The execution and delivery of this Release by the Collateral Agent are made without representation or warranty by the Collateral Agent or any other Secured Party.

THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN

# ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has duly executed this Release as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Collateral Agent,  $\,$ 

by

Name: Gene Riego De Dios Title: Executive Director

[Signature Page to the Grede Trademark Release]

[[5261645]]

#### Schedule I

# TRADEMARKS/TRADE NAMES OWNED BY GREDE LLC

# **U.S.** Trademark Registrations

Mark	Registration Number	Registration Date	Application Number	Application Date
CASTING INTEGRITY	3569730	3-Feb-09	77506160	24-Jun-08
G	3572098	10-Feb-09	77507591	25-Jun-08
GREDE	3751127	23-Feb-10	77501845	18-Jun-08

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**RECORDED: 12/16/2019**