

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM572905

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		SECURITY AGREEMENT (BRIDGE)	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
DANA LIMITED		04/16/2020	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:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 97			
Property Type	Number	Word Mark	
Serial Number:	74087820	5-123X	
Serial Number:	73343144	5-280X	
Serial Number:	85229948	ADVANTEK	
Serial Number:	88021105	DANA	
Serial Number:	73628610	ANGLEMASTER	
Serial Number:	75106154		
Serial Number:	85607476		
Serial Number:	86830199		
Serial Number:	73212856	DANA	
Serial Number:	88021055	DANA	
Serial Number:	87636216	DANA	
Serial Number:	87111737	DANA 44 ADVANTEK	
Serial Number:	86257745	DANA EXTRAS	
Serial Number:	88609237	DANA GRAZIANO	
Serial Number:	73213435	DANA	
Serial Number:	72273046	DANA	
Serial Number:	85659044	DANA	
Serial Number:	76472756	DANAMATE	
Serial Number:	88443408		

CH \$2440.00 74087820

Property Type	Number	Word Mark
Serial Number:	88443434	
Serial Number:	88443747	DRIVELINE FORENSICS
Serial Number:	86930946	GASKETMASTER
Serial Number:	87111677	GENUINE DANA CRATE AXLES
Serial Number:	75808679	GLIDECOTE
Serial Number:	86776299	THE GO-TO FOR HOW-TO
Serial Number:	74162702	H
Serial Number:	74185839	H
Serial Number:	75830632	HIGH PERFORMANCE-40
Serial Number:	78355030	LONG
Serial Number:	87226923	LONG THERMATEK
Serial Number:	86919348	MAGNUM
Serial Number:	85148602	MAGNUM GASKETS
Serial Number:	85148652	MAGNUM HD
Serial Number:	85662074	MAXDRY
Serial Number:	85662088	MAXDRY SS
Serial Number:	85662096	MAXDRY STL
Serial Number:	85662102	MAXPRINT
Serial Number:	87954288	MESHGUARD
Serial Number:	74029285	NITROSEAL
Serial Number:	78361818	PARTNERS-IN-PROGRESS
Serial Number:	85319246	PEOPLE FINDING A BETTER WAY
Serial Number:	87549291	PEOPLE FINDING A BETTER WAY
Serial Number:	85291617	PRO-40
Serial Number:	87320434	R
Serial Number:	87320444	R
Serial Number:	87320424	RHOMBUS
Serial Number:	86557278	SELECTTRAC
Serial Number:	85356545	SELECT-TRAC
Serial Number:	72045536	SPICER
Serial Number:	85607403	SPICER
Serial Number:	78090655	SPICER
Serial Number:	78501397	SPICER
Serial Number:	85769265	SPICER
Serial Number:	88021141	SPICER
Serial Number:	88332006	SPICER ADVANTEK ULTRA
Serial Number:	85404969	SPICER DIAMOND SERIES
Serial Number:	75077535	SPICER LIFE

Property Type	Number	Word Mark
Serial Number:	74265951	SPICER LIFE SERIES
Serial Number:	76437571	SPICER LIFE XL
Serial Number:	87226905	SPICER PERFORMATRAK
Serial Number:	87847085	SPICER SELECT
Serial Number:	86964660	SPICER SMART SUITE
Serial Number:	87226846	SPICER SMARTCONNECT
Serial Number:	88498040	SPICER TORQUE-HUB
Serial Number:	88498080	SPICER TORQUE-HUB
Serial Number:	88383133	SPICER TORQUE-HUB
Serial Number:	85658949	SPL
Serial Number:	75053753	SPL
Serial Number:	74161981	SPL123X
Serial Number:	85392283	SPR
Serial Number:	85255313	SVL
Serial Number:	85307472	SVL
Serial Number:	75132195	THE EXPERT
Serial Number:	88443846	THE POWER BEHIND THE POWER AHEAD
Serial Number:	87812031	THE SHAPE OF YOUR BUSINESS
Serial Number:	86957682	THE ULTIMATE DANA 60
Serial Number:	74179280	TRAC-LOK
Serial Number:	72447251	V
Serial Number:	85820792	VARIGLIDE
Serial Number:	85892577	
Serial Number:	85808754	VICTOCOR
Serial Number:	74463584	VICTOR REINZ
Serial Number:	76158649	VICTOR REINZ
Serial Number:	77266214	VICTOR REINZ
Serial Number:	77266280	VICTOR REINZ
Serial Number:	88021197	VICTOR REINZ
Serial Number:	87226960	VICTOR REINZ HYDROSEAL
Serial Number:	74690791	VR
Serial Number:	87212980	WAVE-STOPPER
Serial Number:	85571470	WING
Serial Number:	74141455	XTRALIFE
Serial Number:	78260455	XTRALIFE
Serial Number:	85262167	FAIRFIELD
Serial Number:	85262209	FAIRFIELD
Serial Number:	72233090	FMC

Property Type	Number	Word Mark
Serial Number:	73436737	TORQUE HUB
Serial Number:	72379105	TORQUE-HUB

CORRESPONDENCE DATA

Fax Number: 6508385109
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: 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/
DATE SIGNED:	04/21/2020

Total Attachments: 10

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NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK

This NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Notice of Grant of Security Interest in Trademark*”) dated April 16, 2020, is made by each Person listed on the signature pages hereof (each a “*Grantor*”) in favor of CITIBANK, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Bridge Facility Agreement referred to below).

WHEREAS, Dana Incorporated, a Delaware corporation, and the Guarantors (as defined in the Bridge Facility Agreement referred to below) have entered into a Credit and Guaranty Agreement, dated as of April 16, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Bridge Facility Agreement*”), with CITIBANK, N.A., as Administrative Agent and as Collateral Agent, and the Lenders party thereto. Terms defined in the Bridge Facility Agreement and not otherwise defined herein are used herein as defined in the Bridge Facility Agreement and capitalized terms used herein and not defined herein or in the Bridge Facility Agreement have the meanings ascribed to such terms in the Security Agreement (as defined below).

WHEREAS, as a condition precedent to the effectiveness of the Bridge Facility Agreement, the Grantors have executed and delivered that certain Security Agreement, dated April 16, 2020, made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, each Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of such Grantor, and has agreed as a condition thereof to execute this Notice of Grant of Security Interest in Trademark 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, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “*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, 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 proceeds arising from 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 Collateral or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this Notice of Grant of Security Interest in Trademark 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. Without limiting the generality of the foregoing, this Notice of Grant of Security Interest in Trademark secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

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

SECTION 4. Execution in Counterparts. This Notice of Grant of Security Interest in Trademark may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Notice of Grant of Security Interest in Trademark by telecopier or other electronic transmission shall be effective as delivery of an original executed counterpart of this Notice of Grant of Security Interest in Trademark.

SECTION 5. Grants, Rights and Remedies. This Notice of Grant of Security Interest in Trademark has been entered into in conjunction with the provisions of the 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 Collateral are more fully set forth in the 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 and the Security Agreement, the terms of the Security Agreement shall control.

SECTION 6. Termination. This Notice of Grant of Security Interest in Trademark shall terminate concurrently with the termination of the Security Agreement in accordance with the terms thereof.

SECTION 7. Governing Law. This Notice of Grant of Security Interest in Trademark shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, each 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.

DANA LIMITED

By



Name: Timothy R. Kraus

Title: Senior Vice President and Treasurer

Address for Notices:

Dana Limited

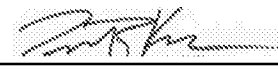
3939 Technology Drive

Maumee, Ohio 43537

[Signature Page to Notice of Grant of Security Interest in Trademark]

TRADEMARK
REEL: 006920 FRAME: 0341

FAIRFIELD MANUFACTURING
COMPANY, INC.

By 
Name: Timothy R. Kraus
Title: Treasurer

Address for Notices:

Fairfield Manufacturing Company, Inc.
2309 Concord Road
Lafayette, IN 47909

Schedule A

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
5- X	74087820	14-Aug-1990	1723590	13-Oct-1992	Dana Limited
5-280X	73343144	23-Dec-1981	1256778	08-Nov-1983	Dana Limited
ADVANTEK	85/229948	31-Jan-2011	4015844	23-Aug-2011	Dana Limited
DANA IN A DIAMOND	88021105	29-Jun-18	5725413	16-Apr-19	Dana Limited
ANGLEMASTER	73/628610	04-Nov-1986	1462582	27-Oct-1987	Dana Limited
CONFETTI DESIGN	75106154	17-May-1996	2282199	28-Sep-1999	Dana Limited
CONFETTI DESIGN	85607476	25-Apr-2012	4397136	03-Sep-2013	Dana Limited
CONFETTI DESIGN	86830199	24-Nov-2015	5304181	10-Oct-17	Dana Limited
DANA	73212856	02-Oct-1978	1190470	23-Feb-1982	Dana Limited
DANA	88021055	29-Jun-18	5725412	16-Apr-19	Dana Limited
DANA	87636216	6-Oct-17	5531863	31-Jul-18	Dana Limited
DANA 44 ADVANTEK	87111737	21-Jul-16	5571127	25-Sep-18	Dana Limited
DANA EXTRAS LOGO (X Design)	86257745	21-Apr-2014	4644967	25-Nov-2014	Dana Limited
*DANA GRAZIANO	88609237	9-Sep-19	N/A	N/A	Dana Limited
DANA IN A DIAMOND	73213435	27-Apr-1979	1200853	13-Jul-1982	Dana Limited
DANA IN A DIAMOND	72273046	05-Jun-1967	856983	17-Sep-1968	Dana Limited
DANA IN A DIAMOND	85659044	22-Jun-2012	4459800	31-Dec-2013	Dana Limited
DANAMATE	76472756	09-Dec-2002	2850308	08-Jun-2004	Dana Limited
*HELICAL DESIGN (3 ARM)	88443408	23-May-19	N/A	N/A	Dana Limited

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
*HELICAL DESIGN (4 ARM)	88443434	23-May-19	N/A	N/A	Dana Limited
*DRIVELINE FORENSICS	88443747	23-May-19	N/A	N/A	Dana Limited
GASKETMASTER	86930946	07-Mar-2016	5054691	10/4/2016	Dana Limited
GENUINE DANA CRATE AXLES	87111677	21-Jul-16	5159957	14-Mar-17	Dana Limited
GLIDECOTE	75808679	28-Sep-1999	2659977	10-Dec-2002	Dana Limited
THE GO TO FOR HOW TO	86/776299	02-Oct-2015	4964187	24-May-16	Dana Limited
H & DESIGN	74162702	01-May-1991	1743899	29-Dec-1992	Dana Limited
H & DESIGN	74185839	17-Jul-1991	1767916	27-Apr-1993	Dana Limited
HIGH PERFORMANCE-40	75830632	26-Oct-1999	2434397	06-Mar-2011	Dana Limited
LONG	78355030	21-Jan-2004	3379289	05-Feb-2008	Dana Limited
*LONG THERMATEK	87226923	4-Nov-16	N/A	N/A	Dana Limited
MAGNUM	86919348	25-Feb-2016	5174620	4-Apr-17	Dana Limited
MAGNUM GASKETS	85/148602	08-Oct-2010	4529850	13-May-2014	Dana Limited
MAGNUM HD	85/148652	08-Oct-2010	4649416	02-Dec-2014	Dana Limited
MAXDRY	85/662074	26-Jun-2012	4511462	08-Apr-2014	Dana Limited
MAXDRY SS	85/662088	26-Jun-2012	4538465	27-May-2014	Dana Limited
MAXDRY STL	85/662096	26-Jun-2012	4538466	27-May-2014	Dana Limited
MAXPRINT	85/662102	26-Jun-2012	4511463	08-Apr-2014	Dana Limited
*MESHGUARD	87954288	8-Jun-18	N/A	N/A	Dana Limited
NITROSEAL	74029285	15-Feb-1990	1627126	11-Dec-1990	Dana Limited
PARTNERS-IN-PROGRESS	78361818	03-Feb-2004	3019753	29-Nov-2005	Dana Limited

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
PEOPLE FINDING A BETTER WAY	85319246	12-May-2011	4481497	11-Feb-2014	Dana Limited
PEOPLE FINDING A BETTER WAY	87549291	31-Jul-17	5544026	21-Aug-18	Dana Limited
PRO-40	85291617	11-Apr-2011	4881779	05-Jan-2016	Dana Limited
R	87320434	1-Feb-17	5454576	24-Apr-18	Dana Limited
R	87320444	1-Feb-17	5509348	3-Jul-18	Dana Limited
RHOMBUS	87320424	1-Feb-17	5465620	8-May-18	Dana Limited
SELECTTRAC	86/557278	09-Mar-2015	5069408	25-Oct-16	Dana Limited
SELECT-TRAC	85356545	27-Jun-2011	4653163	09-Dec-2014	Dana Limited
SPICER	72045536	10-Feb-1958	679554	02-Jun-1959	Dana Limited
SPICER	85607403	25-Apr-2012	4351385	11-Jun-2013	Dana Limited
SPICER	78090655	29-Oct-2001	2740350	22-Jul-2003	Dana Limited
SPICER	78501397	18-Oct-2004	3062716	28-Feb-2006	Dana Limited
SPICER	85769265	01-Nov-2012	4518650	22-Apr-2014	Dana Limited
SPICER	88021141	29-Jun-18	5720206	9-Apr-19	Dana Limited
*SPICER ADVANTEK ULTRA	88332006	8-Mar-19	N/A	N/A	Dana Limited
SPICER DIAMOND SERIES	85404969	23-Aug-2011	4433003	12-Nov-2013	Dana Limited
SPICER LIFE	75077535	25-Mar-1996	2078129	08-Jul-1997	Dana Limited
SPICER LIFE SERIES	74265951	15-Apr-1992	1810011	07-Dec-1993	Dana Limited
SPICER LIFE XL	76437571	05-Aug-2002	2801884	06-Jan-2004	Dana Limited
*SPICER PERFORMATRAK	87226905	4-Nov-16	N/A	N/A	Dana Limited
SPICER SELECT	87847085	23-Mar-18	5927456	3-Dec-19	Dana Limited

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
*SPICER SMART SUITE	86964660	05-Apr-2016	N/A	N/A	Dana Limited
*SPICER SMARTCONNECT	87226846	4-Nov-16	N/A	N/A	Dana Limited
*SPICER TORQUE-HUB	88498040	2-Jul-19	N/A	N/A	Dana Limited
*SPICER TORQUE-HUB	88498080	2-Jul-19	N/A	N/A	Dana Limited
*SPICER TORQUE-HUB	88383133	12-Apr-19	N/A	N/A	Dana Limited
SPL	85658949	22-Jun-2012	4381106	06-Aug-2013	Dana Limited
SPL	75053753	05-Feb-1996	2024024	17-Dec-1996	Dana Limited
SPL123X	74161981	29-Apr-91	1802662	2-Nov-93	Dana Limited
SPR	85392283	08-Aug-2011	4204659	11-Sep-2012	Dana Limited
SVL	85255313	02-Mar-2011	4168847	03-Jul-2012	Dana Limited
SVL & Design	85/307472	28-Apr-2011	4165686	26-Jun-2012	Dana Limited
THE EXPERT	75/132195	10-Jun-1996	2157837	12-May-1998	Dana Limited
*THE POWER BEHIND THE POWER AHEAD	88443846	23-May-19	N/A	N/A	Dana Limited
THE SHAPE OF YOUR BUSINESS	87812031	27-Feb-18	5908994	12-Nov-19	Dana Limited
THE ULTIMATE DANA 60 & DESIGN	86957682	30-Mar-2016	5288695	19-Sep-2017	Dana Limited
TRAC-LOK	74179280	24-Jun-1991	1742249	22-Dec-1992	Dana Limited
V IN A CIRCLE	72447251	29-Jan-1973	996457	22-Oct-1974	Dana Limited
VARIGLIDE	85820792	11-Jan-2013	4708702	24-Mar-2015	Dana Limited
VARIGLIDE LOGO	85/892577	02-Apr-2013	4851616	10-Nov-2015	Dana Limited
VICTOCOR	85808754	21-Dec-2012	5082459	15-Nov-16	Dana Limited

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
VICTOR REINZ	74463584	29-Nov-1993	1978706	04-Jun-1996	Dana Limited
VICTOR REINZ	76158649	03-Nov-2000	2590875	09-Jul-2002	Dana Limited
VICTOR REINZ	77266214	28-Aug-2007	3751020	23-Feb-2010	Dana Limited
VICTOR REINZ	77266280	28-Aug-2007	3767955	30-Mar-2010	Dana Limited
VICTOR REINZ	88021197	29-Jun-18	5725414	16-Apr-19	Dana Limited
*VICTOR REINZ HYDROSEAL	87226960	4-Nov-16	N/A	N/A	Dana Limited
VR IN A CIRCLE	74690791	19-Jun-1995	2026485	31-Dec-1996	Dana Limited
WAVE-STOPPER	87212980	24-Oct-16	5628403	11-Dec-18	Dana Limited
WING	85571470	16-Mar-2012	4881822	05-Jan-2016	Dana Limited
XTRALIFE	74141455	22-Feb-1991	1767376	27-Apr-1993	Dana Limited
XTRALIFE	78/260455	10-Jun-2003	2838841	04-May-2004	Dana Limited
FAIRFIELD	85262167	9-Mar-2011	4350598	11-Jun-2013	Fairfield Manufacturing Company, Inc.
FAIRFIELD	85262209	9-Mar-2011	4350599	11-Jun-2013	Fairfield Manufacturing Company, Inc.
FMC	72233090	22-Nov-1965	831396	4-Jul-1967	Fairfield Manufacturing Company, Inc.
TORQUE HUB	73436737	28-Jul-1983	1324068	12-Mar-1985	Fairfield Manufacturing Company, Inc.
TORQUE-HUB	72379105	18-Dec-1970	949279	26-Dec-1972	Fairfield Manufacturing Company, Inc.

** Provided that no security interest shall be granted in this intent-to-use trademark application to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark application under applicable law.*