

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583478

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

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		06/19/2020	Corporation: NEW YORK

RECEIVING PARTY DATA

Name:	DANA LIMITED
Street Address:	P.O. BOX 1000
City:	MAUMEE
State/Country:	OHIO
Postal Code:	43537
Entity Type:	Corporation: OHIO
Name:	FAIRFIELD MANUFACTURING COMPANY, INC.
Street Address:	US ROUTE 52 SOUTH
City:	LAFAYETTE
State/Country:	INDIANA
Postal Code:	47903
Entity Type:	Corporation: DELAWARE

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

CH \$2440.00 74087820

Property Type	Number	Word Mark
Serial Number:	88609237	DANA GRAZIANO
Serial Number:	73213435	DANA
Serial Number:	72273046	DANA
Serial Number:	85659044	DANA
Serial Number:	76472756	DANAMATE
Serial Number:	88443408	
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

Property Type	Number	Word Mark
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
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

Property Type	Number	Word Mark
Serial Number:	85571470	WING
Serial Number:	74141455	XTRALIFE
Serial Number:	78260455	XTRALIFE
Serial Number:	85262167	FAIRFIELD
Serial Number:	85262209	FAIRFIELD
Serial Number:	72233090	FMC
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:	06/24/2020

Total Attachments: 8
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RELEASE OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK

This RELEASE OF NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARK (this “*Trademark Release*”), dated June 19, 2020, is made by CITIBANK, N.A., as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Bridge Facility Agreement referred to below) in favor of DANA LIMITED, a company incorporated in Ohio and FAIRFIELD MANUFACTURING COMPANY, INC., a company incorporated in Delaware (collectively, the “*Grantors*”).

WHEREAS, Dana Incorporated, a Delaware corporation, and the Guarantors (as defined in the Bridge Facility Agreement referred to below) have entered into a 364-Day Bridge Facility 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 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, the Grantors granted to the Collateral Agent a security interest in and to certain trademarks of the Grantors and executed and delivered that certain Notice of Grant of Security Interest in Trademark in favor of the Collateral Agent, dated as of April 16, 2020 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Trademark Notice*”);

WHEREAS, the Trademark Notice was recorded with the United States Patent and Trademark Office on April 21, 2020 at Reel 6920 and Frame 0334; and

WHEREAS, in accordance with the provisions of the Credit Agreement and the Security Agreement, the indebtedness under the Credit Agreement has been paid in full, and the Collateral Agent now agrees to release its security interest in and to the trademarks granted pursuant to the Trademark Notice, including those trademarks listed on Schedule A hereto (the “*Trademark Collateral*”).

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

SECTION 1. Release of Grant of Security. The Collateral Agent hereby releases, without any recourse, representation, warranty or other assurance of any kind, its right, title and interest in and to the Trademark Collateral, including in and to the Trademark Collateral listed on Schedule A hereto, granted to it pursuant to the Trademark Notice and hereby terminates and cancels the Trademark Notice.

SECTION 2. Recordation. The Collateral Agent authorizes and requests, at the Grantors' sole cost and expense, that the Commissioner for Trademarks of the United States Patent and Trademark Office and any other applicable government officer record this Trademark Release.

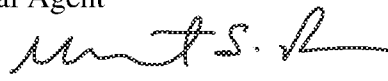
SECTION 3. Governing Law. This Trademark Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Trademark Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CITIBANK, N.A.

as Collateral Agent

By: 
Name: Matthew Burke

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
*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

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
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
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

TRADEMARK

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
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
*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

TRADEMARK

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
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
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

Trademark	Application No.	Filing Date	Registration No.	Registration Date	Owner
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.