

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM619289

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Nexteer Automotive Corporation		12/15/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., London Branch		
Street Address:	25 Branch Street, Canary Wharf		
Internal Address:	Floor 19		
City:	London		
State/Country:	UNITED KINGDOM		
Postal Code:	E14 5JP		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	3975185	NEXTEER	
Registration Number:	3978748	NEXTEER AUTOMOTIVE	
Serial Number:	87248966	QUIET WHEEL	
Serial Number:	88066197	CNXMOTION	
Serial Number:	87429573	CNXMOTION	
Serial Number:	87429582	CNXMOTION	
Serial Number:	90235808	CNXMOTION	
CORRESPONDENCE DATA			
Fax Number:	2163634588		
<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:	2163634677		
Email:	dpoirier@beneschlaw.com		
Correspondent Name:	Duncan H. Poirier		
Address Line 1:	Benesch Friedlander Coplan & Aronoff LLP		
Address Line 2:	200 Public Square, Suite 2300		
Address Line 4:	Cleveland, OHIO 44114		
ATTORNEY DOCKET NUMBER:	73401-1		

OP \$190.00 3975185

NAME OF SUBMITTER:	Duncan H. Poirier
SIGNATURE:	/Duncan H. Poirier/
DATE SIGNED:	01/08/2021
Total Attachments: 14 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif source=Trademark Security Agreement#page7.tif source=Trademark Security Agreement#page8.tif source=Trademark Security Agreement#page9.tif source=Trademark Security Agreement#page10.tif source=Trademark Security Agreement#page11.tif source=Trademark Security Agreement#page12.tif source=Trademark Security Agreement#page13.tif source=Trademark Security Agreement#page14.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this 15th day of December, 2020, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, “Grantors” and each individually “Grantor”), and JPMORGAN CHASE BANK, N.A., LONDON BRANCH (“Secured Party”).

W I T N E S E T H:

WHEREAS, Secured Party, Rhodes Holding II S.à r.l., a *société à responsabilité limitée* organized under the laws of the Grand Duchy of Luxembourg (“Rhodes”) and certain of Rhodes’ Affiliates and Subsidiaries, including but not limited to NEXTEER AUTOMOTIVE CORPORATION, a Delaware corporation (“Nexteer”), which may from time to time become party thereto after the date hereof (Rhodes, together with Nexteer and its other Affiliates and Subsidiaries that are or become parties from time to time to either or both of the Cash Pooling Agreement (as hereinafter defined) and the Cash Pooling Concentration Agreement (as hereinafter defined), each individually, a “Cash Pooling Participant” and collectively, the “Cash Pooling Participants”; the Cash Pooling Participants and the Grantors, collectively, the “Cash Pooling Parties”) have entered into (i) the Pooling Agreement London Accounts Single Legal Entity dated as of March 6, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Cash Pooling Agreement”) and (ii) the Cash Pooling Concentration Agreement Multiple Entity Single Currency, dated as of March 6, 2017 (as amended, restated, supplemented, or otherwise modified from time to time, the “Cash Pooling Concentration Agreement”), pursuant to each of which, Secured Party will provide certain overdraft and notional pooling services to the Cash Pooling Participants as set forth therein (the “Cash Pooling Services”);

WHEREAS, in order to induce Secured Party to provide and continue to provide, as applicable, the Cash Pooling Services to the Cash Pooling Participants as provided for in the Cash Pooling Documents, Grantors have executed and delivered to Secured Party that certain Second Amended and Restated Guaranty and Security Agreement, dated as of December 15, 2020 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Guaranty and Security Agreement”); and

WHEREAS, pursuant to the Guaranty and Security Agreement, Grantors are required to execute and deliver to Secured Party this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS**. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Guaranty and Security Agreement or, if not defined therein, in the Credit Agreement, and this Trademark Security Agreement shall be subject to the rules of construction set forth in Section 1(b) of the Guaranty and Security Agreement, which rules of construction are incorporated herein by this reference, *mutatis mutandis*.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**. Each Grantor hereby unconditionally grants, assigns, and pledges to Secured Party, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the “Security Interest”) in all of such Grantor’s right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Secured Party pursuant to the Guaranty and Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Secured Party unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement is a Cash Pooling Document. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.


7. CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE PROVISION. THIS TRADEMARK SECURITY AGREEMENT SHALL BE SUBJECT TO THE PROVISIONS REGARDING CHOICE OF LAW AND VENUE, JURY TRIAL WAIVER, AND JUDICIAL REFERENCE SET FORTH IN SECTION 25 OF THE GUARANTY AND SECURITY AGREEMENT, AND SUCH PROVISIONS ARE INCORPORATED HEREIN BY THIS REFERENCE, *MUTATIS MUTANDIS*.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

**NEXTEER AUTOMOTIVE
CORPORATION**

By: 
Name: Andrew Perry
Title: Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 007158 FRAME: 0812**

SECURED PARTY:

ACCEPTED AND ACKNOWLEDGED BY:

**JPMORGAN CHASE BANK, N.A.,
LONDON BRANCH**

DocuSigned by:

By: Altan Kayalp

Name: 17A4E3479E01442...

Its Authorized Officer

Altan Kayalp Executive Director - Commercial Bank

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Mark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
IN2MOTION	United States of America	87/262395	12/8/2016	Abandoned		
IN2MOTION	United States of America	87/262403	12/8/2016	Abandoned		
MAGNASTEER (refile)	United States of America	86/928941	3/4/2016	Abandoned		
NEXSTEPS	United States of America	86/404815	9/24/2014	Abandoned		
NEXTEER	United States of America	77/805680	8/17/2009	Registered	3975185	6/7/2011
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	United States of America	77/805674	8/17/2009	Registered	3978748	6/14/2011
QUIET WHEEL	United States of America	87/248966	11/28/2016	Pending		
SYNTeerity	United States of America	86/720728	8/11/2015	Abandoned		
CNXMOTION	United States of America	88/066197	8/6/2018	Pending		
CNXMOTION	United States of America	87/429573	4/28/2017	Pending		
CNXMOTION	United States of America	87/429582	4/28/2017	Pending		

Mark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
CNXMOTION	United States of America	90235808	10/2/20	Pending		
AHEAD OF THE CURVE	China	12689910	6/3/2013	To be abandoned	12689910	10/21/2014
AHEAD OF THE CURVE	European Union	011855996	5/29/2013	To be abandoned	011855996	10/25/2013
AHEAD OF THE CURVE NEXTTEER AUTOMOTIVE (Stylized) AND DESIGN	China	12577647	5/14/2013	To be abandoned	12577647	10/14/2014
AHEAD OF THE CURVE NEXTTEER AUTOMOTIVE (Stylized) AND DESIGN	Hong Kong	302602430	5/9/2013	To be abandoned	302602430	12/4/2013
E-STEER	Mexico	1217066	10/4/2011	Registered	1369201	5/22/2013
MAGNASTEER	Mexico	1217063	10/4/2011	Registered	1369200	5/22/2013
MAGNASTEER	Canada	1653556	11/25/2013	Abandoned		
MISCELLANEOUS DESIGN (Saginaw Logo)	Germany	G37449	5/26/1989	Registered	DE01159196	5/21/1990
MISCELLANEOUS DESIGN (Tilt- Wheel Logo)	Australia	518306	9/1/1989	To be abandoned	518306	6/7/1991
MISCELLANEOUS DESIGN (Tilt- Wheel Logo)	Benelux	0733609	8/29/1989	Registered	0469747	8/29/1989
MISCELLANEOUS DESIGN (Tilt- Wheel Logo)	France	151594	8/29/1989	Registered	1548339	8/29/1989
MISCELLANEOUS DESIGN (Tilt- Wheel Logo)	Germany	G472314	9/1/1989	Registered	DE01162526	8/14/1990
MISCELLANEOUS DESIGN (Tilt- Wheel Logo)	Italy	FI2009C000721	9/8/1989	Registered	1250764	3/20/1992

Mark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
MISCELLANEOUS DESIGN (Tilt-Wheel Logo)	United Kingdom	1397810	9/13/1989	To be abandoned	1397810	7/17/1992
MISCELLANEOUS DESIGN (Tilt-Wheel Logo)	United Kingdom	1397802	9/13/1989	To be abandoned	1397802	1/11/1991
NEXTEER	Argentina	2967062	12/17/2009	Registered	2400643	10/15/2010
NEXTEER	Australia	1337387	12/16/2009	Registered	1337387	6/24/2010
NEXTEER	Brazil	830482261	12/24/2009	Registered	830482261	12/4/2012
NEXTEER	Canada	1462640	12/14/2009	Registered	TMAA923380	12/14/2015
NEXTEER	China	11651746	10/25/2012	Registered	11651746	7/28/2014
NEXTEER	China	7953609	12/29/2009	Registered	7953609	2/14/2011
NEXTEER	Hong Kong	301502027	12/17/2009	Registered	301502027	5/13/2010
NEXTEER	Hong Kong	303581406	10/30/2015	Registered	303581406	10/30/2015
NEXTEER	India	1896743	12/16/2009	Registered	1013760	6/10/2011
NEXTEER	Israel	225635	12/17/2009	Registered	225635	2/7/2011
NEXTEER	Japan	2009096061	12/18/2009	Registered	5424563	7/8/2011
NEXTEER	Malaysia	2012020012	11/26/2012	Registered	2012020012	9/26/2014
NEXTEER	Mexico	1059650	1/12/2010	Registered	1189509	11/18/2010
NEXTEER	Norway	200913283	12/16/2009	Registered	288329	8/13/2016
NEXTEER	Qatar	78873	1/13/2013	Registered	78873	2/9/2015
NEXTEER	Republic of Korea	4020090062199	12/16/2009	Registered	400865249	5/4/2011

Mark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
NEXTEER	Russian Federation	2009733027	12/17/2009	Registered	424399	12/2/2010
NEXTEER	Singapore	T1000320A	1/12/2010	Registered	T1000320A	10/12/2012
NEXTEER	Switzerland	643292009	12/17/2009	Registered	598794	3/3/2010
NEXTEER	Taiwan	101060672	10/25/2012	Registered	1620343	1/1/2014
NEXTEER	Turkey	200969454	12/24/2009	Registered	200969454	1/30/2012
NEXTEER	Uruguay	408577	12/30/2009	Registered	408577	2/14/2012
NEXTEER	Venezuela	2009021379	12/24/2009	Registered	P311499	10/20/2011
NEXTEER	Indonesia	D002009041857	12/22/2009	Registered	IDM000399455	1/8/2010
NEXTEER	Kuwait		12/23/2009	Registered	88982	12/23/2009
NEXTEER	New Zealand	817333	12/16/2009	Registered	817333	6/17/2010
NEXTEER	Paraguay	946339	12/21/2009	Registered	359914	3/5/2012
NEXTEER	Saudi Arabia	150138	12/21/2009	Registered	120521	11/3/2010
NEXTEER	South Africa	201232010	11/26/2012	Registered	201232010	2/27/2015
NEXTEER	United Arab Emirates	137022	12/17/2009	Registered	156489	10/15/2011
NEXTEER	Vietnam	4201226806	11/28/2012	Registered	228669	7/23/2014
NEXTEER (in Chinese Characters) (nai shi te)	Hong Kong	302414169	10/25/2012	Registered	302414169	7/24/2013
NEXTEER (in Chinese Characters) (nai shi te)	Taiwan	101060675	10/25/2012	Registered	1620344	1/1/2014
NEXTEER (in Chinese Characters) (nai shi te) (2014 Application)	China	15835833	12/2/2014	Registered	Registered	1/28/2016

Mark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
NEXTEER AUTOMOTIVE	Venezuela	2009021382	12/24/2009	Registered	P307760	3/25/2011
NEXTEER AUTOMOTIVE (Design)	Saudi Arabia	150139	12/21/2009	Registered	120522	11/3/2010
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Argentina	2967063	12/17/2009	Registered	2400644	10/15/2010
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Australia	1337386	12/16/2009	Registered	1337386	6/24/2010
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Brazil	830482253	12/24/2009	Registered	830482253	12/4/2012
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Canada	1462641	12/14/2009	Registered	TMAA923378	12/14/2015
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	China	11651747	10/25/2012	Registered	11651747	7/28/2014
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	China	Not Available	12/29/2009	Registered	7953611	2/13/2011
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	European Union	008762403	12/16/2009	Registered	008762403	10/24/2014
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Hong Kong	302414178	10/25/2012	Registered	302414178	7/24/2013
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Hong Kong	301502018	12/17/2009	Registered	301502018	5/13/2010
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	India	1896742	12/16/2009	Registered	1014826	6/16/2011
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Israel	225634	12/17/2009	Registered	225634	2/7/2011

Mark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Japan	2009096065	12/18/2009	Registered	5424564	7/8/2011
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Kuwait	108579	12/23/2009	Registered	91219	12/23/2009
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Mexico	1059651	1/21/2010	Registered	1217995	5/20/2011
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	New Zealand	817332	12/16/2009	Registered	817332	6/17/2010
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Norway	200913282	12/16/2009	Registered	288328	8/13/2016
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Paraguay	946340	12/21/2009	Registered	359755	3/5/2012
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Republic of Korea	4020090062198	12/16/2009	Registered	400865231	5/18/2011
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Russian Federation	20099733026	12/17/2009	Registered	436910	5/12/2011
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Singapore	T1000325B	1/12/2010	Registered	T1000325B	4/26/2011
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Switzerland	643342009	12/17/2009	Registered	599144	4/7/2010
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Taiwan	101060678	10/25/2012	Registered	1620346	1/1/2014
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Turkey	200969455	12/24/2009	Registered	200969455	5/28/2012
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	United Arab Emirates	137023	12/17/2009	Registered	156490	10/15/2011

Mark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN	Uruguay	408576	12/30/2009	Registered	408576	2/13/2012
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN (with Chinese Characters nai shi te)	China	9308196	4/7/2011	Registered	9308196	10/14/2015
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN (with Chinese Characters nai shi te)	Hong Kong	302476729	12/21/2012	Registered	302476729	7/31/2013
NEXTEER AUTOMOTIVE (Stylized) AND DESIGN (with Chinese Characters)	Taiwan	101060677	10/25/2012	Registered	1620345	1/1/2014
QUADRASTEER	Mexico	1217069	10/4/2011	Registered	1369202	5/22/2013
SAGINAW	Benelux	0552181	10/18/1971	Registered	0066457	10/18/1971
SAGINAW (In Chinese Characters)	China	Not Available	1/24/1995	Registered	898297	11/14/1996
SAGINAW (In Chinese Characters)	Taiwan	085006199	2/5/1996	To be abandoned	749210	2/16/1987
SAGINAW (Stylized) AND DESIGN	Germany	S48502	5/26/1989	Registered	DE01159197	5/21/1990
SAGINAW (Stylized) AND DESIGN	Japan	S56094727	11/13/1981	To be abandoned	1894839	9/29/1986
SUN STEER (Stylized) AND DESIGN	Mexico	1288152	7/2/2012	Registered	1336602	12/5/2012
SUN STEER (Stylized) AND DESIGN	Mexico	1288154	7/2/2012	Registered	1336603	12/5/2012
SUN STEER (Stylized) AND DESIGN	Mexico	1288156	7/2/2012	Registered	1336604	12/5/2012
SUN STEER (Stylized) AND DESIGN	Mexico	1288157	7/2/2012	Registered	1336605	12/5/2012

Mark	Country	Application No.	Application Date	Status	Registration No.	Registration Date
SUN STEER (Stylized)	Mexico	1174625	4/29/2011	Registered	1280803	4/20/2012
SUN STEER (Stylized)	Mexico	1174624	4/29/2011	Registered	1233598	8/17/2011
SUN STEER (Stylized)	Mexico	1174622	4/29/2011	Registered	1330295	11/26/2012
SUN STEER (Stylized)	Mexico	1174619	4/29/2011	Registered	1330294	11/26/2012
TIL-T-WHEEL (Stylized)	Benlux	0733611	8/29/1989	Registered	0466789	5/2/1990
TIL-T-WHEEL (Stylized)	France	151595	8/29/1989	Registered	1548340	8/29/1989
TIL-T-WHEEL (Stylized)	Italy	FI2009C000839	9/8/1989	Registered	1250802	3/20/1992
TIL-T-WHEEL (Stylized) AND DESIGN	Australia	5801269	6/11/1992	Registered	580126	1/10/1995
TIL-T-WHEEL (Stylized) AND DESIGN	Germany	G37449	11/11/1989	Registered	DE01163304	8/31/1990

Trade Names

None.

Common Law Trademarks

None.

Trademarks Not Currently In Use

None.

Trademark Licenses

None.

