

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM637831

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Notice of Grant of Security Interest in Trademarks
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Autokiniton US Holdings, Inc.		04/06/2021	Corporation: DELAWARE
Tower Automotive Operations USA I, LLC		04/06/2021	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	CITIBANK, N.A., as Collateral Agent
<b>Street Address:</b>	Citibank Delaware, One Penn's Way, OPS II
<b>City:</b>	New Castle
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19720
<b>Entity Type:</b>	National Banking Association: UNITED STATES

## PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	5802327	AUTOKINITON
Registration Number:	5802328	AGG AUTOKINITON GLOBAL GROUP
Registration Number:	5825585	LW
Registration Number:	5825587	L&W GROUP
Registration Number:	4547905	TOWER INTERNATIONAL
Registration Number:	4009410	TOWER INTERNATIONAL
Registration Number:	4009414	TOWER INTERNATIONAL
Registration Number:	2411705	TOWER AUTOMOTIVE

## CORRESPONDENCE DATA

**Fax Number:** 8004947512  
**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:** 202-370-4756  
**Email:** ipteam@cogencyglobal.com  
**Correspondent Name:** Jay daSilva  
**Address Line 1:** 1025 Vermont Ave NW, Suite 1130  
**Address Line 2:** COGENCY GLOBAL INC.

OP \$215.00 5802327

<b>Address Line 4:</b>	Washington, D.C. 20005
<b>ATTORNEY DOCKET NUMBER:</b>	1352863 TM D
<b>NAME OF SUBMITTER:</b>	Jenny Lim
<b>SIGNATURE:</b>	/Jenny Lim/
<b>DATE SIGNED:</b>	04/08/2021
<b>Total Attachments: 6</b> source=D - AGG Term Loan - Notice of Grant of Security Interest in Trademarks [Executed] (2)#page3.tif source=D - AGG Term Loan - Notice of Grant of Security Interest in Trademarks [Executed] (2)#page4.tif source=D - AGG Term Loan - Notice of Grant of Security Interest in Trademarks [Executed] (2)#page5.tif source=D - AGG Term Loan - Notice of Grant of Security Interest in Trademarks [Executed] (2)#page6.tif source=D - AGG Term Loan - Notice of Grant of Security Interest in Trademarks [Executed] (2)#page7.tif source=D - AGG Term Loan - Notice of Grant of Security Interest in Trademarks [Executed] (2)#page8.tif	

**Notice of Grant of Security Interest in Trademarks**

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of April 6, 2021 (this “Notice”), made by Autokiniton US Holdings, Inc. and Tower Automotive Operations USA I, LLC, a Delaware limited liability company (each a “Pledgor”), in favor of CITIBANK, N.A., as Collateral Agent (as defined below).

Reference is made to the Collateral Agreement, dated as of April 6, 2021 (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, Citibank, N.A., 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 Pledgors 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 such 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 such Pledgor or in which such 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 Pledgors hereby acknowledge and affirm 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.

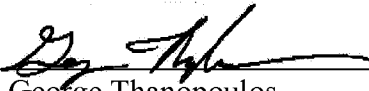
SECTION 4. **Counterparts.** This Notice may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Notice by facsimile or other electronic transmission shall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

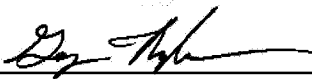
[Signature Pages Follow]

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

AUTOKININTON US HOLDINGS, INC.

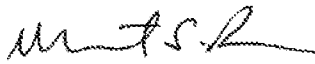
By:   
Name: George Thanopoulos  
Title: President

TOWER AUTOMOTIVE OPERATIONS USA  
I, LLC

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

*[Signature Page to Notice of Grant of Security Interest in Trademarks (Term Loan)]*

CITIBANK, N.A.,  
as Collateral Agent,

By: 



Name: Matthew Burke



Title: Managing Director and Vice  
President

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

Trademarks Owned by the Pledgors

*U.S. Trademark Registrations*

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
AUTOKINITON  AUTOKINITON	88117823	9/14/2018	5802327	7/9/2019	Autokiniton US Holdings, Inc.
AGG AUTOKINITON GLOBAL GROUP 	88117941	9/14/2018	5802328	7/9/2019	Autokiniton US Holdings, Inc.
LW 	88226164	12/12/2018	5825585	8/6/2019	Autokiniton US Holdings, Inc.
L&W GROUP  L&W GROUP	88226176	12/12/2018	5825587	8/6/2019	Autokiniton US Holdings, Inc.
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