

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM716494

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement (Amendment No. 2)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Garrett Transportation I Inc.		03/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent		
Street Address:	4 Chase Metrotech Center		
Internal Address:	Mail Code: NY1-C413		
City:	Brooklyn		
State/Country:	NEW YORK		
Postal Code:	11245-0001		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	6540136	GARRETT	
Registration Number:	6540149	GARRETT ADVANCING MOTION	
Registration Number:	6590858	GARRETT AUTHORIZED CENTER SALES & SERVIC	
Registration Number:	6598223	GARRETT OFFICIAL MASTER DISTRIBUTOR GARR	
Registration Number:	6598222	GARRETT OFFICIAL PERFORMANCE DISTRIBUTOR	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Ted.mulligan@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Doris Ka		
SIGNATURE:	/Doris Ka/		
DATE SIGNED:	03/24/2022		

OP \$140.00 6540136

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of March 22, 2022 (this "Agreement"), between Garrett Transportation I Inc. (the "Grantor") and JPMorgan Chase Bank, N.A. ("JPMCB"), as Administrative Agent.

Reference is made to (a) the Credit Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, Holdings, the other Grantors party thereto, the Lenders and Issuing Banks from time to time party thereto and JPMCB, as Administrative Agent, and (b) the U.S. Collateral Agreement dated as of April 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement"), among Holdings, the U.S. Co-Borrower, the other U.S. Subsidiary Loan Parties from time to time party thereto and JPMCB, as Administrative Agent. The parties hereto agree as follows:

SECTION 1. Terms. Each capitalized term used but not otherwise defined herein shall have the meaning specified in the Credit Agreement or the U.S. Collateral Agreement, as applicable. The rules of construction specified in Section 1.03 of the Credit Agreement also apply to this Agreement, mutatis mutandis.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the U.S. Collateral Agreement, did and hereby does grant to the Administrative Agent and its successors and assigns, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the portion of the Article 9 Collateral constituting the Trademarks listed on Schedule I hereto (including all income, royalties, damages, license fees and payments now or hereafter due or payable under such Trademarks, including damages or payments for past or future infringements or other violations thereof, and the right to sue for past, present, and future infringements or other violations of such Trademarks), but excluding any Excluded Personal Property (which Excluded Personal Property includes, for the avoidance of doubt, any intent-to-use trademark application filed in the United States Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. Section 1051, solely during the period prior to the accepted filing of a "Statement of Use" and issuance of a "Certificate of Registration" pursuant to Section 1(d) of the Lanham Act or an accepted filing of an "Amendment to Allege Use" whereby such intent-to-use trademark application is converted to a "use in commerce" application pursuant to Section 1(c) of the Lanham Act; it being understood that, following such period, such trademark registration or application, as applicable, shall be deemed automatically subject to the security interest granted in the U.S. Collateral Agreement and included in the Article 9 Collateral) and subject to the exclusions set forth in Section 4.01(d) of the U.S. Collateral Agreement (collectively, the "Trademark Collateral").

SECTION 3. U.S. Collateral Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent for the benefit of the Lenders in connection with the U.S. Collateral Agreement and is expressly subject to the terms and conditions thereof. The Grantor and the Administrative Agent hereby acknowledge and affirm that the rights and remedies of the parties with respect to the Trademark Collateral are more fully set forth in the U.S. 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 Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic imaging shall be effective as delivery of a manually executed counterpart of this Agreement. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to this Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf. or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be; provided that nothing herein shall require the Administrative Agent to accept Electronic Signatures in any form or format without its prior written consent and pursuant to procedures approved by it; provided, further, without limiting the foregoing, (i) to the extent the Administrative Agent has agreed to accept any Electronic Signature, the Administrative Agent and each of the Lenders shall be entitled to rely on such Electronic Signature purportedly given by or on behalf of any Borrower or any other Loan Party without further verification thereof and without any obligation to review the appearance or form of any such Electronic signature and (ii) upon the request of the Administrative Agent or any Lender, any Electronic Signature shall be promptly followed by a manually executed counterpart.

SECTION 5. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[SIGNATURE PAGES FOLLOW]

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

GARRETT TRANSPORTATION I INC.,
as Grantor

By: _____

Name: Jerome Maironi

Title: Secretary and Director

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Gene Riego de Dios
Title: Executive Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007670 FRAME: 0252

SCHEDULE I

Trademarks

	Owner	Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date
1.	Garrett Transportation I Inc.	GARRETT	87866725	04/06/2018	6540136	10/26/2021
2.	Garrett Transportation I Inc.	Garrett ADVANCING MOTION	87910457	05/07/2018	6540149	10/26/2021
3.	Garrett Transportation I Inc.	Garrett AUTHORIZED CENTER SALES & SERVICE GARRETT ADVANCING MOTION & Design	88222571	12/10/2018	6590858	12/14/2021
4.	Garrett Transportation I Inc.	Garrett OFFICIAL MASTER DISTRIBUTOR GARRETT ADVANCING MOTION & Design	88222576	12/10/2018	6598223	12/21/2021
5.	Garrett Transportation I Inc.	Garrett OFFICIAL PERFORMANCE DISTRIBUTOR GARRETT ADVANCING MOTION & Design	88222572	12/10/2018	6598222	12/21/2021