

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM741763

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY INTEREST
RESUBMIT DOCUMENT ID:	900697705

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Axle & Manufacturing, Inc.		05/25/2022	Corporation: DELAWARE
MD INVESTORS CORPORATION		05/25/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	2615863	AAM
Registration Number:	3998018	AAM
Registration Number:	2127484	AAM
Registration Number:	2247899	AAM
Registration Number:	2820784	AAM
Registration Number:	4009189	AAM
Registration Number:	2161159	AAM AMERICAN AXLE & MANUFACTURING
Registration Number:	4377215	ACCUGEAR
Registration Number:	3317230	AMERICAN AXLE & MANUFACTURING
Registration Number:	3168475	COLFOR MANUFACTURING
Registration Number:	4373178	DELIVERING POWER
Registration Number:	4357678	DELIVERING POWER
Registration Number:	4357612	DELIVERING POWER
Registration Number:	4429120	E-AAM
Registration Number:	4451605	ECOTRAC
Registration Number:	4451790	ECOTRAC

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1764025	MSP
Registration Number:	1707756	MSP
Registration Number:	3938104	POWERDENSE
Registration Number:	2978863	POWERFILM
Registration Number:	2534383	POWERLITE
Registration Number:	5276966	SYLENT
Registration Number:	3634955	TRACRITE
Registration Number:	2645975	TRACRITE
Serial Number:	90799320	VECTRAC
Registration Number:	3056356	HS150
Registration Number:	3023984	METALDYNE
Registration Number:	3023982	METALDYNE
Registration Number:	3023983	METALDYNE
Serial Number:	87475502	QUANTUM
Serial Number:	87475491	QUANTUM

CORRESPONDENCE DATA

Fax Number:

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: 8004945225
Email: ipteam@cogencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1695683 TM
NAME OF SUBMITTER:	Anna Marcus
SIGNATURE:	/Anna Marcus/
DATE SIGNED:	07/18/2022

Total Attachments: 8
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TRADEMARK SECURITY AGREEMENT dated as of May 25, 2022 (this "*Agreement*"), among AMERICAN AXLE & MANUFACTURING, INC., a Delaware corporation (the "*Borrower*"), the other subsidiaries of AMERICAN AXLE & MANUFACTURING HOLDINGS, INC., a Delaware corporation (the "*Parent*"), listed on Schedule I hereto (the "*Subsidiary Grantors*"; the Subsidiary Grantors and the Borrower are referred to collectively herein as the "*Grantors*") and JPMorgan Chase Bank, N.A. ("*Collateral Agent*"), as Collateral Agent.

Reference is made to (a) the Amended and Restated Credit Agreement dated as of March 11, 2022 (as amended, supplemented, restated or otherwise modified from time to time, the "*Credit Agreement*"), among the Parent, the Borrower, the lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent and (b) the Collateral Agreement dated as of April 6, 2017 (as amended, supplemented, restated or otherwise modified from time to time, the "*Collateral Agreement*"), among the Parent, the Borrower, the other Subsidiary Parties from time to time party thereto and the Collateral Agent. The Lenders (as defined in the Credit Agreement) have extended, and have agreed to extend credit to the Borrower pursuant to, and upon the terms and conditions specified in, the Credit Agreement. The parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified pursuant to the Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and permitted assigns, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under all of the following (collectively, the "*Trademark Collateral*"):

(a) the trademark and service mark registrations and applications listed on Schedule II (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable federal law), and all extensions or renewals thereof; and

(b) all goodwill associated therewith or symbolized thereby.

SECTION 3. Purpose. This Agreement has been executed and delivered by the parties hereto for the purpose of recording the grant of the Security Interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions set forth in the Collateral Agreement.

SECTION 4. Collateral Agreement. Each Grantor hereby acknowledges and affirms 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 5. 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 signature page to this Agreement by facsimile transmission or other customary means of electronic transmission (e.g., "pdf") shall be effective as delivery of a manually signed counterpart of this Agreement.

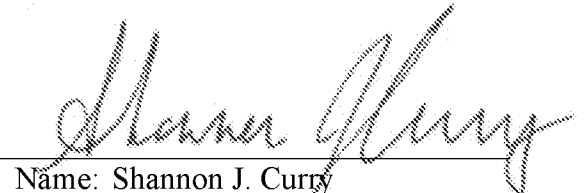
SECTION 6. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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

AMERICAN AXLE &
MANUFACTURING, INC.,

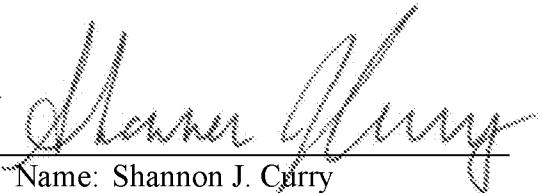
By



Name: Shannon J. Curry
Title: Vice President & Treasurer

MD INVESTORS CORPORATION,

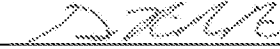
By



Name: Shannon J. Curry
Title: Vice President & Treasurer

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

By



Name: Gene Riego de Dios

Title: Executive Director

Schedule I

Subsidiary Grantors

<u>Item #</u>	<u>Entity Legal Name</u>
1.	MD Investors Corporation ¹

¹ On November 30, 2021, Metaldyne, LLC merged into MD Investors Corporation. The Borrower shall file, or cause MD Investors Corporation to file, the updated ownership information with the USPTO or USCO, as applicable, within ninety (90) days from May 25, 2022.

Schedule II

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date.	Status	Record Owner
AAM	United States of America	76/114347	11-Aug-2000	2615863	03-Sep-2002	Registered	American Axle & Manufacturing, Inc.
AAM	United States of America	85/210659	05-Jan-2011	3998018	19-Jul-2011	Registered	American Axle & Manufacturing, Inc.
AAM & Design	United States of America	75/975361	05-May-1995	2127484	06-Jan-1998	Registered	American Axle & Manufacturing, Inc.
AAM & Design	United States of America	74/670433	05-May-1995	2247899	25-May-1999	Registered	American Axle & Manufacturing, Inc.
AAM & Design (Lined for Red)	United States of America	76/450618	17-Jun-2002	2820784	09-Mar-2004	Registered	American Axle & Manufacturing, Inc.
AAM & Design (Red)	United States of America	85/210654	05-Jan-2011	4009189	09-Aug-2011	Registered	American Axle & Manufacturing, Inc.
AAM AMERICAN AXLE & MANUFACTURING & Design	United States of America	74/539905	20-Jun-1994	2161159	02-Jun-1998	Registered	American Axle & Manufacturing, Inc.
ACCUGEAR	United States of America	85/490684	08-Dec-2011	4377215	30-Jul-2013	Registered	American Axle & Manufacturing, Inc.
AMERICAN AXLE & MANUFACTURING	United States of America	78/682870	01-Aug-2005	3317230	23-Oct-2007	Registered	American Axle & Manufacturing, Inc.
COLFOR MANUFACTURING	United States of America	78/776377	19-Dec-2005	3168475	07-Nov-2006	Registered	American Axle & Manufacturing, Inc.
DELIVERING	United States of	85/503976	27-Dec-	4373178	23-Jul-	Registered	American Axle &

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date.	Status	Record Owner
POWER	America		2011		2013		Manufacturing, Inc.
DELIVERING POWER & Design (Black And White)	United States of America	85/760089	22-Oct-2012	4357678	25-Jun-2013	Registered	American Axle & Manufacturing, Inc.
DELIVERING POWER & Design (Color)	United States of America	85/758789	19-Oct-2012	4357612	25-Jun-2013	Registered	American Axle & Manufacturing, Inc.
E-AAM	United States of America	85/135729	22-Sep-2010	4429120	05-Nov-2013	Registered	American Axle & Manufacturing, Inc.
ECOTRAC	United States of America	77/934761	12-Feb-2010	4451605	17-Dec-2013	Registered	American Axle & Manufacturing, Inc.
ECOTRAC (Stylized)	United States of America	85/433124	27-Sep-2011	4451790	17-Dec-2013	Registered	American Axle & Manufacturing, Inc.
MSP	United States of America	73/788862	24-Mar-1989	1764025	13-Apr-1993	Registered	American Axle & Manufacturing, Inc.
MSP & Design	United States of America	73/788859	24-Mar-1989	1707756	18-Aug-1992	Registered	American Axle & Manufacturing, Inc.
POWERDENSE	United States of America	85/128323	13-Sep-2010	3938104	29-Mar-2011	Registered	American Axle & Manufacturing, Inc.
POWERFILM	United States of America	78/254438	27-May-2003	2978863	26-Jul-2005	Registered	American Axle & Manufacturing, Inc.
POWERLITE	United States of America	75/306731	11-Jun-1997	2534383	29-Jan-2002	Registered	American Axle & Manufacturing, Inc.

Trademark	Country	App. No.	Filing Date	Reg. No.	Reg. Date.	Status	Record Owner
							Inc.
SYLENT & Design	United States of America	86/751313	09-Sep-2015	5276966	29-Aug-2017	Registered	American Axle & Manufacturing, Inc.
TRACRITE	United States of America	77/608587	06-Nov-2008	3634955	09-Jun-2009	Registered	American Axle & Manufacturing, Inc.
TRACRITE (Stylized)	United States of America	75/243706	31-Jan-1997	2645975	05-Nov-2002	Registered	American Axle & Manufacturing, Inc.
VECTRAC	United States of America	90/799320	28-Jun-2021			Pending	American Axle & Manufacturing, Inc.
HS150	United States of America	78349156	08-Jan-2004	3056356	31-Jan-2006	Registered	Metaldyne, LLC
METALDYNE	United States of America	76184237	21-Dec-2000	3023984	06-Dec-2005	Registered	Metaldyne, LLC
METALDYNE	United States of America	76184235	21-Dec-2000	3023982	06-Dec-2005	Registered	Metaldyne, LLC
METALDYNE	United States of America	76184236	21-Dec-2000	3023983	06-Dec-2005	Registered	Metaldyne, LLC
QUANTUM	United States of America	87475502	05-Jun-2017			Published	American Axle & Manufacturing, Inc.
QUANTUM (Stylized)	United States of America	87475491	05-Jun-2017			Published	American Axle & Manufacturing, Inc.