ETAS ID: TM755879

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: Release of Security Interest in Certain Trademarks

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|----------------------------------|
| Antares Capital LP, as successor in interest to General Electric Capital Corporation, as administrative agent | | 07/29/2022 | Limited Partnership: DELAWARE |

RECEIVING PARTY DATA

| Name: | International Brake Industries, Inc. | | |
|-----------------|--------------------------------------|--|--|
| Street Address: | 1840 McCullough Street | | |
| City: | Lima | | |
| State/Country: | OHIO | | |
| Postal Code: | 45801 | | |
| Entity Type: | Corporation: DELAWARE | | |

PROPERTY NUMBERS Total: 3

| Property Type | Number | Word Mark | |
|----------------------|---------|--|--|
| Registration Number: | 2816626 | INTERNATIONAL BRAKE INDUSTRIES | |
| Registration Number: | 4713513 | QUIET GLIDE | |
| Registration Number: | 4700969 | QUIETGLIDE BRAKE CLIPS WITH DRAG AND NOI | |

CORRESPONDENCE DATA

Fax Number: sdanzeisen

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: 2123733673

Email: sdanzeisen@paulweiss.com, mangelopoulos@paulweiss.com,

mmcquire@paulweiss.com

Summer P. Danzeisen **Correspondent Name:**

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul Weiss Rifkind Wharton & Garrison LLP

Address Line 4: New York, NEW YORK 10019

| ATTORNEY DOCKET NUMBER: | 021122-00005 |
|-------------------------|-----------------------|
| NAME OF SUBMITTER: | Summer P. Danzeisen |
| SIGNATURE: | /Summer P. Danzeisen/ |

TRADEMARK REEL: 007851 FRAME: 0485

900720629

| DATE SIGNED: | 09/16/2022 | | |
|--|------------|--|--|
| Total Attachments: 4 | | | |
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RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS

This **RELEASE OF SECURITY INTEREST IN CERTAIN TRADEMARKS** (this "<u>Release</u>"), dated as of July 29, 2022 (the "<u>Effective Date</u>"), is made by Antares Capital LP, as successor in interest to General Electric Capital Corporation, as administrative agent ("<u>Agent</u>") for the financial institutions from time to time party to the Credit Agreement (defined below) as lenders (collectively, the "<u>Lenders</u>").

WHEREAS, Qualitor Inc., a Delaware corporation ("Qualitor"), Transportation Aftermarket Enterprises, LLC, a Delaware limited liability company ("TAE"), International Brake Industries, Inc., a Delaware corporation ("IBI"), Pylon Manufacturing Corp., a Delaware corporation ("Pylon", and together with Qualitor, TAE and IBI, the "Borrowers" and each individually, a "Borrower"), the other Credit Parties party thereto, Agent and the Lenders are party to that certain Amended and Restated Credit Agreement dated as of October 19, 2016 (as amended by the First Amendment to Amended and Restated Credit Agreement dated as of December 20, 2019, the Second Amendment to Amended and Restated Credit Agreement dated as of December 31, 2020, the Waiver and Fourth Amendment to Amended and Restated Credit Agreement dated as of June 30, 2021, the Fifth Amendment to Amended and Restated Credit Agreement dated as of October 25, 2021, the Sixth Amendment to Amended and Restated Credit Agreement dated as of April 26, 2022 and the Seventh Amendment to Amended and Restated Credit Agreement dated as of June 30, 2022 (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Borrowers, the Agent and the other parties thereto entered into that certain Guaranty and Security Agreement, dated as of October 31, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrowers pledged, collaterally assigned, mortgaged, transferred and granted to the Agent, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of the Borrowers' right, title and interest in, to or under the trademarks set forth in Schedule I hereto ("Trademark Collateral");

WHEREAS, pursuant to the Security Agreement, International Brake Industries, Inc. executed and delivered a Trademark Security Agreement, dated as of October 31, 2014 (the "<u>Trademark Security</u> Agreement"), for recordation with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 5, 2014 at Reel/Frame 005394/0583;

WHEREAS, the Trademark Security Agreement was assigned by General Electric Capital Corporation, to Antares Capital LP, as successor in interest to General Electric Capital Corporation, pursuant to that certain Assignment of Intellectual Property Security Agreement, dated as of August 21, 2015 (the "Assignment");

WHEREAS the Assignment was recorded with the United States Patent and Trademark Office on September 28, 2015 at Reel/Frame 005630/0945; and

WHEREAS, pursuant to that certain Payoff Letter, dated as of July 29, 2022, entered into by the Agent, the Borrowers and certain other parties thereto, the Agent has agreed to release the security interest granted to the Agent in and to the Trademark Collateral.

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

- 1. <u>Defined Terms</u>. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
- 2. <u>Release and Termination</u>. The Agent, without representation or warranty of any kind, on behalf of the Lenders, hereby terminates, cancels, releases and forever discharges the security interest in the Trademark Collateral, and retransfers and reassigns to the Borrowers any right, title or interest the Agent may have in, to or under the Trademark Collateral.
- 3. <u>Governing Law</u>. This Release shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

michael +

By:________Name: Michael Kriz

Title: Duly Authorized Signatory

[Signature Page to Trademark Release]

Trademark Applications and Registrations

| Trademark | App. No and App. Date | Reg No. and Reg Date | Owner |
|---|--------------------------|-------------------------|---------------------|
| INTERNATIONAL BRAKE | 76498457 | 2816626 | International Brake |
| INDUSTRIES | 19-MAR-2003 | 24-FEB-2004 | Industries, Inc. |
| QUIET GLIDE | 86129505 | 4713513 | International Brake |
| | 26-NOV-2013 | 31-MAR-2015 | Industries, Inc. |
| QUIETGLIDE BRAKE CLIPS | 86129496 | 4700969 | International Brake |
| WITH DRAG AND NOISE | 26-NOV-2013 | 10-MAR-2015 | Industries, Inc. |
| REDUCTION TECHNOLOGY | | | |
| QuietGlide OG Brake Clips with drag and relise reduction technology | | | |

[Schedule I to Trademark Release]

RECORDED: 09/16/2022