

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM775433

| | | | |
|---|--|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE OF SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citibank, N.A. | | 12/15/2022 | National Banking Association: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Federal-Mogul Ignition LLC | | |
| Street Address: | 27300 West 11 Mile Road | | |
| City: | Southfield | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48034 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1594042 | ZANXX | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2124920722 | | |
| <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: | 2123733722 | | |
| Email: | rjerry@paulweiss.com, mangelopoulos@paulweiss.com, mmcguire@paulweiss.com | | |
| Correspondent Name: | Ruel Jerry | | |
| 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: | 030124-00214 | | |
| NAME OF SUBMITTER: | Ruel Jerry | | |
| SIGNATURE: | /Ruel Jerry/ | | |
| DATE SIGNED: | 12/20/2022 | | |
| Total Attachments: 4 | | | |
| source=Titan - Notice of Release of Security Interest in Trademarks#page1.tif | | | |
| source=Titan - Notice of Release of Security Interest in Trademarks#page2.tif | | | |

CH \$40.00 1594042

source=Titan - Notice of Release of Security Interest in Trademarks#page3.tif

source=Titan - Notice of Release of Security Interest in Trademarks#page4.tif

EXECUTION VERSION

NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS

This NOTICE OF RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), effective as of December 15, 2022 is made by Citibank, N.A., a national banking association organized under the laws of the United States, in its capacity as collateral agent (the “Agent”), in favor of Federal-Mogul Ignition LLC, (the “Company”), pursuant to that certain Collateral Agreement (First Lien), dated as of November 17, 2022 (and as the same may be further amended or modified from time to time, the “Collateral Agreement”), among the Company, the Agent and other parties thereto.

W I T N E S S E T H:

WHEREAS, in connection with the Collateral Agreement, the Company executed and delivered the Notice of Grant of Security Interest in Trademarks (First Lien), dated as of November 17, 2022, in favor of the Agent (the “Trademark Collateral Agreement”);

WHEREAS, pursuant to the Trademark Collateral Agreement, the Company pledged and granted to the Agent for the benefit of the other Secured Parties a lien on and continuing security interest in all of their intellectual property, including but not limited to the trademark registration set forth on Schedule A attached hereto, together with the goodwill of the business symbolized thereby (the “Released Trademark”);

WHEREAS, the Agent recorded its security interest in the Released Trademark with the United States Patent and Trademark Office (the “USPTO”) on November 22, 2022, with a pending Reel and Frame number; and

WHEREAS, the Agent has duly authorized the execution, delivery and performance of this Release.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent agrees, for the benefit of the Company, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Release, including its preamble and recitals, have the meanings provided or provided by reference in Collateral Agreement.

SECTION 2. Release of Security Interest. The Agent does hereby release, relinquish and discharge its lien on and security interest in, and right of setoff against, all of the Company’s right, title and interest in, to and under the Released Trademark.

SECTION 3. Effect of Release. Except for the release of Released Trademark specifically identified on Schedule A attached hereto, all terms and provisions of the Trademark Security Agreement shall remain in full force and effect. Except as expressly set forth above, nothing herein shall affect the security interest of the Agent in the Trademark Collateral, or any other security interest granted by the Company or any other Pledgors to the Agent. Nothing contained herein shall in any way impair the validity or enforceability of the Trademark Security Agreement, as modified hereby, or alter, waive, annul, vary, affect, or impair any provisions, conditions, or covenants contained therein or any rights, powers, or remedies granted therein.

SECTION 4. Further Assurances. The Agent hereby authorizes the Company or the Company's authorized representative to (i) record this Release with the USPTO, (ii) file UCC financing statement amendments with the applicable filing office in order to memorialize the release of the security interest of the Agent in the Released Trademark and/or (iii) otherwise record or file this Release in the applicable governmental office or agency. The Agent further agrees to execute and deliver to the Company any and all further documents and instruments, and do any and all further acts which the Company (or their agents or designees) reasonably request (at the Company's sole cost and expense) in order to confirm this Release and the Company's right, title and interest in, to and under the Released Trademark.

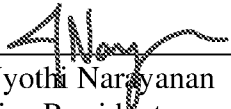
SECTION 5. Choice of Law. This Release shall be governed by, and construed in accordance with, the laws of the state of New York, but giving effect to federal laws applicable to national banks.

SECTION 6. Counterparts. This Release may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Signatures Follow On Next Page.]

IN WITNESS WHEREOF, the Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date set forth above.

CITIBANK, N.A.,
as Agent

By: 
Name: Jyothi Narayanan
Title: Vice President

SCHEDULE A

U.S. Trademark Applications and Registrations

| Mark Name | Serial No. | Filing Date | Registration No. | Registration Date |
|------------------|-------------------|--------------------|-------------------------|--------------------------|
| ZANXX | 73830077 | October 10, 1989 | 1594042 | May 1, 1990 |