ETAS ID: TM779966

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, as Administrative Agent		01/11/2023	National Banking Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Tenneco Automotive Operating Company Inc.	
Street Address:	500 North Field Drive	
City:	Lake Forest	
State/Country:	ILLINOIS	
Postal Code:	60045	
Entity Type:	Corporation: DELAWARE	

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78283198	QUICK- STRUT
Serial Number:	78283200	STREET LETHAL
Serial Number:	78307419	SILENTBLOC
Serial Number:	78307435	HARRIS

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: 3127018637

Email: ipdocket@mayerbrown.com

Correspondent Name: William R. Siegel, Mayer Brown LLP

Address Line 1: 71 S. Wacker Drive

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	21689444
NAME OF SUBMITTER:	William R. Siegel
SIGNATURE:	/william r siegel/
DATE SIGNED:	01/11/2023

Total Attachments: 4

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TRADEMARK REEL: 007943 FRAME: 0584

900743684

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CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This **CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS** (this "<u>Termination and Release</u>") dated as of January 11, 2023, is made by JPMorgan Chase Bank, as Administrative Agent (the "<u>Administrative Agent</u>"), in favor of Tenneco Automotive Operating Company Inc., a Delaware corporation (a "<u>Grantor</u>"). All capitalized terms used but not defined herein have the meanings given to them in the Collateral Agreement or the Security Interest in United States Trademarks (each as defined below), as applicable.

WHEREAS, the Grantor is a party to the Guarantee and Collateral Agreement, dated as of November 4, 1999 (as amended from time to time, the "Collateral Agreement"), among the Grantor, Tenneco Automotive Inc., Tenneco International Holding Corp., Tenneco Global Holdings Inc., The Pullman Company, TMC Texas Inc., Clevite Industries Inc., other parties from time to time party thereto and the Administrative Agent, pursuant to which the Grantor pledged and granted to the Administrative Agent, for the ratable benefit of the Lenders to secure the satisfactory performance of payment of all Obligations of the Grantor, a continuing security interest (the "Security Interest") in the Trademarks, including the Trademark Collateral (as defined below);

WHEREAS, pursuant to that certain Security Interest In United States Trademarks dated as of March 11, 2004 (the "Security Interest In United States Trademarks") between the Grantor and the Administrative Agent, the Grantor, by reference to the Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Administrative Agent in the Trademarks, including, without limitation, those listed on Schedule A attached hereto (collectively, the "Trademark Collateral");

WHEREAS, the Security Interest in United States Trademarks was recorded with the USPTO on March 11, 2004 at Reel 002809 Frame 0258;

WHEREAS, the Administrative Agent terminated and released the entirety of its Security Interest in all collateral, including the Trademark Collateral, pursuant to the Pay-Off Letter, dated as of October 1, 2018 (the "Pay-Off Letter"); and

WHEREAS, the Administrative Agent now desires to confirm its termination and release of the entirety of its Security Interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Administrative Agent hereby agrees:

1. Release of Security Interest. The Administrative Agent, without recourse, representation or warranty of any kind whatsoever, hereby confirms that the Pay-Off Letter terminated the Security Interest in United States Trademarks and terminated, released and discharged its Security Interest in and to the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral thereby became null and void. Notwithstanding the

foregoing, to the extent it is deemed that the Pay-Off Letter did not effect such termination, release and discharge, with this Termination and Release, the Administrative Agent, without recourse, representation or warranty of any kind whatsoever, hereby releases, terminates and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks listed on Schedule A attached hereto.

- 2. <u>Filing the Release</u>. The Administrative Agent authorizes and requests that this Termination and Release be filed and recorded at the USPTO at the Grantor's sole cost and expense.
- 3. <u>Counterparts; Electronic Transmission</u>. This Termination and Release may be executed and delivered by facsimile or other means of electronic transmission and such transmission shall constitute an original for all purposes.
- 4. <u>Governing Law</u>. This Termination and Release and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, law of the state of New York.

[Signature page follows this page.]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

JPMorgan Chase Bank, N.A., as Administrative Agent

By: Name: Gene Riego de Dios

Name: Gene Riego de Dio Title: Executive Director

Schedule A Trademark Collateral

1	Serial #:	78283198	Reg #:	3046796
	Mark:	QUICK- STRUT		
2	Serial #:	78283200	Reg #:	3030138
	Mark:	STREET LETHAL		
3	Serial #:	78307419	Reg #:	2982899
	Mark:	SILENTBLOC		
4	Serial #:	78307435	Reg #:	2941701
	Mark:	HARRIS		

RECORDED: 01/11/2023