

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TM157284

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AMERICAN AXLE & MANUFACTURING, INC		02/27/2024	Corporation: DELAWARE
AAM NORTH AMERICA, INC.		02/27/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	JPMorgan Chase Bank, N.A., as Collateral Agent.		
<b>Street Address:</b>	4 CHASE METROTECH CENTER		
<b>City:</b>	BROOKLYN		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11245		
<b>Entity Type:</b>	National Banking Association: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78174898	U S MANUFACTURING CORPORATION	
<b>Serial Number:</b>	76355647	VARI-LITE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@cogencyglobal.com		
<b>Correspondent Name:</b>	Khadijah Sampson		
<b>Address Line 1:</b>	1025 Connecticut Ave NW, Suite 712		
<b>Address Line 2:</b>	COGENCY GLOBAL INC.		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20036		
<b>ATTORNEY DOCKET NUMBER:</b>	2276989ks		
<b>NAME OF SUBMITTER:</b>	Andrew Hackett		
<b>SIGNATURE:</b>	Andrew Hackett		
<b>DATE SIGNED:</b>	02/28/2024		
<b>Total Attachments: 6</b>			
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TRADEMARK SECURITY AGREEMENT dated as of February 27, 2024 (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.

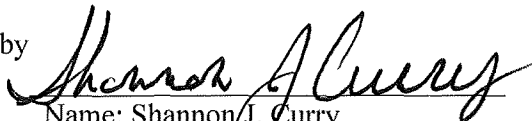
*[Remainder of this page intentionally left blank]*

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

AMERICAN AXLE &  
MANUFACTURING, INC.

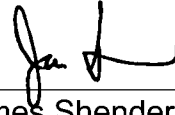
by   
Name: Shannon J. Curry  
Title: Authorized Signatory

AAM NORTH AMERICA, INC.

by   
Name: Shannon J. Curry  
Title: Authorized Signatory

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

by



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Name: James Shender  
Title: Executive Director

Schedule I

Subsidiary Grantors

<u>Item #</u>	<u>Entity Legal Name</u>
1.	AAM North America, Inc.

Schedule II

Trademark Collateral

<b>Trademark</b>	<b>Country</b>	<b>App. No.</b>	<b>Filing Date</b>	<b>Reg. No.</b>	<b>Reg. Date.</b>	<b>Status</b>
U S MANUFACTURING CORPORATION	United States	78174898	10/16/2002	2775696	10/21/2003	Registered
VARI-LITE	United States	76355647	1/4/2002	2744332	7/29/2003	Registered