

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		12/12/2013	Association: UNITED STATES

RECEIVING PARTY DATA

Name:	Dayco IP Holdings, LLC
Street Address:	2025 West Sunshine Street, Suite L 145
City:	Springfield
State/Country:	MISSOURI
Postal Code:	65807
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 55

Property Type	Number	Word Mark
Registration Number:	3839705	89007
Registration Number:	3839706	89010
Registration Number:	3839707	89015
Registration Number:	3762117	89017
Registration Number:	3762118	89048
Registration Number:	3762119	89201
Registration Number:	3762120	89203
Registration Number:	3762121	89209
Registration Number:	3839708	89215
Registration Number:	3843507	89230
Registration Number:	3843508	89231
Registration Number:	3843509	89233
Registration Number:	3839709	89251
Registration Number:	1493547	ADDEM

OP \$1390.00 3839705

Registration Number:	1868010	ARAMAX
Registration Number:	0826372	
Registration Number:	0791413	AUTOFLEX
Registration Number:	0849820	
Registration Number:	1056610	CLAMP-FINDER
Registration Number:	1391387	DAYCO
Registration Number:	3050217	DAYCO
Registration Number:	3050218	DAYCO
Registration Number:	3050220	DAYCO
Registration Number:	0424888	DAYCO
Registration Number:	1647865	DAYCO
Registration Number:	1689837	DAYCO
Registration Number:	1258003	DAYCO BLACK BELT EXPERTS
Registration Number:	1248721	DAYCO BLACK BELT EXPERTS
Registration Number:	3174023	DAYPERM
Registration Number:	0879953	DRIVE RITE
Registration Number:	1961341	DURA MAX
Registration Number:	1248283	DURAGUARD
Registration Number:	1508598	E DAYCO COMMITTED TO EXCELLENCE
Registration Number:	1234441	FACTFINDER
Registration Number:	0832920	GOLD LABEL
Registration Number:	3032384	GOLD LABEL
Registration Number:	0826412	GPL
Registration Number:	3855679	HPX
Registration Number:	0918500	INSULONE
Registration Number:	1042118	INSURE
Registration Number:	0850603	KWIK-FLEX
Registration Number:	0999555	MULTI-RIB
Registration Number:	2641207	NO SLACK
Registration Number:	1243988	ONE FOR THE ROAD
Registration Number:	1243986	ONE FOR THE ROAD
Registration Number:	1479618	POLY COG
Registration Number:	1002590	POLY RIB
Registration Number:	0936087	QUICK-FIT
Registration Number:	1385162	RAINCHECK

	1243987	
Registration Number:	1124505	S-BELT
Registration Number:	0413577	STIFLEX
Registration Number:	3041569	TOP COG
Registration Number:	1868012	TOUR
Registration Number:	0808101	UNI-V

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Email: michael.barys@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: c/o Cahill Gordon & Reindel LLP

Address Line 2: 80 Pine Street

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
Signature:	/Michael Barys TR/
Date:	12/13/2013

Total Attachments: 7

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**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS (“Agreement”) dated as of December 12, 2013, from JPMorgan Chase Bank, N.A., as US Collateral Agent and Administrative Agent (the “Agent”) for the banks and other financial institutions or entities (the “Lenders”) parties to the Credit and Guarantee Agreement, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, the “Exit Term Credit Agreement”), among Parent, Holdings, Mark IV, US Borrower, Mark IV Industries Corp, Mark IV Luxembourg S.a r.l., each of the direct and indirect subsidiaries of Parent signatory thereto, the Lenders, the Agent, JPMorgan Chase Bank, N.A., Toronto Branch, as Canadian Administrative Agent and Canadian Collateral Agent, and J.P. Morgan Europe Limited, as European Administrative Agent and European Collateral Agent.

WITNESSETH:

WHEREAS, in connection with the Credit Agreement, pursuant to the Pledge and Security Agreement in connection therewith, dated as of November 13, 2009 (as amended, supplemented or otherwise modified from time to time, each a “Security Agreement”), Parent, Holdings, Mark IV, the US Borrower and each of the other subsidiaries of Parent party thereto (each a “Grantor,” and collectively the “Grantors”) pledged, collaterally assigned, and granted to the Agent, on behalf of and for the ratable benefit of the Secured Parties (as defined in the Security Agreement), a security interest in all of its right, title and interest in, to and under all Intellectual Property (as defined in the Security Agreements) of such Grantor.

WHEREAS, pursuant to the Security Agreement, Mark IV IVHS, Inc., Luminator Holding L.P., NRD, LLC, Dayco Products, LLC and Mark IV Industries, Inc. executed and delivered a Grant of Security Interest in Trademarks, dated as of November 13, 2009 (the “Trademark Security Agreement”), in favor of the Agent for the ratable benefit of the Secured Parties (as defined in the Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on November 20, 2009 at Reel 4100 and Frame 0353; and Reel 4100 and Frame 0365; and

WHEREAS, the Grantors have requested the Agent to release the security interest held by the Agent with respect to the Patents, and the Agent has agreed to execute and deliver this Agreement for purposes of recording with the United States Patent and Trademark Office; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Agreement, the Agent hereby states as follows:

1. Definitions. The term “Trademark Collateral”, as used herein, shall have the meaning set forth in the Patent Security Agreement, and shall include the items set forth on Schedule A hereto.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges all of its security interest in the Trademark Collateral granted pursuant to the Exit Term Credit Agreement and the Restructured Credit Agreement, and reassigns any and all right, title and interest that it may have in or to the Trademark Collateral to each Grantor. This Agreement does not terminate, release or discharge the Agent’s security interest in any Intellectual Property of any Grantor granted pursuant to the ABL Credit Agreement.

3. Recordation. The Agent hereby authorizes the Grantors or their authorized representatives to (i) record this Agreement with the United States Patent and Trademark Office, and/or (ii) otherwise record or file this Agreement in any applicable governmental office or agency.

4. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

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

JPMorgan Chase Bank, N.A., as US Collateral
Agent and Administrative Agent

By: 

Name: Aized Rabbani

Title: Executive Director

Schedule A

Trademark Collateral

OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	3,839,705	89007
Dayco IP Holdings, LLC	3,839,706	89010
Dayco IP Holdings, LLC	3,839,707	89015
Dayco IP Holdings, LLC	3,762,117	89017
Dayco IP Holdings, LLC	3,762,118	89048
Dayco IP Holdings, LLC	3,762,119	89201
Dayco IP Holdings, LLC	3,762,120	89203
Dayco IP Holdings, LLC	3,762,121	89209
Dayco IP Holdings, LLC	3,839,708	89215
Dayco IP Holdings, LLC	3,843,507	89230
Dayco IP Holdings, LLC	3,843,508	89231
Dayco IP Holdings, LLC	3,843,509	89233
Dayco IP Holdings, LLC	3,839,709	89251
Dayco IP Holdings, LLC	1,493,547	ADDEM
Dayco IP Holdings, LLC	1,868,010	ARAMAX
Dayco IP Holdings, LLC	826,372	ARROW LOGO
Dayco IP Holdings, LLC	791,413	AUTOFLEX
Dayco IP Holdings, LLC	849,820	Belt Design
Dayco IP Holdings, LLC	1,056,610	CLAMP-FINDER
Dayco IP Holdings, LLC	1,391,387	DAYCO
Dayco IP Holdings, LLC	3,050,217	DAYCO
Dayco IP Holdings, LLC	3,050,218	DAYCO
Dayco IP Holdings, LLC	3,050,220	DAYCO

OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	424,888	DAYCO (Stylized)
Dayco IP Holdings, LLC	1,647,865	DAYCO (with bar)
Dayco IP Holdings, LLC	1,689,837	DAYCO (with bar)
Dayco IP Holdings, LLC	1,258,003	DAYCO BLACK BELT EXPERTS
Dayco IP Holdings, LLC	1,248,721	DAYCO BLACK BELT EXPERTS & Design
Dayco IP Holdings, LLC	3,174,023	DAYPERM
Dayco IP Holdings, LLC	879,953	DRIVE RITE
Dayco IP Holdings, LLC	1,961,341	DURA MAX
Dayco IP Holdings, LLC	1,248,283	DURAGUARD
Dayco IP Holdings, LLC	1,508,598	E DAYCO COMMITTED TO EXCELLENCE & Design
Dayco IP Holdings, LLC	1,234,441	FACTFINDER
Dayco IP Holdings, LLC	832,920	GOLD LABEL
Dayco IP Holdings, LLC	3,032,384	GOLD LABEL
Dayco IP Holdings, LLC	826,412	GPL
Dayco IP Holdings, LLC	3,855,679	HPX
Dayco IP Holdings, LLC	918,500	INSULONE
Dayco IP Holdings, LLC	1,042,118	INSURE
Dayco IP Holdings, LLC	850,603	KWIK-FLEX
Dayco IP Holdings, LLC	999,555	MULTI-RIB
Dayco IP Holdings, LLC	2,641,207	NO SLACK
Dayco IP Holdings, LLC	1,243,988	ONE FOR THE ROAD
Dayco IP Holdings, LLC	1,243,986	ONE FOR THE ROAD & Design
Dayco IP Holdings, LLC	1,479,618	POLY COG
Dayco IP Holdings, LLC	1,002,590	POLY RIB
Dayco IP Holdings, LLC	936,087	QUICK-FIT
Dayco IP Holdings, LLC	1,385,162	RAINCHECK
Dayco IP Holdings, LLC	1,243,987	ROAD DESIGN
Dayco IP Holdings, LLC	1,124,505	S-BELT

OWNER	REGISTRATION NUMBER	TRADEMARK
Dayco IP Holdings, LLC	413,577	STIFLEX
Dayco IP Holdings, LLC	3,041,569	TOP COG
Dayco IP Holdings, LLC	1,868,012	TOUR
Dayco IP Holdings, LLC	808,101	UNI-V