

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
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ETAS ID: TM320728

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST IN TRADEMARKS (Release of 4875/0803)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GOLDMAN SACKS BANK USA		10/20/2014	Administrative Agent:

RECEIVING PARTY DATA

Name:	CLOYES GEAR AND PRODUCTS, INC.
Street Address:	6101 Phoenix Avenue
Internal Address:	Suite 2
City:	Fort Smith
State/Country:	ARKANSAS
Postal Code:	72903
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	1370932	CLOYES
Registration Number:	1380128	CLOYES
Registration Number:	2068437	D
Registration Number:	3587888	DYNAGEAR
Registration Number:	1755179	HEX-A-JUST
Registration Number:	1198608	PLUS
Registration Number:	3566995	QUICK ADJUST
Registration Number:	1995236	STIFFBACK
Registration Number:	2191699	THE FULL LINE MANUFACTURER
Registration Number:	1198609	TRUE

CORRESPONDENCE DATA

Fax Number: 2123108007

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: 212.310.8000

Email: juan.arias@weil.com

Correspondent Name: Alison Carrizales

Address Line 1: Weil, Gotshal & Manges LLP

TRADEMARK

Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER: 14845-0075ALISONCARRIZALE

NAME OF SUBMITTER: Alison Carrizales

SIGNATURE: /Alison Carrizales/

DATE SIGNED: 10/21/2014

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of October 20, 2014 and granted by GOLDMAN SACHS BANK USA (the "Administrative Agent"), in its capacity as administrative agent and collateral agent pursuant to that certain Credit Agreement, dated as of October 5, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among ASP HHI ACQUISITION CO., INC., a Delaware corporation (the "Borrower"), ASP HHI INTERMEDIATE HOLDINGS II, INC., a Delaware corporation ("Holdings"), each lender from time to time party thereto, and the Administrative Agent, in favor of CLOYES GEAR AND PRODUCTS, INC., an Ohio corporation (the "Grantor"). Capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein.

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of October 5, 2012 (the "Trademark Security Agreement"), between the Grantor and the Administrative Agent, which was recorded with the United States Patent and Trademark Office (the "USPTO") on October 8, 2012 on Reel 4875 Frame 0803, the Grantor pledged to the Administrative Agent a continuing security interest in all of its right, title and interest in and to the Trademark Collateral (as defined in the Trademark Security Agreement), including, without limitation, the trademarks, trademark registrations, trademark applications and licenses set forth on Schedule I hereto, the goodwill associated therewith, and all products and proceeds of the foregoing, including without limitation any claim by the Grantor against third parties for past, present or future infringement, misappropriation, violation, dilution, misuse or breach with respect to any of the foregoing (collectively, the "Trademarks"); and

WHEREAS, the Borrower has repaid the Credit Agreement, as described in the Payoff Letter dated October 20, 2014, executed by the Administrative Agent and acknowledged by the Borrower (the "Payoff Letter"), and has satisfied all Obligations thereunder, and the Administrative Agent has agreed to release its security interest in and lien on the Trademarks.

NOW, THEREFORE, in acknowledgement that the Credit Agreement has been repaid in its entirety and the Grantor has satisfied all Obligations thereunder, and conditioned expressly upon the effectiveness of the Payoff Letter, the Administrative Agent hereby terminates the Trademark Security Agreement and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Trademarks, including the goodwill associated therewith, in each case without warranty or recourse.

If and to the extent the Administrative Agent has acquired any right, title or interest in, to or under any of the Trademarks, then conditioned expressly upon the effectiveness of the Payoff Letter, the Administrative Agent hereby assigns, transfers, conveys and delivers such right, title or interest to the Grantor.

The Administrative Agent shall take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other

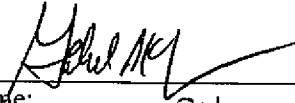
instruments), reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release, in each case at the Grantor's sole expense.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(Signature page follows)

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized officer as of the date first set forth above.

GOLDMAN SACHS BANK USA, as
Administrative Agent

By: 
Name: _____ Gabriel Jacobson
Title: Authorized Signatory

By: _____
Name: _____
Title: _____

SIGNATURE PAGE TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS
(ASP HHI ACQUISITION CO., INC.)

TRADEMARK
REEL: 005385 FRAME: 0068

CLOYES GEAR AND PRODUCTS, INC.

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Registration or Filing Date	Registration No. (Application No.)
CLOYES	11/19/85	1370932
CLOYES AND DESIGN	1/28/86	1380128
D-DESIGN	6/10/97	2068437
DYNAGEAR	3/10/09	3587888
HEX-A-JUST	3/2/93	1755179
PLUS*	6/22/82*	1198608*
QUICK ADJUST	1/27/09	3566995
STIFFBACK	8/20/96	1995236
THE FULL LINE MANUFACTURER	9/29/98	2191699
TRUE	6/22/82	1198609

* Renewal of the U.S. trademark "PLUS" (registration number 1198608) owned by Cloyes Gear and Products, Inc. was due on June 22, 2012. For business reasons, Cloyes declined to pursue renewal of that trademark, which can still be filed any time prior to December 22, 2012.

U.S. TRADEMARK LICENSES

Name of Agreement	Parties Licensor/Licensee	Date of Agreement	Subject Matter
Trademark License Agreement	Cloyes Gear and Products, Inc. / Melling	May 15, 2003	License to use U.S. trademark No. 2,438, 540 for "DYNAGEAR" for use in connection with the manufacture, distribution, sale, and advertising of oil pumps in the U.S. and Mexico
Manufacturer's Trademark License Agreement	National Automotive Parts Association/Cloyes Gear & Products, Inc.	October 6, 2004	License to use U.S. trademarks for "NAPA" and "NAPA and Design" for use in association with certain products