

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM468670

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., AS COLLATERAL AGENT		04/04/2018	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Cloyes Gear and Products, Inc.		
Street Address:	7800 Ball Road		
City:	Fort Smith		
State/Country:	ARKANSAS		
Postal Code:	72908		
Entity Type:	Corporation: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	1370932	CLOYES	
Registration Number:	1380128	CLOYES	
Registration Number:	1198609	TRUE	
Registration Number:	1995236	STIFFBACK	
Registration Number:	2191699	THE FULL LINE MANUFACTURER	
Registration Number:	2068437	D	
Registration Number:	3587888	DYNAGEAR	
Registration Number:	1755179	HEX-A-JUST	
Registration Number:	3566995	QUICK ADJUST	
CORRESPONDENCE DATA			
Fax Number:	3129847700		
<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:	312.372.2000		
Email:	bwong@mwe.com, cvicino@mwe.com		
Correspondent Name:	Carolyn M. Vicino		
Address Line 1:	McDermott Will & Emery LLP		
Address Line 2:	444 West Lake Street, Suite 4000		
Address Line 4:	Chicago, ILLINOIS 60606-0029		

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TRADEMARK

NAME OF SUBMITTER:	Carolyn M. Vicino
SIGNATURE:	/Carolyn M. Vicino/
DATE SIGNED:	04/05/2018
Total Attachments: 3 source=Cloyes - AAM 2018 (Asset Sale) - Trademark Release [execution version]#page1.tif source=Cloyes - AAM 2018 (Asset Sale) - Trademark Release [execution version]#page2.tif source=Cloyes - AAM 2018 (Asset Sale) - Trademark Release [execution version]#page3.tif	

RELEASE OF TRADEMARK SECURITY INTEREST, dated as of April 4, 2018 (this "**Release**"), by JPMORGAN CHASE BANK, N.A. ("**JPMorgan**") in its capacity as collateral agent (in such capacity, the "**Collateral Agent**"). Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Credit Agreement referred to below.

Reference is made to (i) the Credit Agreement dated as of April 6, 2017 (as amended, supplemented, restated or otherwise modified from time to time, the "**Credit Agreement**"), among American Axle & Manufacturing, Inc. (the "**Borrower**"), American Axle & Manufacturing Holdings, Inc. (the "**Parent**"), the lenders from time to time party thereto and JPMorgan, as Administrative Agent, (ii) 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 Subsidiaries of the Parent from time to time party thereto and the Collateral Agent and (iii) the Trademark Security Agreement dated as of June 5, 2017 (the "**Trademark Security Agreement**") among the Parent, the Borrower, the Subsidiaries of the Parent party thereto and JPMorgan, as Collateral Agent (the Collateral Agreement and the Trademark Security Agreement shall be collectively referred to as the "**Security Documents**").

WHEREAS, pursuant to the Security Documents, Cloyes Gear and Products, Inc. (the "**Grantor**") has granted a security interest to the Collateral Agent, and its successors and assigns, for the benefit of the Secured Parties in, among other things, such Grantor's right, title and interest in, certain trademarks, which security interest was recorded with the United States Patent & Trademark Office on June 8, 2017 at Reel/Frame 6079/0313.

WHEREAS, in connection with the sale of certain assets of the Grantor, including the trademarks set forth on Schedule I hereto (the "**Trademarks**"), pursuant to the Asset Purchase Agreement dated as of the date hereof (the "**Purchase Agreement**"), between the Grantor and HH-Cloyes, Inc., a Delaware corporation, the Grantor has requested that the Collateral Agent release all right, title and interest of the Collateral Agent, for the benefit of the Secured Parties, in and to the Trademarks.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent does hereby release, cancel, relinquish and discharge any and all security interests it has against the Trademarks and reassigns all right, title and interest it has in the Trademarks to the Grantor. The execution and delivery of this Release by the Collateral Agent are made without representation or warranty by, or recourse to, the Collateral Agent or any other Secured Party.

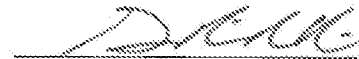
THIS RELEASE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be
duly executed as of the day and year first above written.

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

By



Name: Gene Riego de Dios

Title: Executive Director


[Signature Page to Trademark Release]

TRADEMARK
REEL: 006308 FRAME: 0236

Schedule I

TRADEMARKS/TRADE NAMES OWNED BY
CLOYES GEAR AND PRODUCTS, INC.

U.S. Trademark Registrations

Mark	Application Number	Application Date	Registration Number	Registration Date
CLOYES	73/535,649	05/03/1985	1,370,932	11/19/1985
CLOYES & DESIGN 	73/545,801	07/01/1985	1,380,128	01/28/1986
TRUE	73/275,222	08/22/1980	1,198,609	06/22/1982
STIFFBACK	74705125	07/24/1995	1995236	08/20/1996
THE FULL LINE MANUFACTURER	74705128	07/24/1995	2191699	09/29/1998
D and Design	74705124	07/24/1995	2068437	06/10/1997
DYNAGEAR	77175715	05/08/2007	3587888	03/10/2009
HEX-A-JUST	74278857	05/22/1992	1755179	03/02/1993
QUICK ADJUST	77486252	05/29/2008	3566995	01/27/2009

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