

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM494384

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	GRANT OF A SECURITY INTEREST - TRADEMARKS

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RAYBESTOS POWERTRAIN, LLC		10/12/2016 10/15/2018	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	SJC DLF III-K, LLC
Street Address:	1700 East Putnam Avenue
Internal Address:	Suite 207
City:	Old Greenwich
State/Country:	CONNECTICUT
Postal Code:	06870
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1678426	BLUE PLATE SPECIAL
Registration Number:	1822121	CLUTCH-PACK
Registration Number:	2952645	SW CARBON
Registration Number:	2957628	TAKES HEAT WITHOUT CONING ZPAK
Registration Number:	3754122	ALLOMATIC
Registration Number:	4066470	GPXX
Registration Number:	5306405	GPXX
Registration Number:	4877580	HT

OP \$215.00 1678426

CORRESPONDENCE DATA

Fax Number: 8004947512
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: 800-494-5225
 Email: ipteam@cogencyglobal.com
 Correspondent Name: Stewart Walsh
 Address Line 1: 1025 Vermont Ave NW, Suite 1130
 Address Line 2: Cogency Global Inc.
 Address Line 4: Washington, D.C. 20005

ATTORNEY DOCKET NUMBER:	1004301 TM IPSA
NAME OF SUBMITTER:	Sonya Jackman
SIGNATURE:	/Sonya Jackman/
DATE SIGNED:	10/17/2018
Total Attachments: 4 source=#91380711v1 - (Project Clutch - Trademark Security Agreement)#page2.tif source=#91380711v1 - (Project Clutch - Trademark Security Agreement)#page3.tif source=#91380711v1 - (Project Clutch - Trademark Security Agreement)#page4.tif source=#91380711v1 - (Project Clutch - Trademark Security Agreement)#page5.tif	

GRANT OF A SECURITY INTEREST -- TRADEMARKS

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of October 15, 2018, by (“Grantor”), in favor of SJC DLF III-K, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and permitted assigns in such capacity, “Grantee”).

WHEREAS, Grantor owns the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Pledge and Security Agreement, dated October 15, 2018 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of SJC DLF III-K, LLC, as the Collateral Agent for itself and the Lenders.

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (each such term as defined in the Security Agreement), a continuing security interest in all Trademarks, together with all goodwill associated therewith and symbolized thereby, but excluding any intent-to-use trademark applications to the extent and for so long as creation by a Grantor of a security interest therein would result in the abandonment, cancellation, invalidation or unenforceability thereof and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action arising out of or relating to any infringement thereof and any and rights to recover from past, present and future violations thereof (the “IP Collateral”), as collateral security for the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the IP Collateral (other than, to the extent provided in the Security Agreement, any Excluded Property).

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

In the event of any conflict between this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall control.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

RAYBESTOS POWERTRAIN, LLC

By: Cecile DeLaGarza
Name: Cecile DeLaGarza
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK
REEL: 006474 FRAME: 0660**

SCHEDULE A TO GRANT OF A SECURITY INTEREST

TRADEMARKS

A. Registered Trademarks

Owner	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Assignees
Raybestos Powertrain, LLC	USA	Blue Plate Special	1,678,426 ¹	4/10/1991	03/10/1992	Raybestos Powertrain, LLC
Raybestos Powertrain, LLC	USA	Clutch-Pack	1,822,121 ²	2/5/1993	02/15/1994	Raybestos Powertrain, LLC
Raybestos Powertrain, LLC	USA	SW Carbon & Design	2,952,645	5/12/2003	05/17/2005	Raybestos Powertrain, LLC
Raybestos Powertrain, LLC	USA	ZPAK & Design-Takes Heat Without Coning	2,957,628	5/5/2003	05/31/2005	Raybestos Powertrain, LLC
Raybestos Powertrain, LLC	USA	ALLOMATIC	3,754,122 ³	6/11/2009	03/02/2010	Raybestos Powertrain, LLC
Raybestos Powertrain, LLC	China	ALLOMATIC	6,731,397	N/A	N/A	N/A
Raybestos Powertrain, LLC	USA	GPXX and Design (color)	4,066,470	04/05/11	12/06/2011	Raybestos Powertrain, LLC
Raybestos Powertrain, LLC	USA	GPXX and Design (black only)	5,306,405	07/25/17	10/10/2017	Raybestos Powertrain, LLC
Raybestos Powertrain, LLC	USA	HT	4,877,580	05/22/2015	12/29/2015	N/A

B. Trademark Applications

None.

¹ Expires 03/10/2022.

² Expires 02/15/2024.

³ Expires 03/02/2020.