

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM589649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		07/30/2020	Corporation:
RECEIVING PARTY DATA			
Name:	SYNTEC SEATING SOLUTIONS LLC		
Street Address:	7205 STERLING PONDS COURT		
City:	STERLING HEIGHTS		
State/Country:	MICHIGAN		
Postal Code:	48312-5813		
Entity Type:	Limited Liability Company: MICHIGAN		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4323093	S3	
Registration Number:	4326961	S3	
CORRESPONDENCE DATA			
Fax Number:	6167423999		
<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:	(616) 742-3921		
Email:	anita.isenga@btlaw.com		
Correspondent Name:	BARNES & THORNBURG LLP		
Address Line 1:	171 MONROE AVENUE NW, STE 1000		
Address Line 4:	GRAND RAPIDS, MICHIGAN 49503		
NAME OF SUBMITTER:	Jeffrey A. Michael		
SIGNATURE:	/Jeffrey A. Michael/		
DATE SIGNED:	07/31/2020		
Total Attachments: 5			
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OP \$65.00 4323093

RELEASE OF TRADEMARK SECURITY AGREEMENT

July 30, 2020

WHEREAS SynTec Seating Solutions LLC, a Michigan limited liability company (herein referred to as “**Owner**”) owns the Trademark Collateral (as defined below);

WHEREAS the Owner, among others, Joyson KSS Auto Safety Holdings S.A., the financial institutions named therein as Original Lenders, and Deutsche Bank AG, Hong Kong Branch as agent are parties to a Senior Facilities Agreement dated April 9, 2018 (amended, supplemented or otherwise modified from time to time, the “**Senior Facilities Agreement**”);

WHEREAS pursuant to (i) a Security Agreement dated as of April 10, 2018 as supplemented by an Intellectual Property Security Agreement Supplement (Trademark Registrations and Trademark Applications) dated April 10, 2018 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”) entered into between among others, the Owner and Deutsche Bank Trust Company Americas, as Security Agent (the “**Security Agent**”, which expression shall include successors, assigns, and transferees) and (ii) certain other Security Agreement, the Owner has secured the Secured Obligations (as defined in the Senior Facilities Agreement) by granting to the Security Agent as security agent for the Secured Parties (as defined in the Security Agreement) a continuing security interest in personal property of the Owner, including all right, title, and interest in, to, and under the Trademark Collateral; and

WHEREAS the Owner, among others, Joyson KSS Auto Safety Holdings S.A., the financial institutions named therein as Original Lenders, Deutsche Bank AG, Hong Kong Branch as agent, and Deutsche Bank Trust Company Americas, as Security Agent are desirous of the Security Agent relinquishing any and all security interest in personal property of the Owner, including all right, title, and interest in, to, and under the Trademark Collateral:

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Defined Terms.** Capitalized terms used but not otherwise defined herein shall have the meanings given to them in the **Security Agreement**.
2. **Release of Security Interest.** Security Agent and any successors and assigns hereby releases to the Owner, with the full understanding and consent of the Secured Parties, any and all security interest in and mortgage on the Trademark Collateral and all properties, assets and rights of the Owner wherever located as may have previously been conveyed, whether now owned or hereafter acquired or arising in the Trademark Collateral. The Security Agent irrevocably surrenders, and the Owner hereby expressly revokes, any officer or agent of the Security Agent the full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Owner under the Security Agreement. The Security Agent may take no action with respect to the Trademark Collateral, and has no discretion to do so, and the Owner solely may take any,

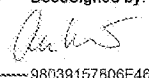
all, or no appropriate action as it relates to the Trademark Collateral, and may execute any, all, or no documents and instruments which may be necessary or desirable as the Owner sees fit.

3. **Security Agreement.** In the case of any inconsistencies between the terms of this Release of Trademark Security Agreement and those of the Security Agreement, this Agreement shall prevail.
4. **GOVERNING LAW.** THIS RELEASE OF TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.
5. **Submission to Jurisdiction.** The Owner irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the courts of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Release of Trademark Security Agreement or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees, to the fullest extent permitted by applicable law, that all claims in respect of any such action or proceeding may be heard and determined in such New York state court or in such federal court.
6. **Counterparts.** This Release of Trademark Security Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Release of Trademark Security Agreement shall become effective when it shall have been executed by the Security Agent and the Owner shall have received counterparts hereof that, when taken together, bear the signature of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Release of Trademark Security Agreement by electronic transmission shall be effective as delivery of a manually executed counterpart of this Release of Trademark Security Agreement.

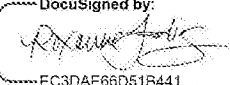
[Remainder of page left intentionally blank; signatures to follow]

IN WITNESS HEREOF, the Security Agent has caused this Release of Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

SIGNED by)
for and on behalf of)
Deutsche Bank Trust Company)
Americas)
as Security Agent)

DocuSigned by:

98039157806F463...

Name **Alice Carter**
Title **Assistant Vice President**

DocuSigned by:

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Name **Roxanne Tadios**
Title **Assistant Vice President**

ACKNOWLEDGED:)

SIGNED by)
for and on behalf of)
Syntec Seating Solutions LLC)
as Owner)

Name
Title

IN WITNESS HEREOF, the Security Agent has caused this Release of Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first above written.

SIGNED by)

for and on behalf of)
Deutsche Bank Trust Company)
Americas)
as Security Agent)

Name
Title

Name
Title

ACKNOWLEDGED:)

SIGNED by)

for and on behalf of)
Syntec Seating Solutions LLC)
as Owner)

Jeffrey M. Zryd

Name: Jeffrey M. Zryd
Title: Committee Member

Schedule 1

SynTec Seating Solutions, LLC Trademarks:						
Mark	Application No.	Filing Date	Registration No.	Registration Date	Country	Status
SYNTEC SEATING SOLUTIONS	77/874,728	11/17/2009	3,837,115	8/24/2010	US	Inactive
M2K	77/874,742	11/17/2009	4,039,074	10/11/2011	US	Inactive
S3	85/569,042	3/14/2012	4,323,093	4/23/2013	US	Active
S3 (LOGO)	85/569,077	3/14/2012	4,326,961	4/30/2013	US	Active
SYNTEC SEATING SOLUTIONS	1460424	11/25/2009	N/A	N/A	CA	Inactive
M2K	1460425	11/25/2009	N/A	N/A	CA	Inactive