

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM628705

|  |  |                                       |  |
|--|--|---------------------------------------|--|
| <b>SUBMISSION TYPE:</b>                            | NEW ASSIGNMENT   |                                       |  |
| <b>NATURE OF CONVEYANCE:</b>                       | CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (R/F 5422/0396) |                                       |  |
| <b>CONVEYING PARTY DATA</b>                        |  |                                       |  |
| <b>Name</b>  | <b>Formerly</b>  | <b>Execution Date</b>                 | <b>Entity Type</b>                             |
| JPMORGAN CHASE BANK, N.A., AS ADMINISTRATIVE AGENT |  | 02/26/2021                            | National Banking Association:<br>UNITED STATES |
| <b>RECEIVING PARTY DATA</b>                        |  |                                       |  |
| <b>Name:</b>                                       | TENNECO AUTOMOTIVE OPERATING COMPANY INC.  |                                       |  |
| <b>Street Address:</b>                             | 500 NORTH FIELD DR.  |                                       |  |
| <b>City:</b>                                       | LAKE FOREST  |                                       |  |
| <b>State/Country:</b>                              | ILLINOIS   |                                       |  |
| <b>Postal Code:</b>                                | 60045  |                                       |  |
| <b>Entity Type:</b>                                | Corporation: DELAWARE  |                                       |  |
| <b>PROPERTY NUMBERS Total: 19</b>                  |  |                                       |  |
| <b>Property Type</b>                               | <b>Number</b>  | <b>Word Mark</b>                      |  |
| <b>Registration Number:</b>                        | 4309233  | DYNOMAX                               |  |
| <b>Registration Number:</b>                        | 4563983  | NOISEBRAKER                           |  |
| <b>Registration Number:</b>                        | 4313162  | QUICK-FIT                             |  |
| <b>Registration Number:</b>                        | 4395792  | QUICKLIFT                             |  |
| <b>Registration Number:</b>                        | 4352855  | RIDE SAFE                             |  |
| <b>Registration Number:</b>                        | 4450306  | ROCKGEAR                              |  |
| <b>Registration Number:</b>                        | 4500477  | RS5000                                |  |
| <b>Registration Number:</b>                        | 4395794  | RS7000                                |  |
| <b>Registration Number:</b>                        | 4500478  | RS9000                                |  |
| <b>Registration Number:</b>                        | 4389546  | SEVERE SOLUTION                       |  |
| <b>Serial Number:</b>                              | 86187694   | SIGNATURE SOUND                       |  |
| <b>Serial Number:</b>                              | 86140255   | SOLID SCR                             |  |
| <b>Registration Number:</b>                        | 4295834  | SOUNDFX                               |  |
| <b>Registration Number:</b>                        | 4438967  | SUPER TURBO                           |  |
| <b>Serial Number:</b>                              | 86031417   | TECH-FIT                              |  |
| <b>Registration Number:</b>                        | 4341401  | TWIN TECHNOLOGY ACTIVE CONTROL SYSTEM |  |
| <b>Registration Number:</b>                        | 4435275  | ULTRA FLO                             |  |

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| Property Type        | Number   | Word Mark |
|----------------------|----------|-----------|
| Serial Number:       | 85832899 | WALKER    |
| Registration Number: | 4498168  | XNOX      |

**CORRESPONDENCE DATA**

**Fax Number:** 2124552502

*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)455-2333

**Email:** ksolomon@stblaw.com

**Correspondent Name:** BOBBIE BURROWS, ESQ.

**Address Line 1:** SIMPSON THACHER & BARTLETT LLP

**Address Line 2:** 425 LEXINGTON AVENUE

**Address Line 4:** NEW YORK, NEW YORK 10017

|                                |                |
|--------------------------------|----------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 509265/2122    |
| <b>NAME OF SUBMITTER:</b>      | BOBBIE BURROWS |
| <b>SIGNATURE:</b>              | /BB/           |
| <b>DATE SIGNED:</b>            | 02/26/2021     |

**Total Attachments: 4**

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**CONFIRMATION OF TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARK RIGHTS**

This CONFIRMATION OF TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Termination and Release"), dated as of February 26, 2021, from JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Administrative Agent"), to Tenneco Automotive Operating Company Inc., a Delaware corporation formerly known as Tenneco Automotive Inc. (the "Obligor").

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Guarantee and Collateral Agreement, dated as of December 8, 2014 (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement"), Obligor pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest (the "Security Interest") in all Intellectual Property, including the Trademark Collateral (as hereinafter defined), whether now owned or hereafter acquired by the Obligor;

WHEREAS, pursuant to that certain Grant of Security Interest in Trademark Rights dated as of December 8, 2014, among the Administrative Agent and Obligor (the "Security Agreement"), Obligor, by reference to the Guarantee and Collateral Agreement, reaffirmed its intent to grant a Security Interest to the Administrative Agent specifically in certain Trademark Collateral;

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on December 18, 2014 at Reel 5422 and Frame 0396.

WHEREAS, the Administrative Agent terminated and released the entirety of its Security Interest in all collateral, including the Trademark Collateral, pursuant to the Pay-off Letter, dated as of October 1, 2018 (the "Pay-Off Letter")

WHEREAS, the Administrative Agent now desires to confirm its termination and release of the entirety of its Security Interest in the Trademark Collateral;

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

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of Obligor's right, title and interest of every kind and nature as of the date hereof in the Trademarks (including, without limitation, those items listed on Schedule A hereto). The term "Trademarks" shall have the meaning provided or provided by reference in the Guarantee and Collateral Agreement and the Security Agreement. Capitalized terms used in this Termination and Release

and not otherwise defined herein have the meanings provided or provided by reference in the Guarantee and Collateral Agreement and the Security Agreement.

2. Release of Security Interest. The Administrative Agent hereby confirms, without recourse, representation or warranty of any kind whatsoever, that the Pay-Off Letter terminated the Security Agreement and terminated, released and discharged its Security Interest in and to the Trademark Collateral, and any right, title or interest of the Administrative Agent in such Trademark Collateral thereby became null and void. Notwithstanding the foregoing, to the extent it is deemed that the Pay-Off Letter did not effect such termination, release and discharge, with this Termination and Release the Administrative Agent hereby, without recourse, representation or warranty of any kind whatsoever, terminates, releases and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks referred to on Schedule A hereto.

3. Further Assurances. The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably requested by the Obligor, at the Obligor's sole cost and expense, to more fully effectuate the release of the Security Interest contemplated hereby.

[Signature Page Follows]

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

JPMORGAN CHASE BANK, N.A.

By:   
Name: Gene R. Riego de Dios  
Title: Executive Director

## Schedule A

### Patents

| <b>TRADEMARK</b>                               | <b>OWNER</b>                              | <b>Application No.</b> | <b>Registration No.</b> |
|--|---|------------------------|-------------------------|
| DYNOMAX  | Tenneco Automotive Operating Company Inc. | 85/752,727             | 4,309,233               |
| NOISEBREAKER                                   | Tenneco Automotive Operating Company Inc. | 86/131,181             | 4,563,983               |
| QUICK-FIT                                      | Tenneco Automotive Operating Company Inc. | 85/748,249             | 4,313,162               |
| QUICKLIFT                                      | Tenneco Automotive Operating Company Inc. | 85/831,481             | 4,395,792               |
| RIDESAFE                                       | Tenneco Automotive Operating Company Inc. | 85/675,462             | 4,352,855               |
| ROCKGEAR                                       | Tenneco Automotive Operating Company Inc. | 85/844,355             | 4,450,306               |
| RS5000   | Tenneco Automotive Operating Company Inc. | 85/831,492             | 4,500,477               |
| RS7000   | Tenneco Automotive Operating Company Inc. | 85/831,499             | 4,395,794               |
| RS9000   | Tenneco Automotive Operating Company Inc. | 85/831,502             | 4,500,478               |
| SEVERE SOLUTION                                | Tenneco Automotive Operating Company Inc. | 85/727,187             | 4,389,546               |
| SIGNATURE SOUND                                | Tenneco Automotive Operating Company Inc. | 86/187,694             | Pending                 |
| SOLID SCR                                      | Tenneco Automotive Operating Company Inc. | 86/140,255             | Pending                 |
| SOUNDFX  | Tenneco Automotive Operating Company Inc. | 85/755,230             | 4,295,834               |
| SUPER TURBO                                    | Tenneco Automotive Operating Company Inc. | 85/831,506             | 4,438,967               |
| TECH-FIT                                       | Tenneco Automotive Operating Company Inc. | 86/031,417             | Pending                 |
| TWIN TECHNOLOGY ACTIVE CONTROL SYSTEM & Design | Tenneco Automotive Operating Company Inc. | 85/682,580             | 4,341,401               |
| ULTRAFLO                                       | Tenneco Automotive Operating Company Inc. | 85/831,509             | 4,435,275               |
| WALKER & Design (New)                          | Tenneco Automotive Operating Company Inc. | 85/832,899             | Pending                 |
| XNOX   | Tenneco Automotive Operating Company Inc. | 86/059,148             | 4,498,168               |