

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Delphi Technologies, Inc.		11/06/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	The Bank of New York Mellon, as administrative agent
Street Address:	600 East Las Colinas Blvd., Suite 1300
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	banking corporation: NEW YORK

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	78115882	DELPHI
Serial Number:	75717554	DELPHI
Serial Number:	75678363	DELPHI
Serial Number:	75717821	DELPHI
Serial Number:	75717824	DELPHI AUTOMOTIVE SYSTEMS
Serial Number:	75717822	DELPHI
Serial Number:	75701444	DELPHI
Serial Number:	74622021	DELPHI

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: josh.vandeurzen@weil.com, beth.akers@weil.com  
 Correspondent Name: Josh Van Deurzen  
 Address Line 1: Weil Gotshal & Manges LLP  
 Address Line 2: 767 Fifth Avenue

CH \$215.00 78115882

**900147587**

**TRADEMARK  
 REEL: 004095 FRAME: 0959**

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	64946-0003 J VAN DEURZEN
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NAME OF SUBMITTER:	Josh Van Deurzen
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Signature:	/Josh Van Deurzen/
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Date:	11/13/2009
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**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT, dated as of November 6, 2009, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*") and, collectively, the "*Grantors*"), in favor of The Bank of New York Mellon, as administrative agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

**Witnesseth:**

WHEREAS, pursuant to the Credit Agreement, dated as of October 6, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among DIP HOLDCO LLP (to be renamed DELPHI HOLDINGS LLP), as the parent, DELPHI HOLDINGS S.À R.L., as the intermediate holding company, NEW DELPHI 1, LLC (to be converted into a corporation under the law of the State of Delaware and renamed DELPHI CORPORATION), as the US borrower (the "*Borrower*"), NEW DELPHI HOLDINGS 1, LLC (to be renamed DELPHI HOLDINGS LLC), DELPHI INTERNATIONAL HOLDINGS LLP, as the intermediate foreign holding company, DELPHI INTERNATIONAL HOLDINGS S.À R.L., as the initial foreign borrower, DELPHI INTERNATIONAL S.À R.L., the Lenders party thereto and THE BANK OF NEW YORK MELLON, as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement dated as of October 6, 2009 in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

***Section 2. Grant of Security Interest in Trademark Collateral***

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*")

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.


***Section 3. Security Agreement***

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

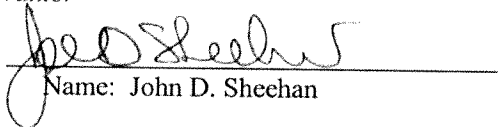
[SIGNATURE PAGES FOLLOW]

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

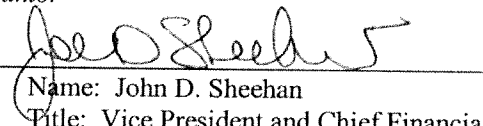
DELPHI CONNECTION SYSTEMS HOLDINGS LLC,  
*as Grantor*

By:   
Name: James P. Whitson  
Title: Chief Tax Officer

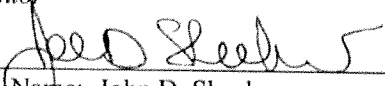
DELPHI PROPERTIES MANAGEMENT LLC,  
*as Grantor*

By:   
Name: John D. Sheehan  
Title: Vice President and Chief Financial Officer

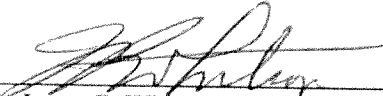
DELPHI TECHNOLOGIES, INC.,  
*as Grantor*

By:   
Name: John D. Sheehan  
Title: Vice President and Chief Financial Officer

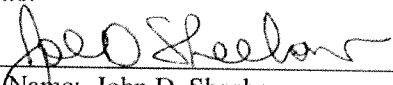
DELPHI AUTOMOTIVE SYSTEMS LLC,  
*as Grantor*

By:   
Name: John D. Sheehan  
Title: Vice President and Chief Financial Officer

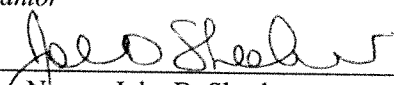
DELPHI CONNECTION SYSTEMS LLC,  
*as Grantor*

By:   
Name: James P. Whitson  
Title: Chief Tax Officer

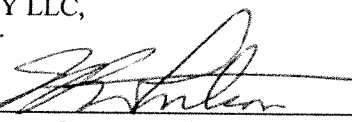
DELPHI CORPORATION,  
*as Grantor*

By:   
Name: John D. Sheehan  
Title: Vice President and Chief Financial Officer

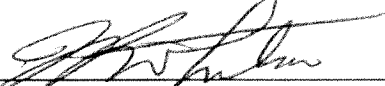
DELPHI HOLDINGS LLC,  
*as Grantor*

By:   
Name: John D. Sheehan  
Title: President

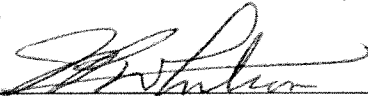
DELPHI INTERNATIONAL SERVICES  
COMPANY LLC,  
*as Grantor*

By:   
Name: James P. Whitson  
Title: Chief Tax Officer

DELPHI MEDICAL SYSTEMS LLC,  
*as Grantor*


By:   
Name: James P. Whitson  
Title: Chief Tax Officer

DELPHI TRADE MANAGEMENT LLC,  
*as Grantor*

By:   
Name: James P. Whitson  
Title: Chief Tax Officer

ACCEPTED AND AGREED  
as of the date first above written:

THE BANK OF NEW YORK MELLON  
*as the Administrative Agent*

By:   
Name: \_\_\_\_\_  
Title: *Eddie Wang*  
*Vice President*

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 004095 FRAME: 0966**



Mark	Registration No.	Serial No.	Assignee/Applicant
DELPHI	n/a	78115882	Delphi Technologies, Inc.
DELPHI	2919187	75717554	Delphi Technologies, Inc.
DELPHI	3127203	75678363	Delphi Technologies, Inc.
DELPHI	2833482	75717821	Delphi Technologies, Inc.
DELPHI AUTOMOTIVE SYSTEMS	2523941	75717824	Delphi Technologies, Inc.
DELPHI	2436360	75717822	Delphi Technologies, Inc.
DELPHI	2577022	75701444	Delphi Technologies, Inc.
DELPHI	2030835	74622021	Delphi Technologies, Inc.