

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328951

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.		01/13/2015	Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Delphi Technologies, Inc.		
Street Address:	5725 Dephi Drive		
City:	Troy		
State/Country:	MICHIGAN		
Postal Code:	48098		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2833482	DELPHI	
Registration Number:	2436360	DELPHI	
Registration Number:	2030835	DELPHI	
Registration Number:	2577022	DELPHI	
Registration Number:	2919187	DELPHI	
Registration Number:	3127203	DELPHI	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	marina.kelly@thomsonreuters.com		
Correspondent Name:	Elaine Carrera, Legal Assistant		
Address Line 1:	80 Pine Street		
Address Line 2:	c/o Cahill Gordon & Reindel LLP		
Address Line 4:	New York, NEW YORK 10005		
NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant		
SIGNATURE:	/Marina Kelly, Thomson Reuters/		
DATE SIGNED:	01/14/2015		
Total Attachments: 5			

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TRADEMARK SECURITY RELEASE

THIS TRADEMARK SECURITY RELEASE (this "**Release**") is made and entered into as of this 13 day of January 2015 by and among JPMorgan Chase Bank, N.A., as administrative agent for the Secured Parties (in such capacity, the "**Administrative Agent**"), in favor of Delphi Technologies, Inc. (the "**Grantor**"). All capitalized terms used but not defined herein have the meanings set forth in the Trademark Security Agreement (as defined below).

WHEREAS, the Grantor and the Administrative Agent are party to that certain Trademark Security Agreement, dated as of April 24, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time (the "**Trademark Security Agreement**");

WHEREAS, pursuant to the Trademark Security Agreement, the Grantor granted to the Administrative Agent, a lien on and security interest in, the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A hereto;

WHEREAS, the Trademark Security Agreement was recorded with the United Patent and Trademark Office on April 18, 2011 at reel 004523, frame 0728; and

NOW, THEREFORE, in consideration of the foregoing, the Administrative Agent, intending to be legally bound, agrees as follows:

1. The Administrative Agent does hereby (i) terminate the Trademark Security Agreement, and (ii) absolutely, unconditionally and irrevocably terminate, cancel, release and forever discharge and convey to the Grantor, their successors, assigns and other legal representatives, without representation or warranty of any kind, all of the Administrative Agent's or its predecessors, successors and assigns right, title and interest in and to the Trademark Collateral, including, without limitation, the Trademarks set forth on Schedule A attached hereto.
2. The Administrative Agent authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Release.
3. All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the Administrative Agent and the Grantor.
4. The Administrative Agent shall take all further actions, and provide to the Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments in form and substance reasonably satisfactory to the Administrative Agent), at the sole cost and expense of the Grantor, reasonably requested by the Grantor to more fully and effectively effectuate the purposes of this Release.

5. This Release shall be governed by and construed in accordance with and governed by the law of the State of New York, without regard to conflicts of law principles that would require the application of the law of another jurisdiction.

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IN WITNESS WHEREOF, the undersigned has entered into this Release as of the date first above written, intending to be legally bound.

JPMorgan Chase Bank, N.A., as the Administrative Agent

By: 
Name: RICHARD W. DUKER
Title: MANAGING DIRECTOR

Schedule A

Mark	Registration No.	Serial No.	Assignee/Applicant
DELPHI	2833482	75/717,821	Delphi Technologies, Inc.
DELPHI	2436360	75/717,822	Delphi Technologies, Inc.
DELPHI	2030835	74/622,021	Delphi Technologies, Inc.
DELPHI	2677022	75/701,444	Delphi Technologies, Inc.
DELPHI	2919187	75/717,654	Delphi Technologies, Inc.
DELPHI	3127203	75/678,363	Delphi Technologies, Inc.