

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468275

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	COLLATERAL TRUSTEE RESIGNATION AND APPOINTMENT AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A., AS COLLATERAL TRUSTEE		02/23/2018	Bank: SOUTH DAKOTA

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OF AMERICA, N.A., AS COLLATERAL TRUSTEE
<b>Street Address:</b>	2600 WEST BIG BEAVER ROAD, SUITE 270
<b>Internal Address:</b>	MAIL CODE: MI8-900-02-70
<b>City:</b>	TROY
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48084
<b>Entity Type:</b>	Bank: NORTH CAROLINA

## PROPERTY NUMBERS Total: 215

Property Type	Number	Word Mark
Registration Number:	3719004	7733 PT-2
Registration Number:	1359210	BLUE STRIPE
Registration Number:	1226653	CORK-LAM
Registration Number:	5148795	
Registration Number:	4622290	
Registration Number:	5059241	
Registration Number:	2639001	
Registration Number:	1802103	
Registration Number:	1668425	
Registration Number:	2048683	
Registration Number:	1275173	
Registration Number:	1188412	
Registration Number:	1489241	
Registration Number:	1624440	
Registration Number:	322520	
Registration Number:	5095636	DUAL GALLERY MONOSTEEL
Registration Number:	5095633	DUAL STEEL MONOSTEEL

OP \$5390.00 3719004

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	4222601	DYNAMIC EDGE
Registration Number:	5107412	ENGINE EXPRESS
Registration Number:	2932642	ENGINE EXPRESS
Registration Number:	2937054	ENGINE EXPRESS
Registration Number:	1812690	ENGINE\$AVER
Registration Number:	5100605	ENVIROKOOL MONOSTEEL PISTON
Registration Number:	1799352	FEDERAL MOGUL
Registration Number:	1672542	FEDERAL MOGUL
Registration Number:	1658813	FEDERAL MOGUL
Registration Number:	3677825	FELCOID
Registration Number:	711858	FEL-COPRENE
Registration Number:	1045920	FEL-PRO
Registration Number:	1175148	FEL-RAMIC
Registration Number:	1495770	FIT
Registration Number:	3730009	FLAT-INSTALL
Registration Number:	881149	FM
Registration Number:	882450	FM
Registration Number:	2773161	FP DIESEL
Registration Number:	2656064	FP DIESEL
Registration Number:	1629815	HEADSAVER
Registration Number:	5100589	HIW
Registration Number:	546878	KARROPAK
Registration Number:	1939121	LOC WIRE
Registration Number:	1681194	MCCORD
Registration Number:	508805	MCCORD
Registration Number:	2759729	MONOSTEEL
Registration Number:	2603202	MOTOR CITY
Registration Number:	3732779	NATIONAL
Registration Number:	1797828	NATIONAL
Registration Number:	667747	NATIONAL
Registration Number:	668050	NATIONAL
Registration Number:	1677628	PERMA-DRY
Registration Number:	2116083	PERMADRYPLUS
Registration Number:	1018835	PERMATORQUE
Registration Number:	702403	POWERFORGED
Registration Number:	960897	PRINTOSEAL
Registration Number:	1703285	PRO-RAMIC
Registration Number:	4667903	REDI

Property Type	Number	Word Mark
Registration Number:	1778943	REDI-SEAL
Registration Number:	2774754	SEALED POWER
Registration Number:	2773160	SEALED POWER
Registration Number:	2648895	SEALED POWER
Registration Number:	1074888	SEALED POWER
Registration Number:	306126	SEALED POWER
Registration Number:	303861	SEALED POWER
Registration Number:	1129263	SLEEVE 'N' SEAL
Registration Number:	3019814	SNAP-UPS
Registration Number:	2835887	SPEED PRO
Registration Number:	2826957	SPEED PRO
Registration Number:	2639000	SPEED PRO
Registration Number:	956450	SPEED PRO
Registration Number:	1654276	UNIPISTON
Registration Number:	1126073	"WHERE SEALING IS A SCIENCE"
Registration Number:	365051	21
Registration Number:	384700	ABEX
Registration Number:	4028012	ACCELERATING BRAKE TECHNOLOGY
Registration Number:	4192960	BRITELITE
Registration Number:	1146635	CARGO COIL
Registration Number:	4437025	CERAMIC NXT
Registration Number:	1813616	CONTROL COIL
Registration Number:	365052	
Registration Number:	4589114	ECO-FRICTION
Registration Number:	3731804	K8695T
Registration Number:	841913	LOCKHEED
Registration Number:	258572	LOCKHEED
Registration Number:	253474	LOCKHEED
Registration Number:	4528066	MOOG
Registration Number:	4448240	MOOG
Registration Number:	988779	MOOG
Registration Number:	511779	MOOG
Registration Number:	2912760	MOOG CHASSIS PARTS
Registration Number:	2742167	MOOG CHASSIS PARTS
Registration Number:	4426069	NIGHTDEFENSE
Registration Number:	2009020	NOTCHBLOK
Registration Number:	4660398	OE POST-CURED
Registration Number:	2500997	QUICKSTOP

Property Type	Number	Word Mark
Registration Number:	4644031	R-SERIES
Registration Number:	2877129	SUPER STRENGTH
Registration Number:	4543905	THE PROBLEM SOLVER
Registration Number:	1006563	THE STOP BOX
Registration Number:	2968582	TQ
Registration Number:	2222553	TREAD SAVER
Registration Number:	2222541	TREAD SAVER
Registration Number:	3382667	TRUVIEW
Registration Number:	1813615	TUFF COIL
Registration Number:	4724732	WAGNER
Registration Number:	2216139	WAGNER
Registration Number:	2327682	WAGNER BRAKE PRODUCTS
Registration Number:	699638	WAGNER LOCKHEED
Registration Number:	4679458	WAGNER OE21 LOW COPPER
Registration Number:	5003787	E-SHIELD
Registration Number:	1066518	FEL-PRO
Registration Number:	951367	FEL-PRO
Registration Number:	3731805	ONE SOURCE WORLDWIDE PRODUCT SUPPLY
Registration Number:	3576716	ONESOURCE
Registration Number:	3632185	ONESOURCE WORLDWIDE PRODUCT SUPPLY
Registration Number:	5033368	PPV POLICE PURSUIT VEHICLE
Registration Number:	5041998	QUICKSTEER
Registration Number:	4967164	QUICKSTEER
Registration Number:	5075281	SMARTAUTHENTICATION
Registration Number:	2569946	THERMO QUIET
Registration Number:	5294889	WAGNER
Registration Number:	1681113	MCQUAY-NORRIS
Registration Number:	1717891	NAPD
Registration Number:	2489600	PROFESSIONAL GRADE CHASSIS
Registration Number:	2873519	BECK/ARNLEY
Registration Number:	4688142	BECK/ARNLEY
Registration Number:	2285468	STOCKWORKS
Registration Number:	2367669	SILVER SUPREME
Registration Number:	3553672	BEN-HAR
Registration Number:	1574969	BENTLEYHARRIS
Registration Number:	810783	CLEVAFLEX
Registration Number:	2594407	CONVOSHIELD
Registration Number:	4859938	CRUSHSHIELD

Property Type	Number	Word Mark
Registration Number:	1008111	EXPANDO
Registration Number:	3249911	FLATWRAP
Registration Number:	1584674	FLEXFIT
Registration Number:	1971079	FLEXGUARD
Registration Number:	1569716	FLEXWRAP
Registration Number:	1794989	FYREJACKET
Registration Number:	1817924	FYRETAPE
Registration Number:	4916481	HARNASLEEVE
Registration Number:	3443174	HARNASLEEVE
Registration Number:	3044815	NYLOGARD
Registration Number:	3041084	PROGARD
Registration Number:	2502225	PROGARD
Registration Number:	4511220	PROTEXX-SHIELD
Registration Number:	1459135	PYRO-CLIP
Registration Number:	3230693	QUIETSHIELD
Registration Number:	5145502	QUIETSLEEVE
Registration Number:	1985657	QUIETSLEEVE
Registration Number:	3082028	REFLECTSHIELD
Registration Number:	2325842	REFLECTSLEEVE
Registration Number:	2321648	REFLECTSNAP
Registration Number:	2404610	REFLECTUBE
Registration Number:	2181161	REFLECTWRAP
Registration Number:	1932121	ROUNDIT
Registration Number:	1984201	SLYK SLEEVE
Registration Number:	2026563	THERMFLEX
Registration Number:	3747863	THERM-L-GARD
Registration Number:	2380348	THERM-L-LITE
Registration Number:	1195191	THERMOCORD
Registration Number:	1311077	THERMOJACKET
Registration Number:	1310031	THERMOTAPE
Registration Number:	1195190	THERMOTAPE
Registration Number:	2203594	TWISTTUBE
Registration Number:	4455555	ACCUFIT
Registration Number:	2748226	AEROVANTAGE
Registration Number:	1582452	AEROVANTAGE
Registration Number:	4638163	AEROVENT
Registration Number:	3896224	ANCO
Registration Number:	2597999	ANCO

Property Type	Number	Word Mark
Registration Number:	1049939	ANCO
Registration Number:	1050069	ANCO
Registration Number:	886221	ANCO
Registration Number:	4902289	ARTICULATED CONTACT
Registration Number:	4379521	CHAMPION
Registration Number:	4379520	CHAMPION
Registration Number:	3946020	CHAMPION
Registration Number:	1245482	CHAMPION
Registration Number:	1532801	CHAMPION
Registration Number:	1551606	CHAMPION
Registration Number:	1551621	CHAMPION
Registration Number:	989525	CHAMPION
Registration Number:	92950	CHAMPION
Registration Number:	280405	CHAMPION
Registration Number:	120950	CHAMPION
Registration Number:	120167	CHAMPION
Registration Number:	4436915	CHAMPION BRIDGE
Registration Number:	3609350	CHAMPION CONTACT
Registration Number:	3277937	CONTOUR
Registration Number:	1255128	COPPER PLUS
Registration Number:	5137938	
Registration Number:	4923504	
Registration Number:	4638165	
Registration Number:	4646188	
Registration Number:	4646187	
Registration Number:	4646185	
Registration Number:	4638164	
Registration Number:	2473480	DURA KLEAR
Registration Number:	4372203	EZ CLICK
Registration Number:	4450175	EZ CLICK I N S T A L L A T I O N
Registration Number:	4914537	GEOCORE
Registration Number:	2545412	KWIK CONNECT
Registration Number:	4254448	PROFILE
Registration Number:	3162317	RAINY DAY
Registration Number:	2620693	THE CLEAREST CHOICE
Registration Number:	4429679	TRANSFORM
Registration Number:	4511162	VISTA
Registration Number:	4329008	WINTER DEFENSE

Property Type	Number	Word Mark
Registration Number:	4937328	WINTER EXTREME
Registration Number:	1594042	ZANXX
Registration Number:	4415020	CHAMPION
Registration Number:	2383053	POWERSPORT
Registration Number:	1547972	AUBURN
Registration Number:	1079309	POWER PATH
Registration Number:	1500980	AUBURN
Registration Number:	2577553	INTERFIL

**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

<b>ATTORNEY DOCKET NUMBER:</b>	F176313 TM B2B
<b>NAME OF SUBMITTER:</b>	Sonya Jackman
<b>SIGNATURE:</b>	/Sonya Jackman/
<b>DATE SIGNED:</b>	04/03/2018


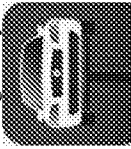



**Total Attachments: 39**

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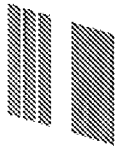



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**U.S. TRADEMARKS**


	<b>Trademark/Image if any</b>	<b>Application Number Application Date</b>	<b>Registration Number Registration Date</b>	<b>Status</b>	<b>Owner</b>
1.	7733 PT-2	77128097 3/12/2007	3719004 12/1/2009	Registered	Federal-Mogul LLC
2.	BLUE STRIPE	73519877 1/30/1985	1359210 9/10/1985	Registered	Federal-Mogul LLC
3.	CORK-LAM	73316263 6/25/1981	1226653 2/8/1983	Registered	Federal-Mogul LLC
4.	Design Only 	86588222 4/6/2015	5148795 2/28/2017	Registered	Federal-Mogul LLC
5.	Design Only 	86042507 8/20/2013	4622290 10/14/2014	Registered	Federal-Mogul LLC
6.	Design Only 	86931680 3/7/2016	5059241 10/11/2016	Registered	Federal-Mogul LLC
7.	Design Only 	76296057 8/6/2001	2639001 10/22/2002	Registered	Federal-Mogul LLC
8.	Design only 	74343728 12/28/1992	1802103 11/2/1993	Registered	Federal-Mogul LLC

Trademarks - 1




Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
9. Design only 	74106199 10/15/1990	1668425 12/17/1991	Registered	Federal-Mogul LLC
10. Design Only 	74712390 8/7/1995	2048683 4/1/1997	Registered	Federal-Mogul LLC
11. Design Only 	73394275 9/29/1982	1275173 4/24/1984	Registered	Federal-Mogul LLC
12. Design only 	73303252 3/30/1981	1188412 2/2/1982	Registered	Federal-Mogul LLC
13. Design Only 	73686639 9/28/1987	1489241 5/24/1988	Registered	Federal-Mogul LLC
14. Design Only 	73664730 6/4/1987	1624440 11/27/1990	Registered	Federal-Mogul LLC

Trademarks - 2


#90660160v2

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
15. Design Only 	71353816 7/12/1934	322520 3/12/1935	Registered	Federal-Mogul LLC
16. DUAL GALLERY MONOSTEEL	85629659 5/18/2012	5095636 12/6/2016	Registered	Federal-Mogul LLC
17. DUAL STEEL MONOSTEEL	85587910 4/3/2012	5095633 12/6/2016	Registered	Federal-Mogul LLC
18. DYNAMIC EDGE	85245403 2/17/2011	4222601 10/9/2012	Registered	Federal-Mogul LLC
19. ENGINE EXPRESS	86586761 4/3/2015	5107412 12/27/2016	Registered	Federal-Mogul LLC
20. ENGINE EXPRESS	76977075 9/23/2002	2932642 3/15/2005	Registered	Federal-Mogul LLC
21. ENGINE EXPRESS	76452386 9/2/2002	2937054 3/29/2005	Registered	Federal-Mogul LLC
22. ENGINE\$AVER <b>ENGINE\$AVER</b>	74185526 7/16/1991	1812690 12/21/1993	Registered	Federal-Mogul LLC
23. ENVIROKOOOL MONOSTEEL PISTON	85899213 4/9/2013	5100605 12/12/2016	Registered	Federal-Mogul LLC
24. FEDERAL MOGUL	74341643 12/21/1992	1799352 10/9/1993	Registered	Federal-Mogul LLC
25. FEDERAL MOGUL	74098870 9/20/1990	1672542 1/21/1992	Registered	Federal-Mogul LLC
26. FEDERAL MOGUL	74095881 9/10/1990	1658813 10/1/1991	Registered	Federal-Mogul LLC
27. FELCOID	78376115 3/1/2004	3677825 9/1/2009	Registered	Federal-Mogul LLC
28. FEL-COPRENE	72100357 7/6/1960	711858 2/28/1961	Registered	Federal-Mogul LLC
29. FEL-PRO	73069632 11/20/1975	1045920 8/10/1976	Registered	Federal-Mogul LLC

Trademarks - 3

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
				
30. FEL-RAMIC	73275576 8/25/1980	1175148 10/27/1981	Registered	Federal-Mogul LLC
31. FIT	73696037 11/17/1987	1495770 7/12/1988	Registered	Federal-Mogul LLC
32. FLAT-INSTALL	78401821 4/14/2004	3730009 12/22/2009	Registered	Federal-Mogul LLC
33. FM	72309856 10/17/1968	0881149 11/25/1969	Registered	Federal-Mogul LLC
34. FM	72309857 10/17/1968	0882450 12/16/1969	Registered	Federal-Mogul LLC
35. FP DIESEL	76402993 5/2/2002	2773161 10/14/2003	Registered	Federal-Mogul LLC
36. FP DIESEL 	76295630 8/6/2001	2656064 12/3/2002	Registered	Federal-Mogul LLC
37. HEADSAVER	73821460 8/25/1989	1629815 1/1/1991	Registered	Federal-Mogul LLC
38. HIW	85878613 3/18/2013	5100589 12/13/2016	Registered	Federal-Mogul LLC
39. KARROPAK TAN FIBRE	71591472 1/26/1950	0546878 8/21/1951	Registered	Federal-Mogul LLC
40. LOCWIRE	74412882 7/15/1993	1939121 12/5/1995	Registered	Federal-Mogul LLC
41. MCCORD 	73730946 5/26/1988	1681194 3/31/1992	Registered	Federal-Mogul LLC
42. MCCORD	71547745 1/22/1948	508805 4/19/1949	Registered	Federal-Mogul LLC
43. MONOSTEEL	76276888 6/26/2001	2759729 9/2/2003	Registered	Federal-Mogul LLC

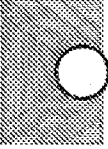
Trademarks - 4

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
MOTOR CITY	76291325 7/26/2001	2603202 7/30/2002	Registered	Federal-Mogul LLC
NATIONAL	78315818 10/20/2003	3732779 12/29/2009	Registered	Federal-Mogul LLC
NATIONAL	74340566 12/16/1992	1797828 10/12/1993	Registered	Federal-Mogul LLC
NATIONAL 	72039798 10/30/1957	0667747 9/30/1958	Registered	Federal-Mogul LLC
NATIONAL	72039797 10/30/1957	0668050 10/7/1958	Registered	Federal-Mogul LLC
PERMA-DRY	74154617 4/8/1991	1677628 3/3/1992	Registered	Federal-Mogul LLC
PERMADRYPLUS	75200034 11/19/1996	2116083 11/25/1997	Registered	Federal-Mogul LLC
PERMATORQUE	73039310 12/11/1974	1018835 8/26/1975	Registered	Federal-Mogul LLC
POWERFORGED	72048370 3/24/1958	0702403 3/24/1958	Registered	Federal-Mogul LLC
PRINTOSEAL	72413623 1/24/1972	960897 6/12/1973	Registered	Federal-Mogul LLC
PRO-RAMIC	74204486 9/17/1991	1703285 7/28/1992	Registered	Federal-Mogul LLC
REDI	85488541 12/6/2011	4667903 1/6/2015	Registered	Federal-Mogul LLC
REDI-SEAL	74321488 10/13/1992	1778943 6/29/1993	Registered	Federal-Mogul LLC
SEALED POWER	76402994 5/2/2002	2774754 10/21/2003	Registered	Federal-Mogul LLC
SEALED POWER	76402989 5/2/2002	2773160 10/14/2003	Registered	Federal-Mogul LLC
SEALED POWER	76295803 8/6/2001	2648895 11/12/2002	Registered	Federal-Mogul LLC

Trademarks - 5


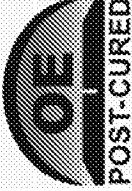
Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
				
60. SEALED POWER	73110637 12/23/1976	1074888 10/11/1977	Registered	Federal-Mogul LLC
61. SEALED POWER	71336885 4/17/1933	306126 9/5/1933	Registered	Federal-Mogul LLC
62. SEALED POWER	71323714 2/1/1932	303861 6/13/1933	Registered	Federal-Mogul LLC
63. SLEEVE 'N' SEAL	73192204 11/6/1978	1129263 1/15/1980	Registered	Federal-Mogul LLC
64. SNAP-UPS	78376255 3/1/2004	3019814 11/29/2005	Registered	Federal-Mogul LLC
65. SPEED PRO	76405989 5/10/2002	2835887 4/27/2004	Registered	Federal-Mogul LLC
66. SPEED PRO	76403149 5/2/2002	2826957 3/30/2004	Registered	Federal-Mogul LLC
67. SPEED PRO 	76296056 8/6/2001	2639000 10/22/2002	Registered	Federal-Mogul LLC
68. SPEED PRO	72392809 5/21/1971	0956450 4/3/1973	Registered	Federal-Mogul LLC
69. UNIPISTON	74038678 3/15/1990	1654276 8/20/1991	Registered	Federal-Mogul LLC
70. "WHERE SEALING IS A SCIENCE"	73165724 4/10/1978	1126073 10/16/1979	Registered	Federal-Mogul LLC
71. 21	71411141 9/30/1938	0365051 2/21/1939	Registered	Federal-Mogul Products, Inc.
72. ABEX	71436369 9/26/1940	384700 1/28/1941	Registered	Federal-Mogul Products, Inc.

Trademarks - 6

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
73. ACCELERATING BRAKE TECHNOLOGY <sup>1</sup>	85164384 10/29/2010	4028012 9/20/2011	Registered	Federal-Mogul Products, Inc.
74. BRITELITE	85343726 6/10/2011	4192960 8/21/2012	Registered	Federal-Mogul Products, Inc.
75. CARGO COIL	73194577 11/27/1978	1146635 2/3/1981	Registered	Federal-Mogul Products, Inc.
76. CERAMIC NXT	85455658 10/25/2011	4437025 11/19/2013	Registered	Federal-Mogul Products, Inc.
77. CONTROL COIL	74310527 9/3/1992	1813616 12/28/1993	Registered	Federal-Mogul Products, Inc.
78. Design Only 	71411142 9/30/1938	365052 2/21/1939	Registered	Federal-Mogul Products, Inc.
79. ECO-FRICTION	85472619 11/15/2011	4589114 8/19/2014	Registered	Federal-Mogul Products, Inc.
80. K8695T	77128122 3/12/2007	3731804 12/29/2009	Registered	Federal-Mogul Products, Inc.
81. LOCKHEED	72195028 6/5/1964	841913 1/9/1968	Registered	Federal-Mogul Products, Inc.
82. LOCKHEED	71277040 12/21/1928	258572 7/9/1929	Registered	Federal-Mogul Products, Inc.
83. LOCKHEED	71270593 8/4/1928	253474 2/26/1929	Registered	Federal-Mogul Products, Inc.
84. MOOG	85878553 3/18/2013	4528066 5/13/2014	Registered	Federal-Mogul Products, Inc.
85. MOOG	85433156 9/27/2011	4448240 12/10/2013	Registered	Federal-Mogul Products, Inc.
86. MOOG	72429121 7/3/1972	988779 7/23/1974	Registered	Federal-Mogul Products, Inc.

<sup>1</sup> To be abandoned.

Trademarks - 7


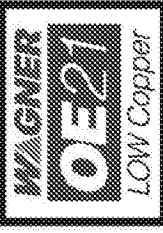
Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
87. MOOG	71531045 8/11/1947	0511779 7/5/1949	Registered	Federal-Mogul Products, Inc.
88. MOOG CHASSIS PARTS 	78249660 5/14/2003	2912760 12/21/2004	Registered	Federal-Mogul Products, Inc.
89. MOOG CHASSIS PARTS	75396877 11/26/1997	2742167 7/29/2003	Registered	Federal-Mogul Products, Inc.
90. NIGHTDEFENSE	85503584 12/24/2011	4426069 10/29/2013	Registered	Federal-Mogul Products, Inc.
91. NOTCHBLOK	74608497 12/8/1994	2009020 10/15/1996	Registered	Federal-Mogul Products, Inc.
92. OE POST-CURED <sup>2</sup> 	85936822 5/20/2013	4660398 12/23/2014	Registered	Federal-Mogul Products, Inc.
93. QUICKSTOP	75919070 2/15/2000	2500997 10/23/2001	Registered	Federal-Mogul Products, Inc.
94. R-SERIES	86192026 2/2/2014	4644031 11/25/2014	Registered	Federal-Mogul Products, Inc.
95. SUPER STRENGTH	78207035 1/24/2003	2877129 8/24/2004	Registered	Federal-Mogul Products, Inc.
96. THE PROBLEM SOLVER	85503583 12/24/2011	4543905 6/3/2014	Registered	Federal-Mogul Products, Inc.
97. THE STOP BOX	72462278 7/5/1973	1006563 3/11/1975	Registered	Federal-Mogul Products, Inc.
98. TQ	78300637 9/15/2003	2968582 7/12/2005	Registered	Federal-Mogul Products, Inc.

<sup>2</sup> To be abandoned.

Trademarks - 8

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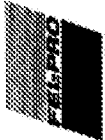



Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
TREAD SAVER <sup>3</sup>	75383209 11/3/1997	2222553 2/9/1999	Registered	Federal-Mogul Products, Inc.
TREAD SAVER <sup>4</sup>	75380444 10/28/1997	2222541 2/9/1999	Registered	Federal-Mogul Products, Inc.
TRUVIEW	78190079 12/2/2002	3382667 2/12/2008	Registered	Federal-Mogul Products, Inc.
TUFF COIL	74308676 8/28/1992	1813615 12/28/1993	Registered	Federal-Mogul Products, Inc.
WAGNER	86127120 11/22/2013	4724732 4/21/2015	Registered	Federal-Mogul Products, Inc.
WAGNER	75361950 9/23/1997	2216139 1/5/1999	Registered	Federal-Mogul Products, Inc.
WAGNER BRAKE PRODUCTS	75398695 12/2/1997	2327682 3/14/2000	Registered	Federal-Mogul Products, Inc.
WAGNER LOCKHEED 	72058967 9/15/1958	0699638 6/21/1960	Registered	Federal-Mogul Products, Inc.
WAGNER OE21 LOW COPPER 	85920236 5/1/2013	4679458 1/27/2015	Registered	Federal-Mogul Products, Inc.
E-SHIELD	86197655 2/19/2014	5003787 7/19/2016	Registered	Federal-Mogul Motorparts LLC
FEL-PRO	73094657 7/26/1976	1066518 5/31/1977	Registered	Federal-Mogul Motorparts LLC

<sup>3</sup> To be abandoned.

<sup>4</sup> To be abandoned.

Trademarks - 9


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Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
				
110. FEL-PRO	72405340 10/18/1971	0951367 1/23/1973	Registered	Federal-Mogul Motorparts LLC
111. ONE SOURCE WORLDWIDE PRODUCT SUPPLY <sup>5</sup> 	77132025 3/15/2007	3731805 12/29/2009	Registered	Federal-Mogul Motorparts LLC
112. ONESOURCE <sup>6</sup>	77063666 12/13/2006	3576716 2/17/2009	Registered	Federal-Mogul Motorparts LLC
113. ONESOURCE WORLDWIDE PRODUCT SUPPLY <sup>7</sup> 	77261445 8/22/2007	3632185 6/2/2009	Registered	Federal-Mogul Motorparts LLC
114. PPV POLICE PURSUIT VEHICLE 	86658648 6/10/2015	5033368 8/30/2016	Registered	Federal-Mogul Motorparts LLC
115. QUICKSTEER	86524299 2/4/2015	5041998 9/13/2016	Registered	Federal-Mogul Motorparts LLC
116. QUICKSTEERQUICKSTEER	86399926 9/19/2014	4967164 5/31/2016	Registered	Federal-Mogul Motorparts LLC
117. SMARTAUTHENTICATION	86627696 5/13/2015	5075281 11/1/2016	Registered	Federal-Mogul Motorparts LLC
118. THERMO QUIET	76271659 6/14/2001	2569946 5/14/2002	Registered	Federal-Mogul Motorparts LLC
119. WAGNER 	87321793 2/2/2017	5294889 9/26/2017	Registered	Federal-Mogul Motorparts LLC

<sup>5</sup> To be abandoned.

<sup>6</sup> To be abandoned.

<sup>7</sup> To be abandoned.

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
120. MCQUAY-NORRIS	73822193 8/28/1989	1681113 3/31/1992	Registered	Federal-Mogul Chassis LLC
121. NAPD 	74125753 12/24/1990	1717891 9/22/1992	Registered	Federal-Mogul Chassis LLC
122. PROFESSIONAL GRADE CHASSIS	75848508 11/15/1999	2489600 9/11/2001	Registered	Federal-Mogul Chassis LLC
123. BECK/ARNLEY	76490112 2/20/2003	2873519 8/17/2004	Registered	BECK ARNLEY HOLDINGS LLC c/o Federal-Mogul Motorparts LLC
124. BECK/ARNLEY	86321536 6/26/2014	4688142 2/17/2015	Registered	BECK ARNLEY HOLDINGS LLC c/o Federal-Mogul Motorparts LLC
125. STOCKWORKS	75564730 10/5/1998	2285468 10/12/1999	Registered	BECK ARNLEY HOLDINGS LLC c/o Federal-Mogul Motorparts LLC
126. SILVER SUPREME	75564729 10/5/1998	2367669 7/18/2000	Registered	BECK ARNLEY HOLDINGS LLC c/o Federal-Mogul Motorparts LLC
127. BEN-HAR	77471786 5/12/2008	3553672 12/30/2008	Registered	Federal-Mogul Powertrain LLC
128. BENTLEYHARRIS	73740474 7/18/1988	1574969 1/2/1990	Registered	Federal-Mogul Powertrain LLC
129. CLEVAFLEX	72226418 8/25/1965	810783 7/5/1966	Registered	Federal-Mogul Powertrain LLC
130. CONVOSHIELD	78045671 1/30/2001	2594407 7/16/2002	Registered	Federal-Mogul Powertrain LLC
131. CRUSHSHIELD	85390675 8/5/2011	4859938 11/24/2015	Registered	Federal-Mogul Powertrain LLC
132. EXPANDO	72465327 8/10/1973	1008111 4/1/1975	Registered	Federal-Mogul Powertrain LLC

Trademarks - 11

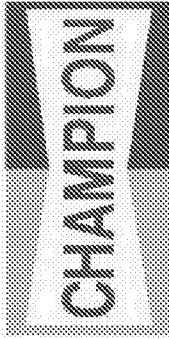
Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
133. FLATWRAP	78200708 1/7/2003	324911 6/5/2007	Registered	Federal-Mogul Powertrain LLC
134. FLEXFIT	73740472 7/18/1988	1584674 2/27/1990	Registered	Federal-Mogul Powertrain LLC
135. FLEXGUARD	74626794 1/30/1995	1971079 4/30/1996	Registered	Federal-Mogul Powertrain LLC
136. FLEXWRAP	73781319 2/17/1989	1569716 12/5/1989	Registered	Federal-Mogul Powertrain LLC
137. FYREJACKET	74351642 1/25/1993	1794989 9/28/1993	Registered	Federal-Mogul Powertrain LLC
138. FYRETAPE	74351747 1/25/1993	1817924 1/25/1994	Registered	Federal-Mogul Powertrain LLC
139. HARNASLEEVE	86294726 5/29/2014	4916481 3/15/2016	Registered	Federal-Mogul Powertrain LLC
140. HARNASLEEVE	77217975 6/28/2007	3443174 6/3/2008	Registered	Federal-Mogul Powertrain LLC
141. NYLOGARD	78418139 5/13/2004	3044815 1/17/2006	Registered	Federal-Mogul Powertrain LLC
142. PROGARD	78515314 11/11/2004	3041084 1/10/2006	Registered	Federal-Mogul Powertrain LLC
143. PROGARD	78045814 1/31/2001	2502225 10/30/2001	Registered	Federal-Mogul Powertrain LLC
144. PROTEXX-SHIELD	85503582 12/24/2011	4511220 4/8/2014	Registered	Federal-Mogul Powertrain LLC
145. PYRO-CLIP <sup>8</sup>	73643721 2/9/1987	1459135 9/29/1987	Registered	Federal-Mogul Powertrain LLC
146. QUIETSHIELD	78485258 9/17/2004	3230693 4/17/2007	Registered	Federal-Mogul Powertrain LLC
147. QUIETSLEEVE	87082122 6/23/2016	5145502 2/21/2017	Registered	Federal-Mogul Powertrain LLC

<sup>8</sup> To be abandoned.






Trademarks - 12


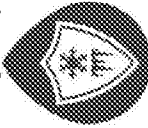
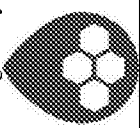


Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
148. QUIETSLEEVE	74709712 8/1/1995	1985657 7/9/1996	Registered	Federal-Mogul Powertrain LLC
149. REFLECTSHIELD	78518338 11/17/2004	3082028 4/18/2006	Registered	Federal-Mogul Powertrain LLC
150. REFLECTSLEEVE	7593587 11/23/1998	2325842 3/7/2000	Registered	Federal-Mogul Powertrain LLC
151. REFLECTSNAP	75657553 3/10/1999	2321648 2/22/2000	Registered	Federal-Mogul Powertrain LLC
152. REFLECTUBE	75492348 5/28/1998	2404610 11/14/2000	Registered	Federal-Mogul Powertrain LLC
153. REFLECTWRAP	75130220 7/5/1996	2181161 8/11/1998	Registered	Federal-Mogul Powertrain LLC
154. ROUNDIT	74460981 11/22/1993	1932121 10/31/1995	Registered	Federal-Mogul Powertrain LLC
155. SLYK SLEEVE	74709535 8/1/1995	1984201 7/2/1996	Registered	Federal-Mogul Powertrain LLC
156. THERMFLEX	74709536 8/1/1995	2026563 12/31/1996	Registered	Federal-Mogul Powertrain LLC
157. THERM-L-GARD	78882527 5/12/2006	3747863 2/9/2010	Registered	Federal-Mogul Powertrain LLC
158. THERM-L-LITE	75485699 5/15/1998	2380348 8/29/2000	Registered	Federal-Mogul Powertrain LLC
159. THERMOCORD	73298644 2/25/1981	1195191 5/11/1982	Registered	Federal-Mogul Powertrain LLC
160. THERMOJACKET	73414580 2/22/1983	1311077 12/25/1984	Registered	Federal-Mogul Powertrain LLC
161. THERMOTAPE	73414579 2/22/1983	1310031 12/18/1984	Registered	Federal-Mogul Powertrain LLC
162. THERMOTAPE	73298643 2/25/1981	1195190 5/11/1982	Registered	Federal-Mogul Powertrain LLC
163. TWISTTUBE	75264072 3/26/1997	2203594 11/17/1998	Registered	Federal-Mogul Powertrain LLC
164. ACCUFIT	85461691 11/1/2011	4455555 12/24/2013	Registered	Federal-Mogul Ignition Company

Trademarks - 13

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
165. AEROVANTAGE	76295026 8/6/2001	2748226 8/5/2003	Registered	Federal-Mogul Ignition Company
166. AEROVANTAGE	73782043 2/21/1989	1582452 2/13/1990	Registered	Federal-Mogul Ignition Company
167. AEROVENT	86038146 8/14/2013	4638163 11/11/2014	Registered	Federal-Mogul Ignition Company
168. ANCO	77880046 11/24/2009	3896224 12/28/2010	Registered	Federal-Mogul Ignition Company
169. ANCO 	76333743 11/2/2001	2597999 7/23/2002	Registered	Federal-Mogul Ignition Company
170. ANCO	73071494 12/11/1975	1049939 10/12/1976	Registered	Federal-Mogul Ignition Company
171. ANCO	73071495 12/11/1975	1050069 10/12/1976	Registered	Federal-Mogul Ignition Company
172. ANCO	72330574 6/20/1969	886221 2/17/1970	Registered	Federal-Mogul Ignition Company
173. ARTICULATED CONTACT	86038179 8/14/2013	4902289 2/16/2016	Registered	Federal-Mogul Ignition Company
174. CHAMPION 	85799648 12/11/2012	4379521 8/6/2013	Registered	Federal-Mogul Ignition Company
175. CHAMPION	85799645 12/11/2012	4379520 8/6/2013	Registered	Federal-Mogul Ignition Company
176. CHAMPION 	77981568 6/21/2007	3946020 4/12/2011	Registered	Federal-Mogul Ignition Company
177. CHAMPION	73380887 8/20/1982	1245482 7/12/1983	Registered	Federal-Mogul Ignition Company

Trademarks - 14

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
				
178. CHAMPION 	73733596 6/10/1988	1532801 4/4/1989	Registered	Federal-Mogul Ignition Company
179. CHAMPION 	73733350 6/9/1988	1551606 8/15/1989	Registered	Federal-Mogul Ignition Company
180. CHAMPION	73732196 /2/1988	1551621 8/15/1989	Registered	Federal-Mogul Ignition Company
181. CHAMPION 	72459954 6/11/1973	989525 7/30/1974	Registered	Federal-Mogul Ignition Company
182. CHAMPION	71070053 4/25/1913	092950 8/12/1913	Registered	Federal-Mogul Ignition Company
183. CHAMPION	71302316 6/11/1930	0280405 2/17/1931	Registered	Federal-Mogul Ignition Company
184. CHAMPION	71103012 4/16/1917	120950 3/19/1918	Registered	Federal-Mogul Ignition Company
185. CHAMPION 	71103011 4/16/1917	0120167 1/15/1918	Registered	Federal-Mogul Ignition Company

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
186. CHAMPION BRIDGE <sup>9</sup> 	85332759 5/27/2011	4436915 11/19/2013	Registered	Federal-Mogul Ignition Company
187. CHAMPION CONTACT	77198108 6/5/2007	3609350 4/21/2009	Registered	Federal-Mogul Ignition Company
188. CONTOUR	78836372 3/14/2006	3277937 8/7/2007	Registered	Federal-Mogul Ignition Company
189. COPPER PLUS	73389890 9/27/1982	1255128 10/25/1983	Registered	Federal-Mogul Ignition Company
190. Design Only 	86320505 6/25/2014	5137938 2/7/2017	Registered	Federal-Mogul Ignition Company
191. Design Only 	86320493 6/25/2014	4923504 3/22/2016	Registered	Federal-Mogul Ignition Company
192. Design Only 	86038210 8/14/2013	4638165 11/11/2014	Registered	Federal-Mogul Ignition Company
193. Design Only 	86038199 8/14/2013	4646188 11/25/2014	Registered	Federal-Mogul Ignition Company
194. Design Only	86038193 8/14/2013	4646187 11/25/2014	Registered	Federal-Mogul Ignition Company

<sup>9</sup> To be abandoned.

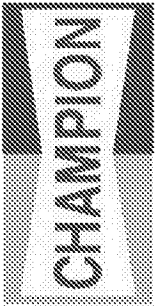

Trademarks - 16

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Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
	86038185 8/14/2013	4646185 11/25/2014	Registered	Federal-Mogul Ignition Company
	86038163 8/14/2013	4638164 11/11/2014	Registered	Federal-Mogul Ignition Company
	76067345 6/9/2000	2473480 7/31/2001	Registered	Federal-Mogul Ignition Company
DURA KLEAR	85799651149 12/11/2012	4372203 7/23/2013	Registered	Federal-Mogul Ignition Company
EZ CLICK	85799669 12/11/2012	4450175 12/17/2013	Registered	Federal-Mogul Ignition Company
	86320484 6/25/2014	4914537 3/8/2016	Registered	Federal-Mogul Ignition Company
GEOCORE	76067338 6/9/2000	2545412 3/5/2002	Registered	Federal-Mogul Ignition Company
KWIK CONNECT	85158100 10/21/2010	4254448 12/4/2012	Registered	Federal-Mogul Ignition Company
PROFILE	78750004 11/9/2005	3162317 10/24/2006	Registered	Federal-Mogul Ignition Company
RAINY DAY				

Trademarks - 17

Trademark/Image if any	Application Number Application Date	Registration Number Registration Date	Status	Owner
THE CLEAREST CHOICE	7627221 6/14/2001	2620693 9/17/2002	Registered	Federal-Mogul Ignition Company
TRANSFORM	85676726 7/13/2012	4429679 11/5/2013	Registered	Federal-Mogul Ignition Company
VISTA	85446881 10/13/2011	4511162 4/8/2014	Registered	Federal-Mogul Ignition Company
WINTER DEFENSE	85446875 10/13/2011	4329008 4/30/2013	Registered	Federal-Mogul Ignition Company
WINTER EXTREME	86260388 4/23/2014	4937328 4/12/2016	Registered	Federal-Mogul Ignition Company
ZANXX	73830077 10/10/1989	1594042 5/1/1990	Registered	Federal-Mogul Ignition Company
CHAMPION 	77211861 6/21/2007	4415020 10/8/2013	Registered	Federal-Mogul World Wide LLC
POWERSPORT	75787400 8/30/1999	2383053 9/5/2000	Registered	Federal-Mogul World Wide LLC
AUBURN 	73705747 1/15/1988	1547972 7/18/1989	Registered	Federal-Mogul World Wide LLC
POWER PATH <sup>10</sup>	73120910 3/30/1977	1079309 12/13/1977	Registered	Federal-Mogul World Wide LLC
AUBURN	73647973 3/5/1987	1500980 8/23/1988	Registered	Federal-Mogul World Wide LLC
INTERFIL	76109058 8/14/2000	2577553 6/11/2002	Registered	Federal-Mogul Filtration LLC

<sup>10</sup> To be abandoned.

**COLLATERAL TRUSTEE RESIGNATION AND APPOINTMENT AGREEMENT**

This COLLATERAL TRUSTEE RESIGNATION AND APPOINTMENT AGREEMENT (as amended, supplemented or otherwise modified from time to time, this “Agreement”) dated as of February 23, 2018, is entered into by and among Bank of America, N.A. (“BANA”), in its capacity as (i) a Co-Collateral Trustee (as defined herein) under the Collateral Trust Agreement referenced below and under each other Collateral Trust Security Document (as defined in such Collateral Trust Agreement) effective as of the date hereof, (ii) an ABL Agent (as defined in the Collateral Trust Agreement) under the Collateral Trust Agreement effective as of the date hereof and (iii) successor Collateral Trustee under the Collateral Trust Agreement referenced below and under each other Collateral Trust Security Document effective as of the Succession Effective Date (as defined in Section 8 below) (BANA in such capacity, the “Successor Collateral Trustee”), Citibank, N.A. (“Citibank”) in its capacity as (i) a Co-Collateral Trustee under the Collateral Trust Agreement and under each other Collateral Trust Security Document effective as of the date hereof and (ii) the retiring Collateral Trustee under the Collateral Trust Agreement and each other Collateral Trust Security Document effective as of the Succession Effective Date (Citibank in such capacity, the “Retiring Collateral Trustee”), Credit Suisse AG, in its capacity as a PP&E First Lien Agent, Wilmington Trust, National Association, in its capacity as a PP&E First Lien Agent, The Bank of New York Mellon, London Branch, in its capacity as a PP&E First Lien Agent, Federal-Mogul LLC (the “Borrower”) and the other Loan Parties party hereto.

WHEREAS, reference is made to that certain Term Loan and Revolving Credit Agreement dated as of December 27, 2007, as amended as of December 6, 2013 and as of April 15, 2014, among the Borrower, the lenders party thereto, Citibank, as administrative agent with respect to the revolving credit facility referenced therein, Credit Suisse AG, as administrative agent with respect to the tranche C term facility referenced therein, and the other parties thereto from time to time (as further amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Existing Credit Agreement”);

WHEREAS, reference is made to that certain Amended and Restated Collateral Trust Agreement dated as of April 15, 2014 among the Borrower and the other Loan Parties party thereto from time to time, Credit Suisse AG, in its capacity as a PP&E First Lien Agent, Citibank, in its capacities as the ABL Agent, a PP&E First Lien Agent and as Collateral Trustee and the other parties party thereto, as amended and supplemented by (i) that certain Collateral Trust Joinder, dated as of March 30, 2017, among Citi, as Collateral Trustee, and Wilmington Trust, National Association, as New Representative (as defined therein) and (ii) that certain Collateral Trust Joinder, dated as of June 29, 2017, among Citi, as Collateral Trustee, and The Bank of New York Mellon, London Branch, as New Representative (as defined therein) (as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Collateral Trust Agreement”; capitalized terms used herein without definition shall have the meanings attributed to such terms in the Collateral Trust Agreement (unless otherwise indicated));

WHEREAS, as of the date hereof, the Borrower, BANA, in its capacity as successor administrative agent under the revolving credit facility, Credit Suisse AG, in its capacity as administrative agent with respect to the tranche C term loan facility, the lenders party thereto and the other parties thereto have entered into that certain Increase, Joinder and Amendment Agreement (the “Credit Agreement Amendment”) amending the Existing Credit Agreement pursuant to the terms thereof (the Existing Credit Agreement as amended by the Credit Agreement Amendment and as the same may be further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”);

WHEREAS, pursuant to the Credit Agreement Amendment and this Agreement, as applicable, the parties thereto and hereto, as applicable (with respect to the Representatives, only as to clauses (a)(iii)

and (b)(ii)), have agreed or hereby agree, as applicable that (a) BANA shall be appointed as (i) successor to Citibank as Revolving Administrative Agent under and as defined in the Credit Agreement pursuant to the terms of the Credit Agreement Amendment effective as of the date hereof, (ii) a co-collateral trustee with Citibank (in Citibank's capacity as Collateral Trustee effective as of the date hereof) in accordance with Section 5.10 of the Collateral Trust Agreement and pursuant to the terms of this Agreement (BANA and Citibank each in such capacity, a "Co-Collateral Trustee") and (iii) sole Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents effective as of the Succession Effective Date; and (b) Citibank shall resign as (i) Revolving Administrative Agent under and as defined in the Existing Credit Agreement effective as of the date hereof and (ii) Co-Collateral Trustee and as Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents effective as of the Succession Effective Date in accordance with Section 5.07 of the Collateral Trust Agreement;

WHEREAS, in accordance with Section 5.10 of the Collateral Trust Agreement, Citibank, BANA, and the Loan Parties party hereto desire to appoint BANA as a Co-Collateral Trustee on the terms and conditions set forth herein and each of the Representatives has no objection to such appointment; and

WHEREAS, in accordance with Section 5.07 of the Collateral Trust Agreement, (i) the Retiring Collateral Trustee desires to resign as the Collateral Trustee under the Collateral Trust Agreement and under the other Collateral Trust Security Documents effective as of the Succession Effective Date and (ii) the Retiring Collateral Trustee and each of the Loan Parties party hereto desire to appoint the Successor Collateral Trustee as Co-Collateral Trustee effective as of the date hereof and each of the Representatives and the Loan Parties hereto desire to appoint the Successor Collateral Trustee as sole Collateral Trustee effective as of the Succession Effective Date, in each case under the Collateral Trust Agreement and the other Collateral Trust Security Documents, and Citi and BANA each desires to accept such appointment, and each of the Representatives and the Loan Parties party hereto is willing to consent to such appointment, in each case on the terms and conditions set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Appointment of Co-Collateral Trustee; Resignation of Retiring Collateral Trustee; and Appointment of Successor Collateral Trustee.

(a) Pursuant to Section 5.10 of the Collateral Trust Agreement, BANA is hereby appointed, and BANA hereby accepts such appointment, to act as Co-Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Document with Citibank in such capacity (until the Succession Effective Date), effective as of the date hereof, and the Borrower and the other Loan Parties hereby consent to such appointment. In accordance with Section 5.10 of the Collateral Trust Agreement, such appointment shall be subject to the following provisions and conditions:

(i) all rights, powers, duties and obligations conferred upon the Collateral Trustee in respect of the custody, control and management of moneys, papers or securities shall be exercised solely by BANA as Co-Collateral Trustee or any agent (including Citibank its capacity as Co-Collateral Trustee) appointed by BANA, in such capacity;

(ii) all rights, powers, duties and obligations conferred or imposed upon the Collateral Trustee under the Collateral Trust Agreement and under the other

Collateral Trust Security Documents shall be conferred or imposed and exercised or performed by the Co-Collateral Trustees acting jointly except to the extent that under any law of any jurisdiction in which any particular act or acts are to be performed by Citibank, as Collateral Trustee, shall be incompetent or unqualified to perform such act or acts, or unless the performance of such act or acts would result in the imposition of any tax on Citibank, as Collateral Trustee, which would not be imposed absent such joint act or acts, in which event such rights, powers, duties and obligations shall be exercised and performed by BANA as Co-Collateral Trustee or any agent (including Citibank in its capacity as Co-Collateral Trustee) appointed by BANA in such capacity;

(iii) no power given by the relevant Collateral Trust Security Documents to, or which it is provided therein may be exercised by, Citibank as Collateral Trustee shall be exercised thereunder by Citibank as Collateral Trustee except jointly with, or with the consent in writing of, BANA, anything contained herein or therein to the contrary notwithstanding;

(iv) no Co-Collateral Trustee shall be personally liable by reason of any act or omission of any other Co-Collateral Trustee hereunder;

(v) the Borrower and BANA, in its capacity as Co-Collateral Trustee, at any time by an instrument in writing executed by them jointly, may accept the resignation of or remove Citibank, as Co-Collateral Trustee, and, in that case by an instrument in writing executed by them jointly, may appoint a successor Co-Collateral Trustee anything contained herein or in the Collateral Trust Agreement to the contrary notwithstanding. If the Borrower shall not have joined in the execution of any such instrument within 10 days after it receives a written request from BANA, as Co-Collateral Trustee, to do so, or if a Notice of Event of Default is in effect, BANA, as Co-Collateral Trustee, shall have the power to accept the resignation of or remove Citibank, as Collateral Trustee and as Co-Collateral Trustee, and to appoint a successor without the concurrence of the Borrower, the Borrower hereby appointing BANA, as Co-Collateral Trustee, its agent and attorney to act for it in such connection in such contingency. If BANA, as Co-Collateral Trustee, shall have appointed a separate trustee or separate trustees or co-trustee or co-trustees as above provided, BANA, as Co-Collateral Trustee, may at any time, by an instrument in writing, accept the resignation of or remove any such separate trustee or co-trustee and the successor to any such separate trustee or co-trustee shall be appointed by the Borrower and BANA, as Co-Collateral Trustee, or by BANA, as Co-Collateral Trustee, alone pursuant to Section 5.10(b) of the Collateral Trust Agreement;

(vi) all notices, instructions or other communications given by BANA, as Co-Collateral Trustee, to Citibank, as Co-Collateral Trustee, shall be given in writing or by telecopy transmission to the corporate trust division designated by the Retiring Collateral Trustee pursuant to Section 6.01 of the Collateral Trust Agreement, with copies addressed to its counsel, Davis Polk & Wardwell LLP, Attention: Jonathan B. Brown, at 450 Lexington Avenue, New York, NY 10017, Telephone: (212) 450-3153, Email: [jonathan.brown@davispolk.com](mailto:jonathan.brown@davispolk.com); provided that any notice, instruction or other communication to Citibank, in its capacity as Co-Collateral Trustee, shall not be effective until received by such Co-Collateral

Trustee and its counsel in writing or by facsimile transmission in accordance with the foregoing; and

(vii) all notices, instructions or other communications given by Citibank, as Co-Collateral Trustee, to BANA, as Co-Collateral Trustee, shall be given in writing or by telecopy transmission to BANA at its address for notices set forth in Section 8; provided that any notice, instruction or other communication to BANA, in its capacity as Co-Collateral Trustee, shall not be effective until received by such Co-Collateral Trustee in writing or by facsimile transmission in accordance with the foregoing.

(b) Pursuant to Section 5.07 of the Collateral Trust Agreement, Citibank, in its capacity as Collateral Trustee and as a Co-Collateral Trustee, hereby resigns as Collateral Trustee and as Co-Collateral Trustee, in each case, effective as of the Succession Effective Date. Each of the Representatives and the Loan Parties party hereto hereby waive any prior written notice requirement of such resignation pursuant to Section 5.07 of the Collateral Trust Agreement or any other Collateral Trust Security Document. Pursuant to Section 5.07 of the Collateral Trust Agreement, the Representatives hereby appoint BANA, and BANA hereby accepts such appointment, to act as the sole Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents, effective as of the Succession Effective Date, and the Loan Parties hereby consent to such appointment. The Loan Parties and the undersigned Representatives acknowledge that any and all amounts owed to the Retiring Collateral Trustee under this Agreement or any Collateral Trust Security Document shall constitute “Secured Obligations” and “First Priority Obligations”, as applicable, for all purposes of the Collateral Trust Agreement and shall be entitled to the priority afforded to them under the Collateral Trust Agreement.

(c) The Retiring Collateral Trustee hereby assigns to the Successor Collateral Trustee each of the Liens and security interests granted to the Retiring Collateral Trustee in its capacity as the Collateral Trustee under the Collateral Trust Security Documents for its benefit and the benefit of the Secured Parties, together with any claims, awards, and judgments, if any, in favor of the Retiring Collateral Trustee in its capacity as the Collateral Trustee under the Collateral Trust Security Documents, and the Successor Collateral Trustee hereby assumes all such Liens and security interests, for its benefit and for the benefit of the Secured Parties. For the avoidance of doubt, (x) nothing in the foregoing sentence shall require the Retiring Collateral Trustee to assign to the Successor Collateral Trustee any fees or expenses or any claims, awards or judgments relating to indemnity, reimbursement or other protections to which the Retiring Collateral Trustee is entitled under the Collateral Trust Security Documents (in its capacity as a Representative or as Collateral Trustee) received or incurred by, or due to, the Retiring Collateral Trustee prior to the Succession Effective Date and (y) the Retiring Collateral Trustee hereby waives its right to the payment of any fees required to be paid pursuant to that certain Fee Letter dated as of April 3, 2014 between Federal-Mogul Corporation and Citigroup Global Markets Inc. (as amended, the “Citi Fee Letter”) that accrue from the date hereof through and including the Succession Effective Date.

(d) The Loan Parties, the Representatives party hereto and the Retiring Collateral Trustee hereby authorize the Successor Collateral Trustee to file, on or after the date hereof, any UCC assignments or other assignments and amendments with respect to the UCC financing statements, the mortgages, and other filings in respect of the Collateral, and to execute such other agreements or amendments in respect of the Collateral and the Collateral Trust Security Documents, including filings with the United States Patent and Trademark Office and the United

States Copyright Office and assignments and/or amendments to account control agreements, as the Successor Collateral Trustee deems necessary or appropriate to evidence the Successor Collateral Trustee's appointment as a Co-Collateral Trustee effective as of the date hereof and succession as the Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents effective as of the Succession Effective Date.

(e) The Successor Collateral Trustee shall act in good faith to take possession and control of all Collateral and Liens in the possession or control of the Retiring Collateral Trustee (the "Possessory Collateral"), and the Retiring Collateral Trustee shall act in good faith to deliver all Possessory Collateral to the Successor Collateral Trustee (or its designated counsel), in each case as expeditiously as possible following the Succession Effective Date. Until such time as all Collateral in the possession or control of the Retiring Collateral Trustee (in its capacity as such), all Liens granted in favor of the Retiring Collateral Trustee (in its capacity as such) in the Collateral and all UCC-1 financing statements and other filings and registrations (including any documents filed or registered with the United States Copyright Office or the United States Patent and Trademark Office) that name Citibank as Collateral Trustee as a secured party have been assigned or otherwise transferred to the Successor Collateral Trustee, if applicable, the Retiring Collateral Trustee shall continue to hold such Collateral and/or Liens on such Collateral as Co-Collateral Trustee and/or bailee of the Successor Collateral Trustee in accordance with the terms of this Agreement and the Collateral Trust Agreement, solely for the purposes of maintaining the priority and perfection of such Liens. Citibank, in its capacity as a Co-Collateral Trustee and as Retiring Collateral Trustee, shall be entitled to all the benefits of a Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents (including, without limitation, Sections 4.03, 4.04, 4.05, 4.06, 4.07, 4.09, 5.02, 5.03, 5.04, 5.05 and 5.06 of the Collateral Trust Agreement (collectively, the "Surviving Provisions")) with respect to all actions taken or omitted to be taken by Citibank in its capacities as the Collateral Trustee and/or Co-Collateral Trustee. Notwithstanding anything herein to the contrary or the effectiveness of the terms hereof, the Loan Parties agree that all such Liens shall in all respects be continuing and in effect and are hereby ratified and reaffirmed by the Loan Parties.

## 2. Rights, Duties and Obligations.

(a) As of the date hereof, BANA is hereby vested with all the rights, powers, discretion and privileges of a Co-Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents, as described herein, and Citibank and BANA jointly assume from and after the date hereof, all of the obligations, responsibilities and duties of a Co-Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents, in accordance with the terms hereof and the Collateral Trust Agreement.

(b) As of the Succession Effective Date, the Successor Collateral Trustee is hereby automatically vested with all the rights, powers, discretion and privileges of the Retiring Collateral Trustee, in its capacity as the Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents effective as of such date and as described therein, and the Successor Collateral Trustee assumes from and after the Succession Effective Date all of the obligations, responsibilities and duties of the Retiring Collateral Trustee, in its capacity as the Collateral Trustee under the Collateral Trust Security Documents effective as of such date and in accordance with the terms of the Collateral Trust Security Documents. Except as expressly set forth herein, nothing in this Agreement shall be deemed to constitute a termination of any provision of any Collateral Trust Security Document (including, without limitation, the Surviving Provisions) that pertain to Citibank in its capacity as the Retiring Collateral Trustee and as Co-Collateral Trustee and that expressly survive the Retiring Collateral Trustee's resignation.

The Loan Parties and the undersigned Representatives hereby agree that the Surviving Provisions that expressly survive the Retiring Collateral Trustee's resignation shall apply to all actions taken or omitted to be taken by Citibank under or in connection with this Agreement and the Collateral Trust Security Documents, whether taken or omitted before or after the date of this Agreement.

(c) The Loan Parties and the undersigned Representatives acknowledge that Citibank shall have no liability (x) for actions taken or omitted to be taken by Citibank at the direction or with the consent of BANA pursuant to this Agreement, or (y) for actions taken or omitted to be taken by BANA in its capacity as Co-Collateral Trustee or as Successor Collateral Trustee, or (z) for any other event or action related to the Collateral Trust Agreement or Collateral Trust Security Documents arising after the Succession Effective Date. For the avoidance of doubt, the Successor Collateral Trustee, the undersigned Representatives and the Loan Parties acknowledge and agree that nothing in this Agreement shall grant the Successor Collateral Trustee any right to indemnification by the Retiring Collateral Trustee. For the avoidance of doubt, (x) the Successor Collateral Trustee shall bear no responsibility for any action taken or omitted to be taken by the Retiring Collateral Trustee in its capacity as Collateral Trustee before the Succession Effective Date or for any other event or action related to the Collateral Trust Agreement or any other Collateral Trust Security Document that occurred before the Succession Effective Date (except, in each case, for such actions taken by BANA as Co-Collateral Trustee) and (y) the Retiring Collateral Trustee shall bear no responsibility for any action taken or omitted to be taken by the Successor Collateral Trustee in its capacity as Collateral Trustee on or after the Succession Effective Date or for any other event or action related to the Collateral Trust Agreement or any other Collateral Trust Security Document that may occur on or after the Succession Effective Date.

3. Representations and Warranties.

(a) Each of Citibank and BANA hereby represents and warrants on and as of the date hereof that (i) it is legally authorized to enter into this Agreement and perform its obligations hereunder, (ii) it has duly executed and delivered this Agreement and (iii) this Agreement is a legal, valid and binding agreement of it, enforceable against it in accordance with its terms, except as may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting the rights or remedies of creditors or by the effect of general principles of equity (whether enforcement is sought in equity or at law).

(b) Each Loan Party hereby represents and warrants on and as of the date hereof that (i) it is legally authorized to enter into this Agreement and perform its obligations hereunder, (ii) it has duly executed and delivered this Agreement and (iii) this Agreement is a legal, valid and binding agreement of it, enforceable against it in accordance with its terms, except as may be limited by the effect of bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to or limiting the rights or remedies of creditors or by the effect of general principles of equity (whether enforcement is sought in equity or at law).

(c) Except as set forth in Section 3(a) above, this Agreement is made without any representations or warranties by the Retiring Collateral Trustee or the Successor Collateral Trustee, of any kind or nature whatsoever, whether express, implied or imposed by law including, without limitation, (i) any of the warranties described in Section 3-416 and Section 3-417 (or comparable provisions) of the Uniform Commercial Code of any jurisdiction (or any comparable or similar provisions under the applicable laws of jurisdiction outside the United States), which warranties are hereby expressly disclaimed, with respect to the title, legality, validity or enforceability of any of the documents, instruments and agreements which relate to the Security



Instruments, including, without limitation, the Collateral Trust Security Documents; (ii) the completeness of any information contained in the Collateral Trust Security Documents; (iii) the validity, sufficiency or enforceability of any Collateral Trust Security Document; (iv) the collectability of any amount owed to any Secured Party by any Loan Party; (v) the financial condition of any Loan Party; (vi) the validity, enforceability, attachment, priority or perfection of any security interest, mortgage or other lien described in the Collateral Trust Security Documents; (vii) the existence, value or condition of any Collateral; or (viii) the accuracy, completeness or reliability of any reports or other information prepared by third-parties, including, without limitation, audits, appraisals, opinions of value, environmental site assessments, lien searches, title searches, title certificates, property descriptions, title insurance policies and property surveys.

4. Retiring Collateral Trustee's and Loan Parties' Covenants. The Retiring Collateral Trustee covenants and agrees that it will use its reasonable best efforts, at the Borrower's sole expense, to (i) execute all documents as may reasonably be requested by the Successor Collateral Trustee to transfer the rights and privileges of the Retiring Collateral Trustee in its capacity as the Collateral Trustee under the Collateral Trust Security Documents to the Successor Collateral Trustee (each in form and substance reasonably satisfactory to the Retiring Collateral Trustee) and (ii) take all actions reasonably requested by the Successor Collateral Trustee or its representatives and reasonably acceptable to the Borrower to facilitate the transfer of information to the Successor Collateral Trustee in connection with the Collateral Trust Security Documents; provided that (A) the Borrower shall be solely responsible for the transfer and production of any Collateral Trust Security Documents and/or other documents that the Successor Collateral Trustee may reasonably require and that are in the Borrower's possession or that the Borrower may reasonably be able to obtain, in connection with this Agreement and (B) the Loan Parties agree to take such action as may reasonably be necessary to evidence the resignation, appointment and assignment of the Liens and security interests. Notwithstanding the foregoing, it is expressly understood by all parties that the Retiring Collateral Trustee effective on the Succession Effective Date shall be automatically discharged from all duties and obligations arising under the Collateral Trust Security Documents from and after the Succession Effective Date without further action by any Person and, except as expressly provided herein, nothing contained herein is intended to create any duty or obligation on the part of the Retiring Collateral Trustee to continue to act as Co-Collateral Trustee or as Collateral Trustee beyond such date.

5. Consent and Reimbursement; Indemnification.

(a) The Loan Parties hereby consent to all actions reasonably taken by the Co-Collateral Trustees, the Retiring Collateral Trustee and the Successor Collateral Trustee in connection with Sections 1(a) and 4 hereof. The Retiring Collateral Trustee shall be entitled to reimbursement from the Loan Parties of all reasonable fees and costs (including attorneys' fees) incurred in connection with responding to any request made pursuant to Section 4 hereof, in each case to the extent such fees and costs would be reimbursable under the Surviving Provisions of the Collateral Trust Agreement, and such fees and costs shall constitute "Secured Obligations" and "First Priority Obligations" under the Collateral Trust Agreement and the other Collateral Trust Security Documents.

(b) Notwithstanding anything herein to the contrary, Citibank, in its capacity as Co-Collateral Trustee, will be under no obligation to take any action at the direction of BANA pursuant to Section 1(a) hereof that, in its opinion or the opinion of its counsel, may expose Citibank, in its capacity as Co-Collateral Trustee, to any liability or that is contrary to any Collateral Trust Security Document or applicable law.

6. Fees and Expenses.

(a) The Borrower shall be responsible for reasonable and documented out-of-pocket costs and expenses incurred by the Retiring Collateral Trustee, the Successor Collateral Trustee and the Representatives in connection with the execution and delivery of this Agreement and the effectuation of the assignments contemplated hereby. In furtherance of the foregoing, the Borrower agrees to pay or reimburse the Retiring Collateral Trustee and the Successor Collateral Trustee promptly upon demand within ten (10) days after receipt of a reasonably detailed invoice therefor for all such reasonable and documented out-of-pocket costs and expenses (including reasonable fees and disbursements of external counsel); provided that, notwithstanding anything herein to the contrary, the Borrower shall only be required to pay or reimburse each of the Retiring Collateral Trustee and the Successor Collateral Trustee for one such invoice for all such costs and expenses of the Retiring Collateral Trustee and the Successor Collateral Trustee, as applicable, in connection with the Succession Effective Date. For the avoidance of doubt, any reasonable and documented out-of-pocket costs and expenses incurred by the Retiring Collateral Trustee in connection with the execution and delivery of this Agreement and the effectuation of the assignments contemplated hereby that remain unreimbursed after the Succession Effective Date shall constitute "Secured Obligations" and "First Priority Obligations" under the Collateral Trust Agreement and the other Collateral Trust Security Documents.

(b) Commencing on the date hereof, (i) BANA shall be entitled to receive reimbursement of fees and expenses pursuant to Sections 4.03, 4.04, 4.05, 4.06 of the Collateral Trust Agreement and (ii) Citibank shall cease to be entitled to receive the Collateral Trustee fees provided by the Citi Fee Letter; provided that Citibank shall remain entitled to receive any other unpaid fees and expenses owed to it pursuant to the Citi Fee Letter (other than those fees waived pursuant to Section 1(c)) and any Collateral Trust Security Documents (including fees and expenses incurred in its capacity as Collateral Trustee that have been accrued but not yet invoiced as of the date hereof) and shall be permitted to retain any fees paid to it prior to the date hereof. All other provisions of the Collateral Trust Security Documents providing for the payment of fees and expenses of, and providing indemnities for the benefit of, the Retiring Collateral Trustee shall remain in full force and effect for the benefit of the Successor Collateral Trustee and the Retiring Collateral Trustee.

7. Amendments. The parties hereby agree and acknowledge that, (i) from and after the date hereof, each of Citibank (until the Succession Effective Date) and BANA shall be, and shall be deemed to be, a Co-Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents and (ii) from and after the Succession Effective Date, BANA shall be, and shall be deemed to be, the sole Collateral Trustee under the Collateral Trust Agreement and the other Collateral Trust Security Documents. In furtherance of the foregoing, and subject to the terms of Section 2 hereof, as of the Succession Effective Date, unless the context otherwise requires, all recitals, introductory paragraphs, defined terms and other references to "Citibank, N.A." as the Collateral Trustee in the Collateral Trust Agreement and the other Collateral Trust Security Documents are hereby deemed amended to reference "Bank of America, N.A." as the sole Collateral Trustee thereunder. As of the Succession Effective Date, the notice information of the Collateral Trustee for the purposes of Section 6.01 of the Collateral Trust Agreement and all comparable provisions of the Collateral Trust Security Documents shall be supplemented as follows (and the applicable provisions are hereby deemed amended as follows):

If to Bank of America, N.A., as Collateral Trustee:

Kindra Mullarky  
Bank of America Business Capital

Bank of America Merrill Lynch  
Bank of America, N.A.  
2600 West Big Beaver Road  
Troy, MI 48084  
Mail Code: MI8-900-02-70  
Phone: (248) 631-0532  
Fax: (312) 453-2936

From and after the date hereof, this Agreement shall constitute a "Loan Document" for all purposes of the Credit Agreement and the other "Loan Documents" (as defined in the Credit Agreement).

8. Succession Effective Date. The "Succession Effective Date" means the date that is the earlier of (i) the first date on which each of the following conditions has been satisfied:

(a) the Successor Collateral Trustee shall have executed and delivered to the Retiring Collateral Trustee, the Borrower and the undersigned Representatives a written notice acknowledging that, in accordance with Sections 1(c), (d) and (e) hereof, (x) all Collateral in the possession or control of the Retiring Collateral Trustee, (y) all Liens granted in favor of the Retiring Collateral Trustee in the Collateral and (z) all UCC-1 financing statements and other filings and registrations (including any documents filed or registered with the United States Copyright Office or the United States Patent and Trademark Office) that name Citibank as Collateral Trustee as a secured party have been assigned or otherwise transferred to the Successor Collateral Trustee in form and substance reasonably satisfactory to the Successor Collateral Trustee in accordance with the terms of this Agreement and the Collateral Trust Agreement; and

(b) the Borrower shall have reimbursed each of the Retiring Collateral Trustee and the Successor Collateral Trustee for all reasonable and documented out-of-pocket fees, charges and expenses due and payable as of the Succession Effective Date (including the reasonable fees and disbursements of external counsel to the Retiring Collateral Trustee and the Successor Collateral Trustee through and including the Succession Effective Date) (other than those fees waived pursuant to Section 1(c)); and

(ii) the date that is 45 days (or such later date as Citibank may agree in its sole discretion) following the date hereof.

The Retiring Collateral Trustee shall notify in writing (which may be by electronic mail) the Borrower and each Representative of the occurrence of the Succession Effective Date; provided that the failure to provide such notice shall not affect the occurrence of the Succession Effective Date.

9. Entire Agreement. This Agreement states the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, written or verbal, and may not be amended except in writing signed by a duly authorized representative of each of the respective parties hereto. Except as specifically modified by this Agreement, the Collateral Trust Agreement and the other Collateral Trust Security Documents are hereby ratified and confirmed in all respects and shall remain in full force and effect in accordance with their respective terms. This Agreement shall constitute a "Collateral Trust Security Document" under the Collateral Trust Agreement.

10. Waiver. No failure by any Representative, the Retiring Collateral Trustee or the Successor Collateral Trustee to exercise, and no delay by any such Person in exercising, any right, remedy, power or privilege hereunder or under any other Collateral Trust Security Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or

privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided, and provided under each other Collateral Trust Security Document, are cumulative and not exclusive of any rights, remedies, powers and privileges provided by applicable law.

11. Submission to Jurisdiction. Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the United States District Court for the Southern District of New York or, if that federal court lacks subject matter jurisdiction, the Commercial Division of the Supreme Court of the State of New York sitting in New York County, and any appellate court from the foregoing, in any action or proceeding arising out of or relating to this agreement or any other Collateral Trust Security Document, or for recognition or enforcement of any judgment, and each of the parties hereto irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding shall be heard and determined in such New York State court or, to the fullest extent permitted by applicable law, in such federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party hereto agrees that the agents and lenders retain the right to serve process in any other manner permitted by law or to bring proceedings against any loan party in the courts of any other jurisdiction in connection with the exercise of any rights under any collateral document or the enforcement of any judgment.

12. WAIVERS OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER COLLATERAL TRUST SECURITY DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (1) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (2) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER COLLATERAL TRUST SECURITY DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

13. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

14. Conditions Precedent to Effectiveness. This Agreement shall become effective on and as of the date that each of the Successor Collateral Trustee, the Retiring Collateral Trustee, each of the Loan Parties and the undersigned Representatives shall have executed and delivered this Agreement; provided that the Succession Effective Date shall occur in accordance with the definition thereof set forth in Section 8 hereof.

15. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (i) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby and (ii) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

16. Counterparts and Facsimile. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. Consent to Collateral Trust and Intercreditor Agreement Amendments. Each Representative, on behalf of itself and each holder of Secured Obligations represented by it, and each of the other parties party hereto, hereby acknowledges and agrees that (i) the ABL Intercreditor Agreement, (ii) that certain Pari Passu Intercreditor Agreement, dated as of March 30, 2017 among Credit Suisse AG, as Tranche C Term Administrative Agent, Citibank, as Collateral Trustee, Wilmington Trust, National Association, as the Initial Other Authorized Representative (as defined therein) and each of the other Representatives and Loan Parties party thereto (as amended, supplemented or otherwise modified from time to time, the “Pari Passu Intercreditor Agreement”) and (iii) the Collateral Trust Agreement and any other applicable Collateral Trust Security Document, in each case, may be amended on or after the date hereof with the written consent of the Successor Collateral Trustee and the Borrower to give effect to the resignation of Citibank and appointment of BANA in their respective capacities as set forth herein and in the Credit Agreement Amendment, as applicable, including, without limitation, with respect to the assignment of the Liens and security interests as set forth herein.

18. Joinder to Collateral Trust and Intercreditor Agreements.

(a) Each Representative, on behalf of itself and each holder of Secured Obligations represented by it, and each of the other parties party hereto, hereby acknowledges that, on and as of the date hereof, (x) (i) BANA, in its capacity as Revolving Administrative Agent under and as defined in the Credit Agreement, shall constitute the “ABL Agent” and the “Designated ABL Agent” under, and as defined in, the ABL Intercreditor Agreement, (ii) the Revolving Credit Facility under and as defined in the Credit Agreement shall constitute an “ABL Loan Facility” under, and as defined in, the ABL Intercreditor Agreement and (iii) this Agreement shall constitute a “joinder agreement” described in Section 7.19(d) of the ABL Intercreditor Agreement, (y) without limitation of the provisions of Sections 1(e), 2(b), and 5(a) hereof, BANA, in its capacity as Co-Collateral Trustee and Successor Collateral Trustee, as applicable, shall be deemed to be the “Collateral Trustee” under, and as defined in each of the ABL Intercreditor Agreement and the Pari Passu Intercreditor Agreement and (z) (i) BANA, in its capacity as Revolving Administrative Agent under and as defined in the Credit Agreement, shall constitute the “Revolving Administrative Agent” and a “First Priority Representative” under, and as defined in, the Collateral Trust Agreement and (ii) this Agreement shall constitute a “Collateral Trust Joinder” under, and as defined in, the Collateral Trust Agreement.


(b) BANA, in its capacity as ABL Agent (pursuant to Section 18(a) above), on behalf of itself and each holder of Borrowing Base Priority Obligations (as defined in the ABL Intercreditor Agreement after giving effect to this Agreement) represented by it hereby agrees, for the enforceable benefit of all holders of each existing and future series of Secured Obligations that (x) all such Borrowing Base Priority Obligations will be and are secured equally and ratably by all Liens at any time granted by the Loan Parties to secure any Borrowing Base Priority Obligations for which BANA is acting as ABL Agent, whether or not upon property otherwise constituting collateral for such obligations, and that all such Liens will be enforceable by the Collateral Trustee for the benefit of all holders of Borrowing Base Priority Obligations equally and ratably, (y) BANA and each holder of Borrowing Base Priority Obligations for which BANA is acting as ABL Agent are bound by the provisions of the Collateral Trust Agreement, the ABL Intercreditor Agreement and the Pari Passu Intercreditor Agreement (if applicable), including the provisions relating to ranking of Liens and the order of application of proceeds from the

enforcement of Liens, and (z) BANA, in its capacity as ABL Agent, consents to the Co-Collateral Trustees, the Retiring Collateral Trustee and the Successor Collateral Trustee performing, and directs each such Person to perform, its obligations under the Collateral Trust Agreement and the other Collateral Trust Security Documents in respect of the Borrowing Base Priority Obligations for which BANA is acting as ABL Agent, as contemplated herein and therein.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized officers as of the day and year first written above.

CITIBANK, N.A.,  
as Co-Collateral Trustee and as Retiring Collateral Trustee

By:  \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

*Charles G. Premier  
Managing Director*

[Signature Page to Collateral Trustee Resignation and Appointment Agreement]

**TRADEMARK**  
**REEL: 006350 FRAME: 0822**

**BANK OF AMERICA, N.A.,**  
as Co-Collateral Trustee, Successor Collateral Trustee, ABL  
Agent and a First Priority Representative

By: *Kirsha M. McClary*  
Name: *Kirsha M. McClary*  
Title: *VP*

[Signature Page to Collateral Trustee Resignation and Appointment Agreement]

**TRADEMARK**  
**REEL: 006350 FRAME: 0823**



CREDIT SUISSE AG, Cayman Islands Branch  
as a PP&E First Lien Agent and a First Priority  
Representative

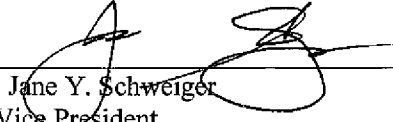
By: 

Name: Christopher Day  
Title: Authorized Signatory

By: 

Name: ~~D.~~ Andrew Maletta  
Title: ~~A.~~ Authorized Signatory

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as a PP&E First Lien Agent and a First Priority  
Representative

By:   
Name: Jane Y. Schweiger  
Title: Vice President

**THE BANK OF NEW YORK MELLON, LONDON  
BRANCH,**  
as a PP&E First Lien Agent and a First Priority  
Representative

By: 

Name:

Title:

MANOJ THAKUR  
VICE PRESIDENT

By: 

Name:

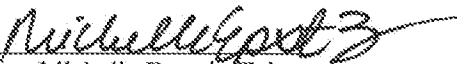
Title:

Manlyn Chau  
Vice President  
Authorised Signatory

[Signature Page to Collateral Trustee Resignation and Appointment Agreement]

**TRADEMARK**  
**REEL: 006350 FRAME: 0826**

FEDERAL-MOGUL LLC

By:   
Name: Michelle Epstein Faigman  
Title: Senior Vice President, Co-General  
Counsel and Secretary

{Signature Page to Collateral Trustee Resignation and Appointment Agreement}

**TRADEMARK**  
**REEL: 006350 FRAME: 0827**

FEDERAL-MOGUL FINANCING CORPORATION  
BECK ARNLEY HOLDINGS LLC  
CARTER AUTOMOTIVE COMPANY LLC  
F-M MOTORPARTS TSC LLC  
FEDERAL-MOGUL FILTRATION LLC  
FEDERAL-MOGUL WORLD WIDE LLC  
MUZZY-LYON AUTO PARTS LLC  
FEDERAL-MOGUL MOTORPARTS LLC  
FEDERAL-MOGUL CHASSIS LLC

By:   
Name: Michelle Epstein Taigman  
Title: Secretary

FEDERAL-MOGUL IGNITION COMPANY  
FEDERAL-MOGUL PISTON RINGS, LLC  
FEDERAL-MOGUL POWERTRAIN LLC  
FEDERAL-MOGUL POWERTRAIN IP LLC  
FEDERAL-MOGUL PRODUCTS, INC.  
FELT PRODUCTS MFG. CO. LLC  
FEDERAL-MOGUL VALVE TRAIN INTERNATIONAL  
LLC  
FEDERAL-MOGUL SEVIERVILLE, LLC

By: \_\_\_\_\_  
Name: David G. Jacheik  
Title: President and Treasurer

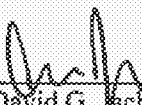
F-M TSC REAL ESTATE HOLDINGS LLC

By: \_\_\_\_\_  
Name: Susan Fisher  
Title: Treasurer and Secretary

FEDERAL-MOGUL FINANCING CORPORATION  
BECK ARNLEY HOLDINGS LLC  
CARTER AUTOMOTIVE COMPANY LLC  
F-M MOTORPARTS TSC LLC  
FEDERAL-MOGUL FILTRATION LLC  
FEDERAL-MOGUL WORLD WIDE LLC  
MUZZY-LYON AUTO PARTS LLC  
FEDERAL-MOGUL MOTORPARTS LLC  
FEDERAL-MOGUL CHASSIS LLC

By: \_\_\_\_\_  
Name: Michelle Epstein Taigman  
Title: Secretary

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FEDERAL-MOGUL PISTON RINGS, LLC  
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LLC  
FEDERAL-MOGUL SEVIERVILLE, LLC

By:  \_\_\_\_\_  
Name: David G. Macheik  
Title: President and Treasurer

F-M TSC REAL ESTATE HOLDINGS LLC

By: \_\_\_\_\_  
Name: Susan Fisher  
Title: Treasurer and Secretary


FEDERAL-MOGUL FINANCING CORPORATION  
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FEDERAL-MOGUL CHASSIS LLC

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Name: Michelle Epstein Taigman  
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By: \_\_\_\_\_  
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Title: President and Treasurer

F-M TSC REAL ESTATE HOLDINGS LLC

By:   
Name: Susan Fisher  
Title: Treasurer and Secretary

[Signature Page to Collateral Trustee Resignation and Appointment Agreement]