

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM620599

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., AS RESIGNING ADMINISTRATIVE AND COLLATERAL AGENT		01/14/2021	Corporation: OHIO

## RECEIVING PARTY DATA

<b>Name:</b>	WILMINGTON SAVINGS FUND SOCIETY, FSB, AS SUCCESSOR ADMINISTRATIVE AND COLLATERAL AGENT
<b>Street Address:</b>	500 DELAWARE AVENUE
<b>City:</b>	WILMINGTON
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19801
<b>Entity Type:</b>	National Banking Association: DELAWARE

## PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	3671931	BENDIX
Registration Number:	3023606	BENDIX
Registration Number:	3314674	BENDIX CQ
Registration Number:	3083790	BENDIX SELECT
Registration Number:	2491788	BENDIX
Registration Number:	899627	BENDIX
Registration Number:	947517	BENDIX
Registration Number:	1063807	BENDIX
Registration Number:	893583	BENDIX
Registration Number:	4548022	DUTYDRIVE
Registration Number:	1268341	GARRETT
Registration Number:	1272612	GARRETT
Registration Number:	1291846	GARRETT
Registration Number:	1268815	GARRETT
Registration Number:	1289822	GARRETT
Registration Number:	5182079	GARRETT

CH \$640.00 3671931

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2385916	IMPORT QUIET
Registration Number:	2262530	IQ
Registration Number:	3225855	
Registration Number:	4576825	
Registration Number:	4020971	TITANIUMMETALLIC
Registration Number:	2833261	CT-3
Registration Number:	4211655	ONRAMP
Registration Number:	5695347	A
Registration Number:	5513787	METLOK

**CORRESPONDENCE DATA**

**Fax Number:** 2128066006

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 212 806 5400

**Email:** MVILLARIN@STROOCK.COM, JMANN@STROOCK.COM

**Correspondent Name:** STROOCK & STROOCK & LAVAN LLP

**Address Line 1:** 180 MAIDEN LANE

**Address Line 4:** NEW YORK, NEW YORK 10038

<b>ATTORNEY DOCKET NUMBER:</b>	006571/0005
<b>NAME OF SUBMITTER:</b>	JEFFREY MANN
<b>SIGNATURE:</b>	/JEFFREY MANN/
<b>DATE SIGNED:</b>	01/15/2021

**Total Attachments: 5**

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**ASSIGNMENT AND ASSUMPTION OF  
SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT AND ASSUMPTION OF SECURITY INTEREST IN TRADEMARKS (this "Assignment and Assumption") effective as of January 14, 2021 ("Effective Date") is made by JPMORGAN CHASE BANK, N.A., an Ohio Association having an address of CIB DMO WLO Mail Code NY1-C413, 4 CMC, Brooklyn, New York 11245, as resigning Administrative Agent and resigning Collateral Agent, as assignor ("Assignor") and WILMINGTON SAVINGS FUND SOCIETY, FSB, having an address of 500 Delaware Avenue, Wilmington, Delaware 19801, as successor Administrative Agent and successor Collateral Agent, as assignee ("Assignee").

**WHEREAS**, GARRETT TRANSPORTATION I INC. (the "Grantors") and Assignor entered into that certain Trademark Security Agreement dated September 27, 2018 ("Trademark Agreement") pursuant to that certain Credit Agreement, dated as of September 27, 2018 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with the other grantors party thereto, the Lenders and Issuing Banks from time to time party thereto, and Assignor as the Administrative Agent and that certain U.S. Collateral Agreement, dated as of September 27, 2018, by and among the Grantor, Assignor as the Administrative Agent and other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time) pursuant to which Assignor received from Grantor a security interest in certain intellectual property, including, but not limited to, the trademarks set forth on Exhibit A, ("Trademark Collateral") which Trademark Agreement was recorded at the United States Patent and Trademark Office ("USPTO") at Reel 6446 Frame 0846.

**WHEREAS**, pursuant to that certain Successor Agent Agreement dated as of the date hereof by and among Assignor as resigning agent and Assignee as succeeding agent, among other parties ("Successor Agreement"), Assignor has assigned and transferred to Assignee all of its rights, powers, discretions, privileges and duties under the Loan Documents (including, without limitation, its Liens and security interests in the Collateral).

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

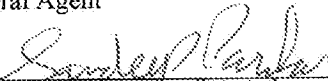
1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. Assignor hereby pursuant to the terms of the Successor Agreement assigns and transfers to Assignee all of its rights, title and interest in, to and under the Trademark Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Patents and Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Successor Agreement, which is hereby incorporated by reference herein. The provisions of the Successor Agreement shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

JPMORGAN CHASE BANK, N.A., as resigning  
Collateral Agent

By:   
Name: SANDEEP PARINAR  
Title: EXECUTIVE DIRECTOR

[Signature Page to Assignment and Assumption of Security Interest in Trademarks]

Accepted:

WILMINGTON SAVINGS FUND SOCIETY,  
FSB, as successor Collateral Agent

By: John McNichol  
Name: John McNichol  
Title: Trust Officer

[Signature Page to Assignment and Assumption of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 007163 FRAME: 0229**

**Exhibit A**

	<u>Trademark</u>	<u>Owner</u>	<u>Registration Number</u>
1.	BENDIX	Garrett Transportation I Inc.	3671931
2.	BENDIX	Garrett Transportation I Inc.	3023606
3.	BENDIX CQ	Garrett Transportation I Inc.	3314674
4.	BENDIX SELECT	Garrett Transportation I Inc.	3083790
5.	BENDIX with half dynamark	Garrett Transportation I Inc.	2491788
6.	BENDIX WITH DYNAMARK	Garrett Transportation I Inc.	899627
7.	BENDIX WITH DYNAMARK	Garrett Transportation I Inc.	947517
8.	BENDIX WITH DYNAMARK	Garrett Transportation I Inc.	1063807
9.	BENDIX with dynamark	Garrett Transportation I Inc.	893583
10.	CT-3	Garrett Transportation I Inc.	2833261
11.	DUTYDRIVE	Garrett Transportation I Inc.	4548022
12.	GARRETT	Garrett Transportation I Inc.	1268341
13.	GARRETT	Garrett Transportation I Inc.	1272612
14.	GARRETT	Garrett Transportation I Inc.	1291846
15.	GARRETT	Garrett Transportation I Inc.	1268815
16.	GARRETT	Garrett Transportation I Inc.	1289822
17.	GARRETT	Garrett Transportation I Inc.	5182079
18.	IMPORT QUIET	Garrett Transportation I Inc.	2385916
19.	IQ	Garrett Transportation I Inc.	2262530
20.	Miscellaneous design (half Bendix dynamark)	Garrett Transportation I Inc.	3225855
21.	Miscellaneous design (Turbo/Flower design)	Garrett Transportation I Inc.	4576825
22.	TITANIUMMETALLIC	Garrett Transportation I Inc.	4020971
23.	CT-3	Garrett Transportation I Inc.	2833261
24.	ONRAMP	Garrett Transportation I Inc.	4211655
25.	A	Garrett Transportation I Inc.	5695347
26.	METLOK	Garrett Transportation I Inc.	5513787