

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM643733

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WILMINGTON SAVINGS FUND SOCIETY, FSB		04/30/2021	National Banking Association: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	GARRETT TRANSPORTATION I INC.
<b>Street Address:</b>	2525 W. 190th Street
<b>City:</b>	Torrance
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	90504
<b>Entity Type:</b>	Corporation: 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:	0899627	BENDIX
Registration Number:	0947517	BENDIX
Registration Number:	1063807	BENDIX
Registration Number:	0893583	BENDIX
Registration Number:	2833261	CT-3
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
Registration Number:	2385916	IMPORT QUIET
Registration Number:	2262530	IQ

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3225855	
Registration Number:	4576825	
Registration Number:	4020971	TITANIUMMETALLIC
Registration Number:	4211655	ONRAMP
Registration Number:	5695347	A
Registration Number:	5513787	METLOK

**CORRESPONDENCE DATA**

**Fax Number:** 2122919868

*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) 558-4229

**Email:** demarcor@sullcrom.com, nguyenb@sullcrom.com

**Correspondent Name:** Raffaele A. DeMarco

**Address Line 1:** 125 Broad Street

**Address Line 2:** Sullivan & Cromwell LLP

**Address Line 4:** New York, NEW YORK 10004-2498

**ATTORNEY DOCKET NUMBER:** 023868.00009 (RAD)

**NAME OF SUBMITTER:** Raffaele A. DeMarco

**SIGNATURE:** /Raffaele A. DeMarco/

**DATE SIGNED:** 04/30/2021

**Total Attachments: 4**

source=GM - Trademark Release#page1.tif

source=GM - Trademark Release#page2.tif

source=GM - Trademark Release#page3.tif

source=GM - Trademark Release#page4.tif

RELEASE OF SECURITY INTEREST  
IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release"), dated as of April 30, 2021 (the "Effective Date"), is made by WILMINGTON SAVINGS FUND SOCIETY, FSB, having an address of 500 Delaware Avenue, Wilmington, Delaware 19801, as Administrative Agent and Collateral Agent (in such capacity the "Collateral Agent"), in favor of GARRETT TRANSPORTATION I INC., a Delaware Corporation having an address of 2525 W. 190th Street, Torrance, California 90504 ("Grantor").

WHEREAS, the Grantor and JPMORGAN CHASE BANK, N.A., ("Original Collateral Agent") entered into that certain Trademark Security Agreement ("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 Original Collateral Agent as the Administrative Agent and that certain U.S. Collateral Agreement, dated as of September 27, 2018, by and among the Grantor, Original Collateral Agent as the Administrative Agent and other parties thereto (as amended, amended and restated, supplemented or otherwise modified from time to time) pursuant to which Original Collateral Agent 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; and

WHEREAS, Original Collateral Agent and Successor Collateral Agent entered into that certain Assignment and Assumption of Security Interest in Trademarks dated January 14, 2021 pursuant to that certain Successor Agent Agreement dated January 14, 2021 by and among Original Collateral Agent as resigning agent and Collateral Agent as succeeding agent, among other parties ("Successor Agreement"), pursuant to which Original Collateral Agent assigned and transferred to Collateral Agent all of its rights, powers, discretions, privileges and duties under the Loan Documents (including, without limitation, its Liens and security interests in the Collateral) which Assignment and Assumption of Security Interest in Trademarks was recorded at the USPTO at Reel 7163, Frame 0224.

WHEREAS, the Collateral Agent now desires to terminate and release its security interest in the Trademark Collateral.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Collateral Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Credit Agreement.
2. Release. The Collateral Agent hereby fully terminates, releases and discharges any and all security interests in and to the Trademark Collateral, arising under the Credit Agreement and Trademark Agreement. If and to the extent that the Collateral Agent has acquired any right, title or interest in and to any Trademark Collateral pursuant to the Credit Agreement or Trademark Agreement, the Collateral Agent hereby re-transfers, re-conveys and re-assigns such right, title or interest to Grantor.

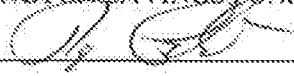
3. Authorization. The Collateral Agent hereby authorizes and requests the Commissioner of Trademarks to record this Release of Security Interest in Trademarks in the USPTO with regard to the Security Agreement and Trademark Collateral.

4. Further Assurances. The Collateral Agent hereby agrees, at the Grantor's sole cost and expense, to duly execute, acknowledge, procure and deliver any further documents and do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Collateral Agent has executed this Release as of the Effective Date.

WILMINGTON SAVINGS FUND SOCIETY, FSB, as Collateral Agent

By:  .....

Name: Rave Goldsborough .....

Title: Vice President .....

Schedule A

Trademark Collateral

	<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.	ONRAMP	Garrett Transportation I Inc.	4211655
24.	A	Garrett Transportation I Inc.	5695347
25.	METLOK	Garrett Transportation I Inc.	5513787