

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
MSX INTERNATIONAL, INC.	03/30/2007

RECEIVING PARTY DATA

Name:	BNY MIDWEST TRUST COMPANY, AS AGENT
Street Address:	2 N. LaSalle Street, Suite 1020
Internal Address:	Corporate Trust Administration
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60602

PROPERTY NUMBERS Total: 3

Property Type	Number
Patent Number:	5907489
Patent Number:	5078447
Patent Number:	D385845

CORRESPONDENCE DATA

Fax Number: (212)354-8113

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ATTORNEY DOCKET NUMBER:

1155732-0008

NAME OF SUBMITTER:

MARINA ORMAN

PATENT

500289615

REEL: 019365 FRAME: 0983

OP \$120.00 5907489

Total Attachments: 6

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PATENT

REEL: 019365 FRAME: 0984

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is dated as of March 30, 2007, between the Grantor listed on the signature page hereof ("Grantor"), and BNY MIDWEST TRUST COMPANY, in its capacity as administrative agent for the Secured Parties (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Indenture (as amended, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time, the "Indenture") by and among MSX INTERNATIONAL UK PLC, a company incorporated under the laws of England and Wales ("MSX UK"), MSX INTERNATIONAL BUSINESS SERVICES, SAS, a Société Anonyme Simplifiée incorporated under the laws of France ("MSX FR") and MSX INTERNATIONAL GMBH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany ("MSX DE", and together with the MSX UK and MSX FR, the "Issuers"), MSX INTERNATIONAL, INC., a Delaware corporation (the "Company"), as a guarantor, each of the Company's Subsidiaries signatory thereto (each, a "Subsidiary Guarantor" and, together with the Company, the "Guarantors") and Agent, MSX UK has issued its 12½% Senior Secured Notes due 2012 (the "UK Notes"), MSX FR has issued its 12½% Senior Secured Notes due 2012 (the "FR Notes") and MSX DE has issued its 12½% Senior Secured Notes due 2012 (the "DE Notes" and, together with the UK Notes and the DE Notes, including any Additional Notes issued thereunder, the "Notes");

WHEREAS, in order to induce the Holders to purchase the Notes, Grantor has entered into a Second Lien Security Agreement dated as of March 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by each of the parties listed on the signature page thereto and those additional entities that thereafter become party thereto and Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Indenture.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority (except as otherwise contemplated by the Intercreditor Agreement) security interest in all of

Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and rights in and to Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations, continuations-in-part, substitutions, extensions or renewals of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new patent rights. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Indenture Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Indenture Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement or any other Indenture Document refer to this Patent Security Agreement or such other Indenture Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Indenture Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Indenture Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Indenture Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Indenture Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

MSX INTERNATIONAL, INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED
BY:
BNY MIDWEST TRUST COMPANY, as
Agent

By: M. Callahan
Name: M. CALLAHAN
Title: VICE PRESIDENT

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

MSX INTERNATIONAL, INC.

By: 

Name: Frederick K. Minturn

Title: Executive Vice President
and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED

BY:

BNY MIDWEST TRUST COMPANY, as
Agent

By: _____

Name: _____

Title: _____

SCHEDULE I
to
PATENT SECURITY AGREEMENT

Patent Registrations/Applications

Grantor	Country	Patent Number	Title	Filing Date	Filing Status
MSX International, Inc.	United States	5,907,489	AUTOMATED FIXTURE BUILDER SYSTEM	12/18/1996	Issued (5/25/1999)
MSX International, Inc.	United States	5,078,447	MULTI-POSITION RETRACTABLE VEHICLE ROOF	4/10/1990	Issued (1/7/1992)
MSX International, Inc.	United States	D385,845	VEHICLE TOP	7/28/1993	Issued (11/4/1997)

PLEDGED INTERESTS ADDENDUM

NEWYORK 6077388 (2K)