

<b>PATENT ASSIGNMENT COVER SHEET</b>
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 Stylesheet Version v1.2

EPAS ID: PAT4221103

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
CERBERUS BUSINESS FINANCE, LLC	01/05/2017
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	MSX INTERNATIONAL INC.
<b>Street Address:</b>	500 WOODWARD AVENUE, SUITE 2150
<b>City:</b>	DETROIT
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48226
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5582454
<b>Patent Number:</b>	5669654
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(212)593-5955
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	(212) 756-2509
<b>Email:</b>	bryan.sterba@srz.com
<b>Correspondent Name:</b>	BRYAN STERBA
<b>Address Line 1:</b>	SCHULTE ROTH & ZABEL, 919 THIRD AVENUE
<b>Address Line 4:</b>	NEW YORK, NEW YORK 10022
<b>ATTORNEY DOCKET NUMBER:</b>	014951.1308
<b>NAME OF SUBMITTER:</b>	BRYAN STERBA
<b>SIGNATURE:</b>	/RS for BS/
<b>DATE SIGNED:</b>	01/11/2017
<b>Total Attachments: 16</b>	
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## **RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT**

WHEREAS, pursuant to that certain INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of March 15, 2016 (the "IP Security Agreement"), recorded in the United States Patent and Trademark Office on June 9, 2016, at Reel 038946, Frame 0503, and at Reel 5810, Frame 0333, and recorded at the United States Copyright Office on or about July 29, 2016, MSX International Inc., a Delaware corporation ("Releasee"), granted, to Cerberus Business Finance, LLC, a Delaware limited liability company, as the Administrative Agent (in such capacity, together with its successors and assigns, if any, the "Releasor"), for the ratable benefit of the Secured Parties, a security interest in all of Releasee's right, title and interest in and to the following (the "Collateral"):

- (i) the patents and patent applications set forth in Schedule A hereto (the "Patents");
- (ii) the trademark registrations and applications set forth in Schedule B hereto (provided that no security interest was granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would have impaired the validity or enforceability of such intent-to-use trademark applications or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the "Trademarks");
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "Copyrights");
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Releasee accruing thereunder or pertaining thereto; and
- (v) any and all income, fees, royalties, damages, claims and payments now or thereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constituted Excluded Assets; and

WHEREAS, Releasee has requested and Releasor has agreed to provide this Release of Intellectual Property Security Agreement (this "Release") to confirm the release, relinquishment and discharge of its security interest in the Collateral.

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, Releasor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the IP Security Agreement.

2. Release of Security Interest. Releasor on behalf of itself and the Secured Parties hereby (i) releases, relinquishes and discharges all of its security interest in the Collateral, and (ii) terminates the IP Security Agreement.

3. Recordation. Releasor hereby authorizes Releasee and Releasee's authorized representatives to file this Release at the United States Patent and Trademark Office and United States Copyright Office. The Releasor hereby authorizes and requests an applicable government officer to record this Release.

4. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Release of Intellectual Property Security Agreement to be duly executed as of January 5<sup>th</sup> 2017.

CERBERUS BUSINESS FINANCE, LLC

By: 

Name: Daniel E. Wolf

Title: Chief Executive Officer

IP Release

**PATENT**  
**REEL: 041340 FRAME: 0922**

MSX INTERNATIONAL INC.

By:   
Name: Frederick Minturn  
Title: President and Chief Executive Officer

Schedule A

PATENTS

Patents and Patent Applications

<u>Entity</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Jurisdiction</u>
MSX International, Inc.	Spring-Biased Latching Pin for a Convertible Top	08'324,286	10-14-1994	5,582,454	12-10-1996	United States
MSX International, Inc.	Extendable Rear Gate for Vehicle Cargo Bed	08'587,319	01-16-1996	5,669,654	09-23-1997	United States

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Schedule B

TRADEMARKS

Trademarks and Trademark Applications

Trademark Registrations:

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
MSX INTERNATIONAL	MSX International, Inc.	2834016	06/25/2008	2296344	06/18/2009	Argentina
MSX INTERNATIONAL	MSX International, Inc.	2834018	06/25/2008	2296346	06/18/2009	Argentina
MSX INTERNATIONAL	MSX International, Inc.	2834017	06/25/2008	2296345	06/18/2009	Argentina
MSX INTERNATIONAL & Design	MSX International, Inc.	2834019	06/25/2008	2296347	06/18/2009	Argentina
MSX INTERNATIONAL & Design	MSX International, Inc.	2834020	06/25/2008	2296348	06/18/2009	Argentina
MSX INTERNATIONAL & Design	MSX International, Inc.	2834021	06/25/2008	2296349	06/18/2009	Argentina
THE SMART ALTERNATIVE	MSX International, Inc.	2834015	06/25/2008	2296343	06/18/2009	Argentina
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	1472732	02/03/2012	1472732	05/31/2012	Australia
MSX	MSX International, Inc.	739665	07/22/1997	739665	07/02/1999	Australia
MSX INTERNATIONAL	MSX International, Inc.	778746	11/18/1998	778746	09/22/2000	Australia

MSX INTERNATIONAL & DESIGN	MSX International, Inc.	778748	11/18/1998	778748	778748	09/22/2000	Australia
MSX INTERNATIONAL	MSX International, Inc.	-	03/12/1998	820606413	820606413	05/28/2002	Brazil
MSX INTERNATIONAL	MSX International, Inc.	829567291	01/24/2008	829567291	829567291	08/10/2010	Brazil
MSX INTERNATIONAL	MSX International, Inc.	829567275	01/24/2008	829567275	829567275	08/10/2010	Brazil
MSX INTERNATIONAL	MSX International, Inc.	829567305	01/24/2008	829567305	829567305	08/10/2010	Brazil
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	820420840	09/08/1998	820420840	820420840	04/03/2001	Brazil
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	829567330	01/24/2008	829567330	829567330	08/10/2010	Brazil
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	829567356	01/24/2008	829567356	829567356	10/26/2010	Brazil
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	829567321	01/24/2008	829567321	829567321	08/10/2010	Brazil
B2BBUYER	MSX International, Inc.	1148101	07/26/2002	1148101	1MA638341	02/08/2006	Canada
MSX INTERNATIONAL	MSX International, Inc.	0878807	05/20/1998	0878807	1MA567826	09/23/2002	Canada
MSX INTERNATIONAL	MSX International, Inc.	0896993	11/18/1998	0896993	1MA529701	06/22/2000	Canada
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	0863523	12/08/1997	0863523	1MA515519	08/26/1999	Canada
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	0896994	11/18/1998	0896994	1MA529703	06/22/2000	Canada

MSX INTERNATIONAL	MSX International, Inc.	na	07/05/1999	1547815	03/28/2001	China
MSX INTERNATIONAL	MSX International, Inc.	7931200	12/21/2009	7931200	03/28/2011	China
MSX INTERNATIONAL & Design	MSX International, Inc.	na	07/05/1999	1547816	03/28/2001	China
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	7931201	12/21/2009	7931201	04/28/2011	China
FUELED BY CHALLENGE. POWERED BY SUCCESS.	MSX International, Inc.	010201812	08/17/2011	010201812	03/09/2012	European Union (CTM)
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	010536811	01/02/2012	010536811	05/30/2012	European Union (CTM)
MSX INTERNATIONAL	MascoTech Automotive Systems Group, Inc.	403048	11/06/1996	403048	01/21/1999	European Union (CTM)
MSX INTERNATIONAL	MSX International, Inc.	993121	11/18/1998	993121	04/14/2000	European Union (CTM)
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	1001049	11/18/1998	1001049	07/03/2000	European Union (CTM)
STARS METHODOLOGY FOR CONTINUOUS IMPROVEMENT	MSX International, Inc.	012120581	09/06/2013	012120581	02/03/2014	European Union (CTM)
MSX INTERNATIONAL	MSX International, Inc.	2247053	12/09/2011	2247053	10/17/2013	India
MSX INTERNATIONAL	MSX International, Inc.	2247054	12/09/2011	2247054	10/18/2013	India
MSX INTERNATIONAL	MSX International, Inc.	2247055	12/09/2011	2247055	10/18/2013	India

MSX INTERNATIONAL & Design	MSX International, Inc.	2247056	12.09.2011	2247056	10.18.2013	India
MSX INTERNATIONAL & Design	MSX International, Inc.	2247057	12.09.2011	2247057	10.14.2013	India
MSX INTERNATIONAL & Design	MSX International, Inc.	2247058	12.09.2011	2247058	10.15.2013	India
MSX INTERNATIONAL	MSX International, Inc.	2008-64329	07/31/2008	5251599	07/24/2009	Japan
MSX INTERNATIONAL	MSX International, Inc.	2008-64329	07/31/2008	5251600	07/24/2009	Japan
FUELED BY CHALLENGE POWERING SUCCESS	MSX International, Inc.	1204164	08/18/2011	1317885	10/04/2012	Mexico
FUELED BY CHALLENGE POWERING SUCCESS	MSX International, Inc.	1204166	08/18/2011	1261674	01/20/2012	Mexico
FUELED BY CHALLENGE POWERING SUCCESS	MSX International, Inc.	1204167	08/18/2011	1259352	01/06/2012	Mexico
MSX INTERNATIONAL	MSX International, Inc.	1234504	12.09.2011	1307329	08/28/2012	Mexico
MSX INTERNATIONAL	MSX International, Inc.	1234506	12.09.2011	1284879	05/14/2012	Mexico
MSX INTERNATIONAL	MSX International, Inc.	1234509	12.09.2011	1284385	05/09/2012	Mexico
MSX INTERNATIONAL	MSX International, Inc.	360357	1/15/1999	607741	4/29/1999	Mexico
MSX INTERNATIONAL	MSX International, Inc.	360355	1/15/1999	602168	4/25/1999	Mexico
MSX INTERNATIONAL	MSX International, Inc.	323647	2/25/1998	621221	8/31/1999	Mexico
MSX INTERNATIONAL	MSX International, Inc.	323012	2/19/1998	573060	3/26/1998	Mexico

MSX INTERNATIONAL & Design	MSX International, Inc.	1234510	12-09-2011	1307330	08-28-2012	Mexico
MSX INTERNATIONAL & Design	MSX International, Inc.	1234511	12-09-2011	1284880	05-14-2012	Mexico
MSX INTERNATIONAL & Design	MSX International, Inc.	1234512	12-09-2011	1288397	05-31-2012	Mexico
MSX INTERNATIONAL CREATING THE FUTURE	MSX International, Inc.	308426	9-24-1997	621085	8-31-1999	Mexico
ENGINEERING THE FUTURE	MSX International, Inc.	394897	10-13-1999	645664	3-22-2000	Mexico
MSX INTERNATIONAL	MSX International, Inc.	201132050	12-13-2011	201132050	03-25-2014	South Africa
MSX INTERNATIONAL	MSX International, Inc.	201132051	12-13-2011	201132051	03-25-2014	South Africa
MSX INTERNATIONAL	MSX International, Inc.	201132052	12-13-2011	201132052	03-25-2014	South Africa
MSX INTERNATIONAL & Design	MSX International, Inc.	201132053	12-13-2011	201132053	03-25-2014	South Africa
MSX INTERNATIONAL & Design	MSX International, Inc.	201132054	12-13-2011	201132054	03-25-2014	South Africa
MSX INTERNATIONAL & Design	MSX International, Inc.	201132055	12-13-2011	201132055	03-25-2014	South Africa
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	220-2012	01-03-2012	256912	04-18-2013	South Korea
MSX INTERNATIONAL	MSX International, Inc.	330-2008	01-07-2008	177760	11-26-2008	South Korea

MSX INTERNATIONAL & DESIGN	MSX International, Inc.	331/2008	01-07-2008	176298	10-27-2008	South Korea
B2BBUYER	MSX International, Inc.	75-814,693	10-04-1999	2,681,980	01-28-2003	United States
B2BBUYER	MSX International, Inc.	76/391,772	03-19-2002	2,849,856	06-01-2004	United States
B2BBUYER	MSX International, Inc.	77/551,549	08-20-2008	3,697,687	10-20-2009	United States
B2BBUYER	MSX International, Inc.	85-828,979	01-22-2013	4,513,391	04-15-2014	United States
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	85-390,465	08-05-2011	4,227,208	10-16-2012	United States
MSX INTERNATIONAL	MSX International, Inc.	85-485,617	12-02-2011	4,179,244	07-24-2012	United States
MSX INTERNATIONAL & Design	MSX International, Inc.	85-485,626	12-02-2011	4,179,247	07-24-2012	United States
STARS METHODOLOGY FOR CONTINUOUS IMPROVEMENT	MSX International, Inc.	85-905,120	04-16-2013	4,403,489	09-17-2013	United States
GEOMETRIC RESULTS	MSX International, Inc.	86-260,198	04-23-2014	4,721,515	04-14-2015	United States
GEOMETRIC RESULTS & Design	MSX International, Inc.	1623360	05-16-2014	1,623,360	05-16-2014	Australia
GEOMETRIC RESULTS & Design	MSX International, Inc.	012884672	05-19-2014	012884672	10-14-2014	European Union (CTM)
GEOMETRIC RESULTS & Design	MSX International, Inc.	201439495	05-19-2014	5729491	12-26-2014	Japan
GEOMETRIC RESULTS & Design	MSX International, Inc.	86-269,480	05-02-2014	4,783,071	07-28-2015	United States

Trademark Applications:

Mark	Owner Name	Application #	File Date	Jurisdiction
GEOMETRIC RESULTS & Design	MSX International, Inc.	907783732	06/03/2014	Brazil
GEOMETRIC RESULTS & Design	MSX International, Inc.	1676441	05/09/2013	Canada
GEOMETRIC RESULTS & Design	MSX International, Inc.	14652496	07/04/2014	China



Schedule C

COPYRIGHTS

Copyrights and Copyright Applications

<u>Claimant</u>	<u>Full Title</u>	<u>Copyright No.</u>	<u>Year</u>
MSX International, Inc.	Continuous improvement seminars and services.	TX0005307091	1999
MSX International, Inc.	ISO 14000 for the automotive industry: integrating the ISO-14001 environmental management system with the ISO QS-9000 quality system requirements.	TX0005783675	1999
MSX International, Inc.	Design of experiments.	TX0005741148	2001
MSX International, Inc.	Design of experiments 2 / prepared by MRI.	TX0005643240	2001
MSX International, Inc.	Internal quality system auditing ISO QS/IE 9000.	TX0005720751	2001
MSX International, Inc.	ISO 9000 for the health care industry.	TX0005437592	2001
MSX International, Inc.	Measurement system assessment I / prepared by MRI. Management Resources International, Inc.	TX0005431878	2001
MSX International, Inc.	Measurement system assessment II.	TX0005783676	2001
MSX International, Inc.	Statistical process control I.	TX0005437594	2001
MSX International, Inc.	Statistical process control II.	TX0005475215	2001
MSX International, Inc.	Understanding ISO 14001: building and implementing an effective environment management system.	TX0005437593	2001

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