

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Kelsey-Hayes Company		01/24/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Bank:		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1893462		
Registration Number:	1645137	EBC	
Registration Number:	1324370	KELSEY	
Registration Number:	814337	KELSEY-HAYES	
Registration Number:	800213	KH	
CORRESPONDENCE DATA			
Fax Number:	(202)783-0145		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	pagodoa@federalresearch.com		
Correspondent Name:	CBC Companies dba Federal Research		
Address Line 1:	1030 Fifteenth Street, NW, Suite 920		
Address Line 2:	attn: Penelope J.A. Agodoa		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
NAME OF SUBMITTER:	Penelope J.A. Agodoa		

CH \$140.00 1893462

Signature:

/pja/

Date:

02/14/2005

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2005, among TRW AUTOMOTIVE HOLDINGS CORP., a Delaware corporation ("Holdings"), TRW AUTOMOTIVE INTERMEDIATE HOLDINGS CORP., a Delaware corporation ("Intermediate Holdings"), TRW AUTOMOTIVE INC. (f/k/a TRW Automotive Acquisition Corp.), a Delaware corporation (the "U.S. Borrower"), the Grantors listed on Schedule I hereto (the "Grantors") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the U.S. Guarantee and Collateral Agreement dated as of February 28, 2003 (as amended by the Reaffirmation Agreement dated December 17, 2004, among Holdings, Intermediate Holdings, the U.S. Borrower, TRW Automotive Finance (Luxembourg) S.à r.l, each other subsidiary of the U.S. Borrower identified therein and the Administrative Agent and as may be further amended, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement"), among Holdings, Intermediate Holdings, the U.S. Borrower, the Domestic Subsidiary Loan Parties party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the U.S. Borrower subject to the terms and conditions set forth in the Credit Agreement (as such term is defined in the U.S. Collateral Agreement). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings, Intermediate Holdings and the Grantors are affiliates of the U.S. Borrower, will derive substantial benefits from the extension of credit to the U.S. Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement. The rules of construction specified in Section 1.01 of the U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the U.S. Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the U.S. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRW AUTOMOTIVE HOLDINGS CORP.,

by Joseph S. Cantie
Name: Joseph S. Cantie
Title: Executive Vice President and Chief Financial Officer

TRW AUTOMOTIVE INTERMEDIATE HOLDINGS CORP.,

by Joseph S. Cantie
Name: Joseph S. Cantie
Title: Chief Financial Officer

TRW AUTOMOTIVE INC.,

by Joseph S. Cantie
Name: Joseph S. Cantie
Title: Executive Vice President and Chief Financial Officer

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by Joseph S. Cantie
Name: Joseph S. Cantie
Title: Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by _____
Name:
Title:

[[2468975]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRW AUTOMOTIVE HOLDINGS CORP.,

by

Name:
Title:

TRW AUTOMOTIVE INTERMEDIATE HOLDINGS CORP.,

by

Name:
Title:

TRW AUTOMOTIVE INC.,

by

Name:
Title:

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by



Name: **MARIAN N. SCHULMAN**
Title: **Managing Director**

Schedule I - Grantors

Kelsey-Hayes Company

[[2468975]]

Schedule II

1084	Kelsey-Hayes Company	CIRCLE DESIGN	1893462	May-09-1995	9, 12	May-09-2005
1234	Kelsey-Hayes Company	EBC	1645137	May-21-1991	12	May-21-2011
1491	Kelsey-Hayes Company	KELSEY	1324370	Mar-12-1985	12	Mar-12-2005
1495	Kelsey-Hayes Company	KELSEY-HAYES	814337	Sep-06-1966	19	Sep-06-2006
1507	Kelsey-Hayes Company	KH	800213	Dec-14-1965	19	Dec-14-2005

[[NYCORP:2468975]]