

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A., as Administrative Agent		04/15/2009	National Association:

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB, as Administrative Agent
Street Address:	50 South Sixth Street
Internal Address:	Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	Federal Savings Bank:

PROPERTY NUMBERS Total: 97

Property Type	Number	Word Mark
Registration Number:	2649913	CLIMATEPRO
Registration Number:	2602426	CLIMATEPRO
Registration Number:	2505180	
Registration Number:	2500805	
Registration Number:	2466448	
Registration Number:	2594843	
Registration Number:	2507703	
Registration Number:	2505179	
Registration Number:	2502680	
Registration Number:	2498849	
Registration Number:	2594848	
Registration Number:	2500806	
Registration Number:	2724596	VISTEON

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Registration Number:	2625549	
Registration Number:	2567914	
Registration Number:	2502681	
Registration Number:	2502682	
Registration Number:	2498854	
Registration Number:	2594844	
Registration Number:	2510988	
Registration Number:	2775965	
Registration Number:	2507706	
Registration Number:	2466450	
Registration Number:	2625553	
Registration Number:	2500814	
Registration Number:	2530373	
Registration Number:	2507707	
Registration Number:	2500808	
Registration Number:	2594845	
Registration Number:	2500810	
Registration Number:	2507704	
Registration Number:	2500811	
Registration Number:	2466451	
Registration Number:	2594846	
Registration Number:	2500807	
Registration Number:	2502683	
Registration Number:	2498850	
Registration Number:	2594842	
Registration Number:	2507702	
Registration Number:	2444690	GENPAD
Registration Number:	2451267	GENPAD
Registration Number:	2383692	GENPAD
Registration Number:	2875541	INNOVATIONWORKS
Registration Number:	2074872	MACH
Registration Number:	2669773	PRIMETEMP
Registration Number:	2640062	SEE THE POSSIBILITIES
Registration Number:	2618449	SEE THE POSSIBILITIES
Registration Number:	2451240	SEE THE POSSIBILITIES

Registration Number:	2978199	TACNET
Registration Number:	2789253	VISTCONNECT
Registration Number:	2360510	VISTEON
Registration Number:	2383644	VISTEON
Registration Number:	2383646	VISTEON
Registration Number:	2385988	VISTEON
Registration Number:	2457288	VISTEON
Registration Number:	2414389	VISTEON
Registration Number:	2175733	VISTEON
Registration Number:	2175734	VISTEON
Registration Number:	2383551	VISTEON
Registration Number:	2625551	VISTEON
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Registration Number:	2613062	VISTEON
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Registration Number:	2646208	VISTEON
Registration Number:	2646209	VISTEON
Registration Number:	2610153	VISTEON
Registration Number:	2601661	VISTEON
Registration Number:	2507710	VISTEON
Registration Number:	2520794	VISTEON
Registration Number:	2520793	VISTEON
Registration Number:	2507708	VISTEON
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Registration Number:	2507705	VISTEON
Registration Number:	2500809	VISTEON
Registration Number:	2498851	VISTEON
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Registration Number:	2510989	VISTEON
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Registration Number:	2601662	VISTEON
Registration Number:	2360555	VISTEON
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Registration Number:	2383643	VISTEON

Registration Number:	2383642	VISTEON
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Registration Number:	2241256	VISTEON
Registration Number:	2513189	VISTEON
Registration Number:	2466449	VISTEON
Registration Number:	2498853	VISTEON
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Registration Number:	2550540	VISTEON
Registration Number:	2589140	VISTEON RACING
Registration Number:	2782163	VISTEON VOICE TECHNOLOGY
Registration Number:	2933914	V-TES

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8084
Email: ashley.scibelli@bingham.com
Correspondent Name: Ashley B. Scibelli
Address Line 1: One Federal Street
Address Line 2: Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Ashley B. Scibelli
Signature:	/Ashley B. Scibelli/
Date:	04/21/2009

Total Attachments: 9
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ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS

This Assignment of Security Interest in Trademarks (“Trademark Collateral Assignment”), dated as of April 15, 2009, is executed by JPMORGAN CHASE BANK, N.A., as assignor (the “Existing Agent”) and WILMINGTON TRUST FSB, as assignee (the “Successor Agent”). Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement or the Guarantee and Collateral Agreement, respectively, referred to below.

RECITALS

WHEREAS, Visteon Corporation, as borrower (the “Borrower”), the Existing Agent in its capacity as Administrative Agent for the Lenders referred to below, the several banks and other financial institutions (the “Lenders”), Credit Suisse Securities (USA) LLC and Sumitomo Mitsui Banking Corporation, as Co-Documentation Agents, and Citicorp USA, Inc., as Syndication Agent entered into that certain that Credit Agreement, dated as of June 13, 2006 (as amended and restated pursuant to that certain Amended and Restated Credit Agreement dated April 10, 2007 and as further amended and in effect from time to time, the “Credit Agreement”);

WHEREAS, in connection with the Credit Agreement, the Borrower, VISTEON CORPORATION, a Delaware corporation (the “Grantor”), and certain other subsidiaries of the Borrower, executed and delivered a Guarantee and Collateral Agreement, dated as of June 13, 2006, in favor the Existing Agent (together with all amendments, modifications and supplements, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, in connection with the Guarantee and Collateral Agreement, pursuant to the Grant of Security Interest in Trademark Rights, dated as of June 13, 2006 (“Trademark Agreement”), the Grantor granted to the Existing Agent, for itself and for the ratable benefit of the Secured Parties, a security interest in the “Collateral” (as defined in the Trademark Agreement), including certain trademark registrations, trademark applications and trademark licenses as identified on Schedule A to the Trademark Agreement (collectively, the “Trademark Collateral”), all as more fully provided in the Trademark Agreement;

WHEREAS, pursuant to that certain Successor Agent Agreement and Amendment, dated as of April 15, 2009 (the “Successor Agent Agreement”), the Existing Agent resigned as the Administrative Agent under the Credit Agreement and the other Loan Documents, the Successor Agent was appointed by the Required Lenders as the successor Administrative Agent under the Credit Agreement and the other Loan Documents, and the Successor Agent assumed the rights, powers and privileges of the “Administrative Agent” under the Credit Agreement, Guarantee and Collateral Agreement and other Loan Documents;

WHEREAS, the Existing Agent desires to assign, and the Successor Agent desires to assume, the rights, powers, privileges and obligations of the “Agent” under the Trademark Agreement.

NOW, THEREFORE, the Existing Agent and the Successor Agent agree as follows:

1. As of the date hereof, the Existing Agent hereby assigns, and the Successor Agent hereby assumes, the rights, powers, privileges and obligations of the "Agent" in the Trademark Agreement.
2. The security interest granted by the Grantor pursuant to the Trademark Agreement includes a security interest and other rights in the Trademark Collateral, owned as of June 13, 2006, or at any time thereafter acquired by the Grantor or in which the Grantor had as of June 13, 2006, or at any time thereafter, acquired any right, title or interest.
3. The Successor Agent may record this Trademark Collateral Assignment on the Trademark Collateral identified on Schedule A with the United States Patent and Trademark Office and trademark offices of any countries and/or jurisdictions in which the trademarks are registered or applied for.
4. Except as expressly amended and supplemented herein or in the Successor Agent Agreement, all of the terms and provisions of the Trademark Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

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IN WITNESS WHEREOF, the parties have executed this Trademark Collateral Assignment as of the day and year first above written.

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

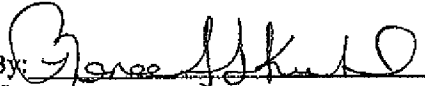
By: Matthew H. Massie
Name: MATTHEW H. MASSIE
Title: MANAGING DIRECTOR

[Signature Page to Assignment of Security Interest in Trademarks - Visteon Corporation]

A/73005526

TRADEMARK
REEL: 003973 FRAME: 0314

WILMINGTON TRUST FSB, as Successor Agent

By: 
Name: **Renee Kuhl**
Title: **Assistant Vice President**

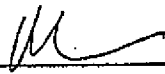
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TRADEMARK
REEL: 003973 FRAME: 0315

AGREED AND ACKNOWLEDGED:

VISTEON CORPORATION,
as Grantor

By: 
Name: Michael P. Lewis
Title: Assistant Treasurer

[Signature Page to Assignment of Security Interest in Trademarks - Visteon Corporation]

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TRADEMARK
REEL: 003973 FRAME: 0316

SCHEDULE A
TRADEMARKS ISSUED BY U.S. PATENT
AND TRADEMARK OFFICE

[See attached]

A/73005526.1

TRADEMARK
REEL: 003973 FRAME: 0317

SCHEDULE A

U.S. Trademark Registrations

<u>Trademark</u>	<u>Registration Number</u>
CLIMATEPRO	2,649,913
CLIMATEPRO AND DESIGN	2,602,426
ENERGY DOT DEVICE	2,505,180
ENERGY DOT DEVICE (5/BLACK)	2,500,805
ENERGY DOT DEVICE (5/BLACK)	2,466,448
ENERGY DOT DEVICE (5/BLACK)	2,594,843
ENERGY DOT DEVICE (5/BLACK)	2,507,703
ENERGY DOT DEVICE (5/BLACK)	2,505,179
ENERGY DOT DEVICE (5/BLACK)	2,502,680
ENERGY DOT DEVICE (5/BLACK)	2,498,849
ENERGY DOT DEVICE (5/BLACK)	2,594,848
ENERGY DOT DEVICE (5/COLOR)	2,500,806
ENERGY DOT DEVICE (5/COLOR)	2,724,596
ENERGY DOT DEVICE (5/COLOR)	2,625,549
ENERGY DOT DEVICE (5/COLOR)	2,567,914
ENERGY DOT DEVICE (5/COLOR)	2,502,681
ENERGY DOT DEVICE (5/COLOR)	2,502,682
ENERGY DOT DEVICE (5/COLOR)	2,498,854
ENERGY DOT DEVICE (5/COLOR)	2,594,844
ENERGY DOT DEVICE (5/COLOR)	2,510,988
ENERGY DOT DEVICE (5/COLOR)	2,775,965
ENERGY DOT DEVICE (8/BLACK)	2,507,706
ENERGY DOT DEVICE (8/BLACK)	2,466,450
ENERGY DOT DEVICE (8/BLACK)	2,625,553
ENERGY DOT DEVICE (8/BLACK)	2,500,814
ENERGY DOT DEVICE (8/BLACK)	2,530,373
ENERGY DOT DEVICE (8/BLACK)	2,507,707
ENERGY DOT DEVICE (8/BLACK)	2,500,808
ENERGY DOT DEVICE (8/BLACK)	2,594,845
ENERGY DOT DEVICE (8/BLACK)	2,500,810
ENERGY DOT DEVICE (8/BLACK)	2,507,704
ENERGY DOT DEVICE (8/COLOR)	2,500,811
ENERGY DOT DEVICE (8/COLOR)	2,466,451
ENERGY DOT DEVICE (8/COLOR)	2,594,846
ENERGY DOT DEVICE (8/COLOR)	2,500,807
ENERGY DOT DEVICE (8/COLOR)	2,502,683
ENERGY DOT DEVICE (8/COLOR)	2,498,850
ENERGY DOT DEVICE (8/COLOR)	2,594,842
ENERGY DOT DEVICE (8/COLOR)	2,507,702

<u>Trademark</u>	<u>Registration Number</u>
GENPAD	2,444,690
GENPAD	2,451,267
GENPAD	2,383,692
INNOVATIONWORKS	2,875,541
MACH	2,074,872
PRIMETEMP	2,669,773
SEE THE POSSIBILITIES	2,640,062
SEE THE POSSIBILITIES	2,618,449
SEE THE POSSIBILITIES	2,451,240
TACNET	2,978,199
VISTCONNECT	2,789,253
VISTEON	2,360,510
VISTEON	2,383,644
VISTEON	2,383,646
VISTEON	2,385,988
VISTEON	2,457,288
VISTEON	2,414,389
VISTEON	2,175,733
VISTEON	2,175,734
VISTEON	2,383,551
VISTEON & ENERGY DOT DEVICE (5/BLACK)	2,625,551
VISTEON & ENERGY DOT DEVICE (5/BLACK)	2,646,210
VISTEON & ENERGY DOT DEVICE (5/BLACK)	2,613,062
VISTEON & ENERGY DOT DEVICE (5/BLACK)	2,594,847
VISTEON & ENERGY DOT DEVICE (5/COLOR)	2,625,550
VISTEON & ENERGY DOT DEVICE (5/COLOR)	2,646,208
VISTEON & ENERGY DOT DEVICE (8/COLOR)	2,646,209
VISTEON & ENERGY DOT DEVICE (8/COLOR)	2,610,153
VISTEON & ENERGY DOT DEVICE (8/COLOR)	2,601,661
VISTEON (AND DESIGN)	2,507,710
VISTEON AND ENERGY DOT DEVICE (5/BLACK)	2,520,794
VISTEON AND ENERGY DOT DEVICE (5/BLACK)	2,520,793
VISTEON AND ENERGY DOT DEVICE (5/BLACK)	2,507,708
VISTEON AND ENERGY DOT DEVICE (5/BLACK)	2,518,154
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,507,705
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,500,809
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,498,851
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,507,709
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,510,989
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,510,990
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,601,662
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,360,555
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,360,556
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,383,643
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,383,642
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,383,647

<u>Trademark</u>	<u>Registration Number</u>
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,498,957
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,451,583
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,239,710
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,241,256
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,513,189
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,466,449
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,498,853
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,498,852
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,550,540
VISTEON RACING AND DESIGN	2,589,140
VISTEON VOICE TECHNOLOGY	2,782,163
V-TES	2,933,914