

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
TI Group Automotive Systems, L.L.C.		03/14/2012	LIMITED LIABILITY COMPANY:
TI Automotive Limited		03/14/2012	LIMITED LIABILITY COMPANY:
TI Automotive Canada, Inc.		03/14/2012	CORPORATION:
TI Automotive, L.L.C.		03/14/2012	LIMITED LIABILITY COMPANY:
Hanil USA, L.L.C.		03/14/2012	LIMITED LIABILITY COMPANY:
TI Group Automotive Systems S de R.L. de C.V.		03/14/2012	CORPORATION:

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	277 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10172
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3328224	B
Registration Number:	2041248	PERMBLOK
Registration Number:	3500510	BUNDY
Registration Number:	289329	BUNDYWELD
Registration Number:	2582638	B
Registration Number:	741152	BUNDYFLEX
Registration Number:	2698532	TI AUTOMOTIVE

TRADEMARK

CH \$190.00 3328224

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Phone: (212) 310-8000
Email: Justin.D.Lee@weil.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Justin D. Lee
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	77571.0014/JUSTIN D. LEE
NAME OF SUBMITTER:	Justin D. Lee
Signature:	/Justin D. Lee/
Date:	03/14/2012

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

WHEREAS, TI Group Automotive Systems, L.L.C., a Delaware limited liability company (herein referred to as the “**Grantor**”) owns, or in the case of licenses is an exclusive licensee with respect to, the Trademark Collateral (as defined below);

WHEREAS, TI Group Automotive Systems, L.L.C. (the “**Borrower**”), TI Automotive Limited, TI Automotive Canada, Inc., TI Automotive, L.L.C., Hanil USA L.L.C., TI Group Automotive Systems S de R.L. de C.V., the other guarantors and lenders party thereto, JPMorgan Chase Bank, N.A. (“**JPMorgan**”), as administrative agent, and the other agents party thereto are parties to a Term Loan and Guaranty Agreement dated as of March 14, 2012 (as amended from time to time, the “**Term Loan Agreement**”); and

WHEREAS, pursuant to (i) a Term Loan Collateral Agreement dated as of March 14, 2012 (as amended and/or supplemented from time to time, the “**Collateral Agreement**”) among, *inter alia*, the Borrower, the other Grantors party thereto and JPMorgan, as administrative agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other loan documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Collateral Agreement) owned by the Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark; provided that no security interest shall be granted in the 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 impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law;

(ii) each Material Trademark License (as defined in the Collateral Agreement), including, without limitation, each Material Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Material Trademark License (including, without limitation, any Material Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

provided, however, that the Trademark Collateral shall not include any Excluded Property.

Except to the extent expressly permitted in the Collateral Agreement or the Term Loan Agreement, the Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Grantee pursuant to the Collateral Agreement. The Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Reference is made to the Intercreditor Agreement (as defined in the Term Loan Agreement). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the first date written above.

TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.,
as Grantor

By: 

Name: Timothy M. Guerriero
Title: Secretary

[TRADEMARK SECURITY AGREEMENT]

Acknowledged:

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

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

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004736 FRAME: 0807

SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT

US TRADEMARKS

Trademark Name	Owner Name	Application No.	Filing Date	Registration No.	Registration Date
"b" (stylized)	TI Group Automotive Systems, L.L.C.	76/659999	5/12/2006	3328224	11/6/2007
PERMBLOK	TI Group Automotive Systems, L.L.C.	74/668644	5/1/1995	2041248	2/25/1997
BUNDY	TI Group Automotive Systems, L.L.C.	76/660210	5/15/2006	3500510	9/16/2008
BUNDYWELD	TI Group Automotive Systems, L.L.C.	71/309605	1/5/1931	289329	11/24/1931
b (white outline)	TI Group Automotive Systems, L.L.C.	75/556724	9/22/1998	2582638	6/18/2002
BUNDYFLEX	TI Group Automotive Systems, L.L.C.	72/131800	11/13/1961	741152	11/27/1962
TI AUTOMOTIVE	TI Group Automotive Systems, L.L.C.	76/268309	6/7/2001	2698532	3/18/2003

CANADIAN TRADEMARKS

Trademark Name	Owner Name	Application No.	Filing Date	Registration No.	Registration Date
"b" (stylized)	TI Group Automotive Systems, L.L.C.	031208400	3/28/1968	TMA160707	1/24/1969
BUNDYWELD	TI Group Automotive Systems, L.L.C.	025430700	12/19/1959	TMA118895	7/22/1960
BUNDY	TI Group Automotive Systems, L.L.C.	016131000	2/6/1933	UCA000437	2/6/1933

Trademark Name	Owner Name	Application No.	Filing Date	Registration No.	Registration Date
b (white outline)	TI Group Automotive Systems, L.L.C.	102667400	8/24/1999	TMA637567	4/18/2005
"TI" (associated with two concentric circles)	TI Group Automotive Systems, L.L.C.	021593300	7/24/1952	UCA043270	7/24/1952
TI Group Automotive Systems (design)	TI Group Automotive Systems, L.L.C.	102657900	8/23/1999	TMA625652	11/17/2004