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*8-25-99*

08-31-1999



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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): CMI International, Inc.

Individual(s)                       Association

General Partnership               Limited Partnership

Corporation-State (Michigan)

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: Canadian Imperial Bank of Commerce as Administrative Agent

Internal Address: \_\_\_\_\_

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other Canadian-chartered bank acting through New York Agent

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

Assignment                       Merger

Security Agreement               Change of Name

Other Conditional Assignment of and Security Interest in Trademark Rights

Execution Date: July 9, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) **See Attached Schedule A**

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41): ..... \$115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: 115E

(Attached duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Lori E. Lesser, Esq.                      *Lori E Lesser*                      8/24/99

Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 7

08/31/1999 MTHA11 00000080 1595702

01 FC:481 40.00 OP

02 FC:482 75.00 OP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

Schedule A

U.S. TRADEMARKS

<u>Title</u>	<u>Registration No.</u>	<u>Date of Registration</u>
CMI	1,595,702	05/08/90
CMI and Design	1,594,880	05/08/90
CMI	1,594,881	05/08/90
CMI and Design	1,573,848	12/26/89

CONDITIONAL ASSIGNMENT OF AND  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS CONDITIONAL ASSIGNMENT OF AND SECURITY INTEREST IN TRADEMARK RIGHTS ("Conditional Assignment"), dated as of April \_\_, 1999 is made by CMI International, Inc., a Michigan corporation (the "Obligor"), in favor of Canadian Imperial Bank of Commerce, a Canadian-chartered bank acting through its New York Agency, as Administrative Agent and Co-Lead Arranger (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Third Amended and Restated Credit Agreement, dated as of February 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hayes Lemmerz International, Inc., a Delaware corporation (the "Company"), the Lenders, the Agent, Credit Suisse First Boston, as Syndication Agent and Co-Lead Arranger, Merrill Lynch Capital Corporation, as Co-Documentation Agent, and Dresdner Bank AG, as Co-Documentation Agent and European Swing Line Administrator.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Company upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant both to Section 3 of the Third Amended and Restated Guarantee and Collateral Agreement (Exhibit B-1 of the Credit Agreement) and Section 2 of the Third Amended and Restated Copyright, Patent and Trademark Security Agreement (Exhibit B-4 of the Credit Agreement), Obligor pledged and granted to the Agent for the benefit of the agent and the Lenders a continuing security interest in all Intellectual Property, including Trademarks (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreements"); and

WHEREAS, Obligor has duly authorized the execution, delivery and performance of this Conditional Assignment pledged and granted to the Agent for the benefit of the Agent and the Lenders;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Company pursuant to the Credit Agreement, Obligor agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Conditional Assignment, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreements.

SECTION 2. Conditional Assignment and Grant of Security Interest. Obligor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of

Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Conditional Assignment has been executed and delivered by Obligor for the purpose of recording the conditional assignment and grant of security interest herein with the United States Patent and Trademark Office. The conditional assignment and security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Lenders under the Security Agreements. The Security Agreements (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Obligor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Security Agreements, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Conditional Assignment may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Conditional Assignment to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

CMI INTERNATIONAL, INC.

By: William D. Shovers

Name: William D. Shovers

Title: Vice President

CANADIAN IMPERIAL BANK OF COMMERCE,  
as Administrative Agent for the Lenders

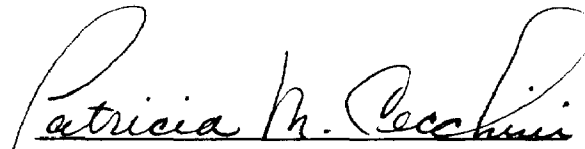
By: Stephanie B. DeVine

Name: Stephanie B. Devine

Title: Executive Director, CIBC World Markets Corp., AS Agent

STATE OF Michigan )  
 ) ss  
COUNTY OF Oakland )

On the 3rd day of June, 1999, before me personally came William D. Shovers, who is personally known to me to be the Vice President of CMI International, Inc., a Michigan corporation; who, being duly sworn, did depose and say that he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

PATRICIA M. CECCHINI, Notary Public  
Oakland County, Michigan  
My Commission Expires 4-2-2003

SIMPSON THACHER & BARTLETT

425 LEXINGTON AVENUE  
NEW YORK, N.Y. 10017-3954  
(212) 455-2000

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER  
(212) 455-3393

E-MAIL ADDRESS  
l\_lesser@stblaw.com

EXPRESS MAIL

August 24, 1999

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks  
U.S. Patent and Trademark Office  
Office of Public Records  
Crystal Gateway 4, Room 335  
Washington, DC 20231

Dear Madam or Sir:

Enclosed for recording please find a Conditional Assignment of and Security Interest in Trademark Rights in favor of Canadian Imperial Bank of Commerce, as Administrative Agent, covering 4 U.S. trademarks. For convenience, I have highlighted the registration numbers that should be recorded.

A check in the amount of \$115 is enclosed to cover the filing fee. Please return confirmation of this filing to me at my firm's address as listed above.

Thank you for your consideration.

Respectfully submitted,



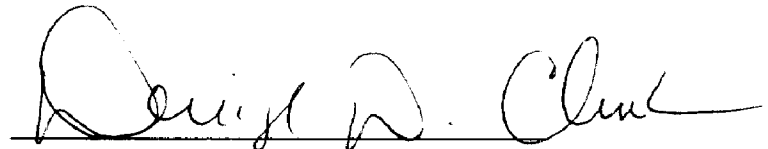
Lori E. Lesser

cc: Donna McManus, Esq.

Enclosure

STATE OF New York )  
 )ss  
COUNTY OF Queens )

On the 9 day of July, 1999, before me personally came Stephanie Deuane, who is personally known to me to be the Exec. Dir. of Canadian Imperial Bank of Commerce, a Canadian chartered bank acting through its New York Agency; who, being duly sworn, did depose and say that he is the AGENT in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public

DENISE D. CLINTON  
Notary Public, State of New York  
No. 41-4789314  
Qualified in Queens County  
Commission Expires December 2, 19 99