

09-18-2000



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08-11-2000

U.S. Department of Commerce Patent and Trademark Office TRADEMARK

101458443

U.S. Patent & TMO's/TM Mail Rcpt Dt. #64

MO 8.11.00

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- Submission Type options: New, Resubmission, Correction of PTO Error, Corrective Document

Conveyance Type

- Conveyance Type options: Assignment, License, Security Agreement, Nunc Pro Tunc Assignment, Merger, Change of Name, Other

Conveying Party

Mark if additional names of conveying parties attached

Name MSX INTERNATIONAL, INC.

Execution Date 12/07/1999

Formerly

- Entity type options: Individual, General Partnership, Limited Partnership, Corporation, Association

Other

Citizenship/State of Incorporation/Organization DELAWARE

Receiving Party

Mark if additional names of receiving parties attached

Name BANK ONE, N.A.

DBA/AKA/TA

Composed of

Address (line 1) 611 WOODWARD AVENUE

Address (line 2)

Address (line 3) DETROIT

MICHIGAN / USA

48226

- Entity type options: Individual, General Partnership, Limited Partnership, Corporation, Association

Other

NATIONAL BANKING ASSOCIATION

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

09/15/2000 MTHA11 00000502 75681425

FOR OFFICE USE ONLY

01 FC:481 02 FC:482

40.00 OP 400.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet.

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

TRADEMARK REEL: 002138 FRAME: 0969

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

202-457-0160

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

16

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75/681425"/>	<input type="text" value="75/632287"/>	<input type="text" value="75/814693"/>	<input type="text" value="2320235"/>	<input type="text" value="1219892"/>	<input type="text" value="1938623"/>
<input type="text" value="75/681427"/>	<input type="text" value="75/632286"/>	<input type="text" value="75/814363"/>	<input type="text" value="2189333"/>	<input type="text" value="1219893"/>	<input type="text" value="2224655"/>
<input type="text" value="75/742589"/>	<input type="text" value="75/842164"/>	<input type="text" value="75/681426"/>	<input type="text" value="1938622"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

440.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

04-1061

Authorization to charge additional fees:

Yes



No



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. Charges to deposit account are authorized, as indicated herein.

Marc A. Bergsman

August 11, 2000

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT, dated as of December 7, 1999 (this "Security Agreement"), is made by MSX International, Inc., a Delaware corporation (the "Company"), in favor of BANK ONE, NA, a national banking association, formerly known as NBD Bank, as agent (in such capacity, the "Agent") for the benefit of itself and the lenders (the "Lenders") now or hereafter parties to the Credit Agreement described below.

RECITALS

A. The Company, the Borrowing Subsidiaries party thereto, the lenders party thereto and NBD Bank (now known as Bank One, Michigan, and an affiliate of the Agent), as Agent for such lenders, executed an Amended and Restated Credit Agreement dated as of April 14, 1998 (the "Existing Credit Agreement"). Bank One, Michigan has assigned its rights and obligations as Agent under the Existing Credit Agreement to Bank One, NA.

B. The Company has entered into an Amended and Restated Credit Agreement dated as of November 30, 1999 (as amended or modified from time to time, including any agreement entered into in substitution therefor, the "Credit Agreement"), with the Borrowing Subsidiaries party thereto and the Lenders and the Agent pursuant to which the Lenders may make Advances (as therein defined) to the Company and the Borrowing Subsidiaries (the Company and the Borrowing Subsidiaries collectively referred to as the "Borrowers").

C. Under the terms of the Credit Agreement, the Company has agreed to grant to the Agent, for the benefit of itself and the Lenders, a first-priority security interest, subject only to security interests expressly permitted by the Credit Agreement, in and to the Collateral hereinafter described.

D. The Company executed a Security Agreement dated as of January 22, 1998 in favor of the Agent and the Lenders (the "Existing Security Agreement"), granting to them a first-priority security interest, subject only to security interests expressly permitted by the Credit Agreement, in and to the Collateral described therein to secure its obligations pursuant to the Credit Agreement.

E. The Company has requested that the Lenders and the Agent amend and restate the Existing Security Agreement as herein provided, and the Lenders and the Agent are willing to amend and restate the Existing Security Agreement on the terms and conditions herein set forth.

AGREEMENT

To secure (a) the prompt and complete payment of all indebtedness, obligations and liabilities now or hereafter owing to the Lenders or the Agent under or on account of the Credit Agreement, the Notes, any Security Document, any other Loan Document or any other letters of credit, notes or other instruments issued by or to the Agent or Lenders pursuant thereto, (b) the performance of the covenants of each of the Borrowers and of each of their respective Subsidiaries under the Loan Documents and any monies expended by the Agent in connection therewith (and required to be reimbursed by a Borrower pursuant to any of the Loan Documents), and (c) the prompt and complete payment of all indebtedness, obligations and

liabilities and the performance of all covenants of each of the Borrowers and of each of their respective Subsidiaries under any interest rate or currency swap agreements or similar transactions with any Lender, in all cases (whether under the foregoing clause (a), (b) or (c)), of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by any Lender in any such indebtedness, obligations or liabilities of the Company or any Subsidiary to any other person), absolute or contingent, joint and/or several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by the Company or any Subsidiary as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation all principal and all interest (including any interest accruing subsequent to any petition filed by or against the Company or any Subsidiary under the U.S. Bankruptcy Code), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing thereunder (all of the aforesaid indebtedness, obligations and liabilities of the Company and its Subsidiaries being herein called the "Secured Obligations", and the Credit Agreement, the Notes, the Security Documents and all other present and future documents, agreements and instruments among the Company, the Subsidiaries, the Agent, the Lenders, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations being herein collectively called the "Loan Documents"), for value received and pursuant to the Credit Agreement, the Company hereby grants, assigns and transfers to the Agent for the benefit of the Lenders a first-priority security interest, subject only to Permitted Liens, in and to the following described property whether now owned or existing or hereafter acquired or arising and wherever located (all of which is herein collectively called the "Collateral"):

(a) All of the Company's present and future accounts, documents, instruments, general intangibles and chattel paper, including, but without limitation, all accounts receivable, contract rights, all deposit accounts and all monies and claims for money due or to become due to the Company, security held or granted to the Company, and all assets described in clause (d) below;

(b) All of the Company's furniture, fixtures, machinery and equipment, whether now owned or hereafter acquired, and wherever located, and whether used by the Company or any other person, or leased by the Company to any person and whether the interest of Company is as owner, lessee or otherwise;

(c) All of the Company's present and future inventory of every type, wherever located, including but not limited to raw materials, work in process, finished goods and all inventory that is available for leasing or leased to others by the Company;

(d) All other present and future assets of the Company (whether tangible or intangible), including but not limited to all trademarks, tradenames, service marks, patents, industrial designs, masks, trade names, trade secrets, copyrights, franchises, customer lists, service marks, computer programs, software, tax refund claims, licenses and permits, and the good will associated therewith and all federal, state, foreign and other applications and registrations therefor, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof now or hereafter in effect, all income, license royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, any damages, proceeds or payments for past or future infringements thereof and all income, royalties, damages and payments under all licenses thereof, the right to sue for past, present and future infringements thereof, all right, title and interest of the Company as licensor under any of the foregoing whether now owned and existing or hereafter arising, and all other rights and other interests corresponding thereto throughout the world (all of the assets described in this clause (d) collectively referred to as the "Intellectual Property");

(e) All books, records, files, correspondence, computer programs, tapes, disks, cards, accounting information and other data of the Company related in any way to the Collateral

SECURITY AGREEMENT

described in clauses (a), (b), (c) and (d) above, including but not limited to any of the foregoing necessary to administer, sell or dispose of any of the Collateral;

(f) All substitutions and replacements for, and all additions and accessions to, any and all of the foregoing; and

(g) All products and all proceeds of any and all of the foregoing, and, to the extent not otherwise included, all payments under insurance (whether or not the Agent is the loss payee thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

Notwithstanding the foregoing, "Collateral" shall not include any Excluded Collateral.

1. Representations, Warranties, Covenants and Agreements. The Company further represents, warrants, covenants, and agrees with the Agent for the benefit of the Lenders as follows:

(a) Ownership of Collateral; Security Interest Priority. At the time any Collateral becomes subject to a security interest of the Agent hereunder, unless the Agent shall otherwise consent, the Company shall be deemed to have represented and warranted that (i) the Company is the lawful owner of such Collateral and has the right and authority to subject the same to the security interest of the Agent; (ii) other than Permitted Liens and lessors' interest with respect to any security interest in any property leased by the Company as lessee, none of the Collateral is subject to any Lien other than that in favor of the Agent. This Security Agreement creates in favor of the Agent a valid first-priority security interest, subject only to Permitted Liens, in the Collateral enforceable against the Company and all third parties and securing the payment of the Secured Obligations. All Uniform Commercial Code financing statements necessary to perfect such security interest in the Collateral (excluding (i) non-material assets located outside, the United States and (ii) fixtures) which can be perfected by the filing of a financing statement have been delivered by the Company to the Agent for filing. The Company shall promptly provide the Agent with such information as may be necessary for a fixture filing for any location containing fixtures with a material value with respect to which the Agent has requested a fixture filing

(b) Location of Offices, Records and Facilities. The Company's chief executive office and chief place of business and the office where the Company keeps its records concerning its accounts, contract rights, chattel papers, instruments, general intangibles and other obligations arising out of or in connection with the sale or lease of goods or the rendering of services or otherwise ("Receivables"), and any originals of its leases and other chattel paper which evidence Receivables, are located in the State of Michigan, County of Oakland at 275 Rex Blvd., Auburn Hills, Michigan 48326. The Company will provide the Agent with prior written notice of any proposed change in the location of its chief executive office. The Company's only other offices and facilities are at the locations set forth in Schedule 1(b) hereto. The Company will provide the Agent with prior written notice of any change in the locations of its other offices and the facilities at which any assets of the Company are located. The tax identification number of the Company is 38-3323099. The name of the Company is MSX International, Inc., and the Company operates under no other names. The Company shall not change its name without prior written notice to the Agent, and the Company agrees that it will execute all documents and agreements requested by the Agent prior to any such name change or any office or other location change described above to continue the perfection and enforceability of all liens and security interests hereunder.

(c) Location of Inventory, Fixtures, Machinery and Equipment. (i) All Collateral consisting of inventory (other than inventory in transit) is, and will be, located at the locations listed on Schedule 1(c)(i) hereto, and at no other locations without prior written notice to the Agent, and the

SECURITY AGREEMENT

Company agrees that it will execute all documents and agreements requested by the Agent prior to any such change in any location to continue the perfection and enforceability of all liens and security interests hereunder. (ii) All Collateral consisting of fixtures, machinery or equipment, is, and will be, located at the locations listed on Schedule 1(c)(ii) hereto, and at no other locations without prior written notice to the Agent, and the Company agrees that it will execute all documents and agreements requested by the Agent prior to any such change in any location to continue the perfection and enforceability of all liens and security interests hereunder. If the Collateral described in clauses (i) or (ii) is kept at leased locations or warehoused and if requested by the Agent, the Company shall use its best efforts to obtain appropriate landlord's lien waivers or send appropriate warehousemen's notices.

(d) Liens, Etc. The Company will keep the Collateral free at all times from any and all Liens other than those described in paragraph 1(a)(ii) and those consented to in writing by the Required Lenders. The Company will not, without the prior written consent of the Agent, sell, lease, license, transfer, assign or otherwise dispose, or permit or suffer to be sold, leased, licensed, transferred, assigned or otherwise disposed, any of the Collateral, except for the following: inventory sold in the ordinary course of business and, prior to an event of default only so long as no event of default shall have occurred and be continuing (notwithstanding any other agreement), other assets permitted to be sold, leased, licensed, transferred, assigned or otherwise disposed under Section 5.2(g) of the Credit Agreement. The Agent or its attorneys may at any and all reasonable times inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located.

(e) Insurance. The Company shall keep the tangible Collateral insured at all times against loss by theft, fire and other casualties. Said insurance shall be issued by responsible and reputable insurance companies or associations and shall be in such amounts as usually carried by companies engaged in similar businesses and owning similar property similarly situated. The policy or policies which evidence said insurance shall be delivered to the Agent upon request, shall contain a lender loss payable clause in favor of the Agent, shall name the Agent for the benefit of the Lenders as an additional insured, as its interest may appear, shall not permit amendment, cancellation or termination without giving the Agent at least 30 days prior written notice thereof. Reimbursement under any liability insurance maintained by the Company pursuant to this paragraph 1(e) may be paid directly to the person who shall have incurred liability covered by such insurance. Reimbursement under any casualty insurance maintained by any Guarantor pursuant to this paragraph 1(e) may be paid directly to such Guarantor if the amount of such proceeds is not greater than \$1,000,000 and no event of default exists and shall be paid directly to the Agent if the amount of such proceeds is greater than \$1,000,000 or an event of default exists. Unless an Event of Default shall have occurred and be continuing, the insurance proceeds received by the Agent shall be paid to the Company to be used to repair or replace the damaged property, which repairs or replacements shall be completed within six months, as and when such expenses are incurred, or to be used to prepay Advances. If an Event of Default shall have occurred and be continuing, the Agent may retain any proceeds received by it and the Agent may apply such proceeds in accordance with Section 6.3 of the Credit Agreement.

(f) Further Assurances. The Company will do all acts and things and will execute all financing statements and writings reasonably requested by the Agent to establish, maintain and continue a perfected and valid security interest of the Agent in the Collateral, and will promptly on demand pay all reasonable costs and expenses of filing and recording all instruments, including the costs of any searches deemed necessary by the Agent, to establish and determine the validity and the priority of the Agent's security interests. A carbon, photographic or other reproduction of this Security Agreement or any financing statement covering the Collateral shall be sufficient as a financing statement; provided, however, that unless an Event of Default shall have occurred and be continuing; no Guarantor shall have any obligation to deposit any money in a lockbox account..

SECURITY AGREEMENT

(g) List of Patents, Copyrights, Mask Works and Trademarks. The Company will be delivering a list of all patents, trademarks, copyrights and other Intellectual Property to the Agent on or before the date 60 days after the date hereof, and the Company authorizes all filings in the patent and trademark office and the copyright office of this Security Agreement. If the Company at any time owns any additional patents, copyrights, mask works, trademarks or any applications therefor not listed on such schedules, the Company shall give the Agent prompt written notice thereof and hereby authorizes the Agent to make any additional filings of this Security Agreement and agrees to execute all further instruments and agreements, if any, if requested by the Agent to evidence the Agent's interest therein.

(h) Special Rights Regarding Receivables. The Agent or any of its agents may, at any time and from time to time in its sole discretion and irrespective of the existence of any event of default under this Security Agreement, verify, directly with each person (collectively, the "Obligors") which owes any Receivables to the Company, the Receivables in any manner, provided that if no event of default exists the Agent will give such Guarantor reasonable prior notification of any such verification. The Agent or any of its agents may, at any time from time to time after and during the continuance of an event of default under this Security Agreement, notify the Obligors of the security interest of the Agent in the Collateral and/or direct such account debtors that all payments in connection with such obligations and the Collateral be made directly to the Agent in the Agent's name. If the Agent or any of its agents shall collect such obligations directly from the Obligors, the Agent or any of its agents shall have the right to resolve any disputes relating to returned goods directly with the Obligors in such manner and on such terms as the Agent or any of its agents shall deem appropriate. The Company directs and authorizes any and all of its present and future account debtors to comply with requests for information from the Agent, the Agent's designees and agents and/or auditors, relating to any and all business transactions between the Company and the Obligors. The Company further directs and authorizes all of its Obligors upon receiving a notice or request sent by the Agent or the Agent's agents or designees to pay directly to the Agent any and all sums of money or proceeds now or hereafter owing by the Obligors to the Company, and any such payment shall act as a discharge of any debt of such Obligor to the Company in the same manner as if such payment had been made directly to the Company. The Company agrees to take any and all action as the Agent may reasonably request to assist the Agent in exercising the rights described in this Section.

(i) Maintenance of Intellectual Property and Other Intangible Collateral. The Company shall preserve and maintain all rights of the Company and the Agent in all material Intellectual Property and all other material intangible Collateral, including without limitation the payment of all maintenance fees, filing fees and the taking of all appropriate action at the Company's expense to halt the infringement of any of the Intellectual Property or other Collateral, provided that, with respect to halting the infringement of any Intellectual Property or other Collateral, except to the extent that failure to do any of the foregoing could not reasonably be expected to have a Material Adverse Effect.

2. Events of Default. The occurrence of any Event of Default under the Credit Agreement shall be deemed an event of default under this Security Agreement (defined herein as an "event of default or an "Event of Default").

3. Remedies. Upon the occurrence and during the continuance of any event of default specified in Paragraph 2 hereof, the Agent shall have and may exercise any one or more of the rights and remedies provided to it under this Security Agreement or any of the other Loan Documents or provided by law, including but not limited to all of the rights and remedies of a secured party under the Uniform Commercial Code, and the Company hereby agrees to assemble the Collateral and make it available to the Agent at a place to be designated by the Agent which is reasonably convenient to both parties, authorizes the Agent to take possession of the Collateral with or without demand and with or without process of law and to sell and dispose of the same at public or private sale and to apply the proceeds of

such sale in accordance with Section 6.3 of the Credit Agreement. Any requirement of reasonable notice shall be met if the Agent sends such notice to the Company, by registered or certified mail, at least 10 days prior to the date of sale, disposition or other event giving rise to a required notice. The Agent or any Lender may be the purchaser at any such sale. The Company expressly authorizes such sale or sales of the Collateral in advance of and to the exclusion of any sale or sales of or other realization upon any other collateral securing the Secured Obligations. The Agent shall have no obligation to preserve rights against prior parties. The Company hereby waives as to the Agent and each Lender any right of subrogation or marshaling of such Collateral and any other collateral for the Secured Obligations. To this end, the Company hereby expressly agrees that any such collateral or other security of the Company or any other party which the Agent may hold, or which may come to any of the Lenders or any of their possession, may be dealt with in all respects and particulars as though this Security Agreement were not in existence. The parties hereto further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which the Agent or the Company does business after advertisement of the time and place thereof shall, among other manners of public and private sale, be deemed to be a commercially reasonable disposition of the Collateral. The Company shall be liable for any deficiency remaining after disposition of the Collateral.

4. Special Remedies Concerning Certain Collateral.

(a) Upon the occurrence and during the continuance of any event of default, the Company shall, if requested to do so in writing, and to the extent so requested (i) promptly collect and enforce payment of all amounts due the Company on account of, in payment of, or in connection with, any of the Collateral, (ii) hold all payments in the form received by the Company as trustee for the Agent, without commingling with any funds belonging to the Company, and (iii) forthwith deliver all such payments to the Agent with endorsement to the Agent's order of any checks or similar instruments.

(b) Upon the occurrence and during the continuance of any event of default, the Company shall, if requested to do so, and to the extent so requested, notify all Obligors and other persons with obligations to the Company on account of or in connection with any of the Collateral of the security interest of the Agent in the Collateral and direct such account debtors and other persons that all payments in connection with such obligations and the Collateral be made directly to the Agent. The Agent itself may, upon the occurrence of an event of default, so notify and direct any such account debtor or other person that such payments are to be made directly to the Agent.

(c) Upon the occurrence and during the continuance of any event of default, for purposes of assisting the Agent in exercising its rights and remedies provided to it under this Security Agreement, the Company (i) hereby irrevocably constitutes and appoints the Agent its true and lawful attorney, for and in the Company's name, place and stead, to collect, demand, receive, sue for, compromise, and give good and sufficient releases for, any monies due or to become due on account of, in payment of, or in connection with the Collateral, (ii) hereby irrevocably authorizes the Agent to endorse the name of the Company, upon any checks, drafts, or similar items which are received in payment of, or in connection with, any of the Collateral, and to do all things necessary in order to reduce the same to money, (iii) with respect to any Collateral, hereby irrevocably assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment (including adjustment of insurance payments) thereof, all in such manner and at such time or times as the Agent shall deem advisable and (iv) hereby irrevocably authorizes the Agent to notify the post office authorities to change the address for delivery of the Company's mail to an address designated by the Agent, and the Agent may receive, open and dispose of all mail addressed to the Company. Notwithstanding any other provisions of this Security Agreement, it is expressly understood and agreed

that the Agent shall have no duty, and shall not be obligated in any manner, to make any demand or to make any inquiry as to the nature or sufficiency of any payments received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts due or to become due on account of or in connection with any of the Collateral.

5. Remedies Cumulative. No right or remedy conferred upon or reserved to the Agent under any Loan Document is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative in addition to every other right or remedy given hereunder or now or hereafter existing under any applicable law. Every right and remedy of the Agent under any Loan Document or under applicable law may be exercised from time to time and as often as may be deemed expedient by the Agent. To the extent that it lawfully may, the Company agrees that it will not at any time insist upon, plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of any provisions of any Loan Document; nor will it claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of any security for its obligations under any Loan Document prior to any sale or sales thereof which may be made under or by virtue of any instrument governing the same; nor will the Company, after any such sale or sales, claim or exercise any right, under any applicable law to redeem any portion of such security so sold.

6. Conduct No Waiver. No waiver of default shall be effective unless in writing executed by the Agent and waiver of any default or forbearance on the part of the Agent in enforcing any of its rights under this Security Agreement shall not operate as a waiver of any other default or of the same default on a future occasion or of such right.

7. Governing Law; Consent to Jurisdiction; Definitions. This Security Agreement is a contract made under, and shall be governed by and construed in accordance with, the law of the State of Michigan applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. The Company agrees that any legal action or proceeding with respect to this Security Agreement or the transactions contemplated hereby may be brought in any court of the State of Michigan, or in any court of the United States of America sitting in Michigan, and the Company hereby submits to and accepts generally and unconditionally the jurisdiction of those courts with respect to its person and property, and irrevocably appoints the Vice President Finance of the Company, at the Company's address set forth in the Credit Agreement, as its agent for service of process and irrevocably consents to the service of process in connection with any such action or proceeding by personal delivery to such agent or to the Company or by the mailing thereof by registered or certified mail, postage prepaid to the Company at its address set forth in the Credit Agreement. Nothing in this paragraph shall affect the right of the Agent to serve process in any other manner permitted by law or limit the right of the Agent to bring any such action or proceeding against the Company or its property in the courts of any other jurisdiction. The Company hereby irrevocably waives any objection to the laying of venue of any such suit or proceeding in the above described courts. Terms used but not defined herein shall have the respective meanings ascribed thereto in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, terms used in Article 9 of the Uniform Commercial Code in the State of Michigan are used herein as therein defined on the date hereof. The headings of the various subdivisions hereof are for convenience of reference only and shall in no way modify any of the terms or provisions hereof.

8. Notices. All notices, demands, requests, consents and other communications hereunder shall be delivered in the manner described in the Credit Agreement.

9. Rights Not Construed as Duties. The Agent neither assumes nor shall it have any duty of performance or other responsibility under any contracts in which the Agent has or obtains a security

SECURITY AGREEMENT

interest hereunder. If the Company fails to perform any agreement contained herein, the Agent may but is in no way obligated to itself perform, or cause performance of, such agreement, and the reasonable expenses of the Agent incurred in connection therewith shall be payable by the Company under paragraph 12. The powers conferred on the Agent hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and accounting for monies actually received by it hereunder, the Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

10. Amendments. None of the terms and provisions of this Security Agreement may be modified or amended in any way except by an instrument in writing executed by each of the parties hereto.

11. Severability. If any one or more provisions of this Security Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected, impaired or prejudiced thereby.

12. Expenses.

(a) The Company agrees to indemnify the Agent from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of this Security Agreement), except claims, losses or liabilities resulting from the Agent's gross negligence or willful misconduct.


(b) The Company will, upon demand, pay to the Agent an amount of any and all reasonable expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, which the Agent may incur in connection with (i) the administration of this Security Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Agent hereunder or under the Loan Documents, or (iv) the failure of the Company to perform or observe any of the provisions hereof.

13. Successors and Assigns; Termination. This Security Agreement shall create a continuing security interest in the Collateral and shall be binding upon the Company, its successors and assigns, and inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent and its successors, transferees and assigns. Upon the payment in full in immediately available funds of all of the Secured Obligations and the termination of all commitments to lend under the Loan Documents, the security interest granted hereunder shall terminate and all rights to the Collateral shall revert to the Company.

14. Waiver of Jury Trial. The Agent and the Lenders, in accepting this Security Agreement, and the Company, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right any of them may have to a trial by jury in any litigation based upon or arising out of this Security Agreement or any related instrument or agreement or any of the transactions contemplated by this Security Agreement or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Neither the Agent, the Lenders nor the Company shall seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions shall not be deemed to have been modified in any respect or relinquished by either the Agent, the Lenders or the Company except by a written instrument executed by all of them.

IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed as of the day and year first set forth above.

MSX INTERNATIONAL, INC.

By: 
Its: Asst. Secretary

Accepted and Agreed:

BANK ONE, NA, as Agent and
on behalf of the Lenders

By: _____

Its: _____

SECURITY AGREEMENT

SCHEDULE 1(b)(i) TO SECURITY AGREEMENT

List of Name, Chief Executive Office and Tax ID Number

Borrower

Chief Executive Office Address

Tax ID#

MSX International, Inc.	275 Rex Blvd. Auburn Hills, MI 48326	38-3323099
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SCHEDULE 1(b)(ii) TO SECURITY AGREEMENT

List of Other Office and Facility Locations

<u>Borrower</u>	<u>Type of Office or Facility</u>	<u>Address</u>	<u>City/State</u>	<u>County</u>
MSX International, Inc.	[NONE]	N/A	N/A	N/A

SCHEDULE 1(c)(i) TO SECURITY AGREEMENT

List of Inventory Locations

<u>Borrower</u>	<u>Address</u>	<u>City/State</u>	<u>County</u>	<i>If Leased or Warehoused, Name and Address of Lessor/Warehouseman</i>
MSX International, Inc.	[NONE]	N/A	N/A	N/A

SCHEDULE 1(G)(ii) TO SECURITY AGREEMENT

List of Fixtures, Machinery and Equipment Locations

<i>Borrower</i>	<i>Address</i>	<i>City/State</i>	<i>County</i>	<i>Legal Description, Record Owner and Tax Parcel No. (if fixtures are at this location)</i>
MSX International, Inc.	[NONE]	N/A	N/A	N/A

DETROIT 7-3083 495667-v2

MSX INTERNATIONAL

Trademark Report by Country
Country: US
Status: ACTIVE

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REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES							
65567-0073	A & DESIGN	6/25/62	72/147,528	7/23/63	0,753,222	REGISTERED	12
65567-0074	APPLYING TECHNOLOGY. DELIVERING RESULTS.	4/13/99	75/681,427			PENDING	35,42
65567-0119	B2BBUYER	7/2/99	75/742,589			PENDING	35
65567-0096	B2BBUYER.COM	10/4/99	75/814,693			PENDING	35
65567-0160	B2BBUYER.COM & DESIGN	11/5/99	75/842,164			PENDING	35
65567-0070	C & C AND DESIGN	5/18/81	73/310,950	12/14/82	1,219,893	REGISTERED	12
65567-0069	CARS & CONCEPTS	5/18/81	73/310,949	12/14/82	1,219,892	REGISTERED	12
65567-0093	CONSIDER THE POSSIBILITIES & DESIGN	8/24/92	74/307,042	4/27/93	1,767,717	REGISTERED	41
65567-0091	ENGINEERING THE FUTURE	4/13/99	75/681,425			PENDING	42
65567-0089	GEOMETRIC RESULTS	5/14/90	74/058,620	2/26/91	1,636,295	REGISTERED	35,41,42
65567-0088	GEOMETRIC RESULTS	8/28/89	73/821,861	1/29/91	1,633,367	REGISTERED	35,41,42
65567-0072	MSX INTERNATIONAL	1/29/99	75/632,287			PENDING	35
65567-0071	MSX INTERNATIONAL	3/9/98	75/447,227			PENDING	42
65567-0066	MSX INTERNATIONAL & DESIGN	1/29/99	75/632,286			PENDING	35
65567-0065	MSX INTERNATIONAL & GLOBE DESIGN	11/8/96	75/194,961	2/16/99	2,224,655	REGISTERED	42,35
65567-0061	MSX INTERNATIONAL CREATING THE FUTURE	7/31/97	75/333,660	9/15/98	2,189,333	REGISTERED	42
65567-0075	PEOPLETNET	6/14/93	74/401,268	11/26/96	2,019,477	REGISTERED	35
65567-0090	SMARTSIZE YOUR WORK FORCE	4/13/99	75/681,426			PENDING	35
65567-0078	THE FREEDOM TO DO WHAT YOU DO BEST	7/9/92	74/292,567	11/15/94	1,863,354	REGISTERED	42
65567-0077	THE FREEDOM TO DO WHAT YOU DO BEST	7/9/92	74/292,564	11/15/94	1,863,339	REGISTERED	41
65567-0076	THE FREEDOM TO DO WHAT YOU DO BEST	7/9/92	74/292,565	11/29/94	1,865,401	REGISTERED	35
65567-0097	YOUR BUSINESS SERVICE SOLUTION	10/4/99	75/814,363			PENDING	35

END OF REPORT

TOTAL ITEMS SELECTED = 22

MSX INTERNATIONAL

Patent Report by Country
 Country: US
 Status: ACTIVE

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TITLE	REFERENCE#	FILED	SERIAL#	ISSUED	PATENT#	STATUS
UNITED STATES						
AUTOMATED FIXTURE BUILDER SYSTEM						
	65567-0128	12/18/96	08/768,498	5/25/99	5,907,489	ISSUED
CONVERTIBLE TOP VINYL PUSH-OUT						
	65567-0152	9/12/88	243,941	5/22/90	4,927,202	ISSUED
CONVERTIBLE VEHICLE HAVING DUAL REAR QUARTER WINDOW ASSEMBLY						
	65567-0156	3/7/88	164,553	6/27/89	4,842,327	ISSUED
EXTENDABLE REAR GATE FOR VEHICLE CARGO BED						
	65567-0190	1/16/96	08/587,319	9/23/97	5,669,654	ISSUED
FASCIA FOR VEHICLE HITCHES						
	65567-0191	5/26/95	08/451,867	5/13/97	5,628,536	ISSUED
HATCHBACK VEHICLE BODY INCLUDING HATCH HAVING OPENING WITH SOFT TOP CONVERTIBLE CLOSURE						
	65567-0144	7/13/84	630,703	1/28/88	4,566,728	ISSUED
MULTI-POSITION RETRACTABLE VEHICLE ROOF						
	65567-0183	4/10/90	511,862	1/7/92	5,078,447	ISSUED
SPRING-BIASED LATCHING PIN FOR A CONVERTIBLE TOP						
	65567-0189	10/14/94	324,286	12/10/96	5,582,454	ISSUED
VEHICLE CONVERTIBLE TOP BOOT ASSEMBLY HAVING STORAGE COMPARTMENT						
	65567-0135	11/3/87	06/116,406	11/8/88	4,783,113	ISSUED
VEHICLE CONVERTIBLE TOP FRAME SIDE RAIL LINKAGE ASSEMBLY						
	65567-0136	3/7/88	06/164,532	6/20/89	4,840,421	ISSUED
VEHICLE DOOR CONVERSION						
	65567-0131	5/23/84	06/613,246	2/4/86	4,567,636	ISSUED
	65567-0132	7/10/81	06/282,043	8/23/83	4,399,600	ISSUED
VEHICLE TOP						
	65567-0184	7/28/93	011,156	11/4/97	D385,845	ISSUED

END OF REPORT

TOTAL ITEMS SELECTED = 13