

F

02-10-2003

HEET

Y

2-10-03



102361769

Tab settings -> -> ->

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

1. Name of conveying party(ies):  
**QUICK TURN ASSEMBLY, INC.** 2-10-03

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State (CA)  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
 Name: JPMorgan Chase Bank, as Collateral Agent  
 Internal Address: \_\_\_\_\_  
 Street Address: P.O. Box 2558  
 City: Houston State: TX ZIP: 77252

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other New York banking corporation

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 \_\_\_\_\_

Execution Date: January 31, 2003

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

A. Trademark Application No.(s)  
 \_\_\_\_\_

B. Trademark Registration No.(s)  
1,847,901

Additional number(s) attached?  Yes  No

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

Name: Robyn Rahbar, Esq.  
 Internal Address: Simpson Thacher & Bartlett  
 Street Address: 425 Lexington Avenue  
 City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): .....\$ 40.00  
 Enclosed  
 Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number:  
 \_\_\_\_\_

(Attach 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.*

Robyn Rahbar, Esq. Ray Peck 2/6/03  
 Name of Person Signing Signature Date

02/10/2003 6TOM11 00000130 1847901

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521

40.00

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

TRADEMARK REEL: 002667 FRAME: 0018

GRANT OF  
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), dated as of January 31, 2003, is made by Quick Turn Assembly, Inc., a California corporation (the “Grantor”), in favor of JPMorgan Chase Bank, a New York banking corporation, as Collateral Agent (the “Agent”) for the Secured Parties. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below) or the Guarantee and Collateral Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2003 (as amended, modified, supplemented, restated and in effect from time to time, the “Credit Agreement”), among Viasystems Group, Inc., a Delaware corporation (“Holdings”), Viasystems, Inc., a Delaware corporation (the “Borrower”), the several banks and other financial institutions from time to time parties thereto (the “Lenders”), and JPMorgan Chase Bank, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings, the Borrower and certain other Domestic Subsidiaries of the Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of January 31, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

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 Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

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

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent for the benefit of the Secured Parties, a security interest in the Trademarks 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 (including, without limitation, those items listed on Schedule A hereto) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

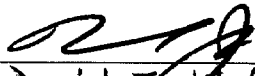
SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent and the other Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, 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 Agreement 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 Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

QUICK TURN ASSEMBLY, INC.

By:   
Name: David J. Webster  
Title: President

JPMORGAN CHASE BANK  
as Collateral Agent for the Secured Parties

By: \_\_\_\_\_  
Name:  
Title:



SECTION 5. Counterparts. This Agreement 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 Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

QUICK TURN ASSEMBLY, INC.

By: \_\_\_\_\_

Name:

Title:

JPMORGAN CHASE BANK  
as Collateral Agent for the Secured Parties

By:  \_\_\_\_\_

Name: John McDonagh

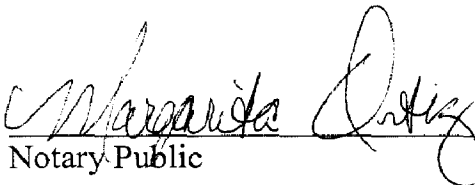
Title: Managing Director

STATE OF New York )  
 ) ss  
COUNTY OF New York

On the 31<sup>st</sup> day of January, 2003, before me personally came

John McBanagh, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the \_\_\_\_\_ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

MARGARITA ORTIZ  
Notary Public State of New York  
Registration #01OR6041062  
Qualified in Queens County  
My Commission Expires May 1, 2006

  
\_\_\_\_\_  
Notary Public

(PLACE STAMP AND SEAL ABOVE)

**SCHEDULE A**

**U.S. Trademarks Registrations and Applications**

<u>Trademark</u>	<u>Registration or Serial Number</u>
QTA	1,847,901



SIMPSON THACHER & BARTLETT

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

FACSIMILE: (212) 455-2502

DIRECT DIAL NUMBER

(212) 455-2254

E-MAIL ADDRESS

RRahbar@stblaw.com

VIA EXPRESS MAIL

February 6, 2003

Re: Recordation of Security Agreement

Commissioner of Patents and Trademarks  
U.S. Patent and Trademark Office  
Assignment Division  
1213 Jefferson Davis Hwy, 3<sup>rd</sup> Floor  
Arlington, VA 22202

Dear Madam or Sir:

Enclosed for recording please find a Security Agreement in favor of  
JPMorgan Chase Bank, as Collateral Agent, covering 1 U.S. trademark.

Also completed and enclosed is form PTO-2038, authorizing credit card  
payment in the amount of \$ 40.00 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,

  
Robyn Rahbar

Enclosure

LONDON

HONG KONG

TOKYO

SINGAPORE

LOS ANGELES

PALO ALTO

RECORDED: 02/10/2003

TRADEMARK  
REEL: 002667 FRAME: 0026