

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
Henniges Automotive Holdings, Inc.		10/31/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77354944	HENNIGES	
CORRESPONDENCE DATA			
Fax Number:	(312)698-4597		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.849.8206		
Email:	szabela@mcguirewoods.com		
Correspondent Name:	Stephanie A. Zabela, McGuireWoods LLP		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Suite 4100		
Address Line 4:	Chicago, ILLINOIS 60601-1818		
ATTORNEY DOCKET NUMBER:	2039261-0022		
NAME OF SUBMITTER:	Stephanie Zabela		
Signature:	/Stephanie Zabela/		
Date:	12/22/2008		

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Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2008 (this "Trademark Security Agreement"), by **HENNIGES AUTOMOTIVE HOLDINGS, INC.**, a Delaware corporation ("Grantor"), in favor of **BANK OF AMERICA, N.A.**, a national banking association, in its capacity as Agent ("Agent") for itself and the Lenders from time to time party to the Loan Agreement, as hereinafter defined ("Lenders").

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of June 12, 2008 by and among **SCHLEGEL CORPORATION**, a New York corporation ("Schlegel"), **HENNIGES AUTOMOTIVE TECHNICAL CENTER, INC.**, a Tennessee corporation ("Henniges TC"), **HENNIGES AUTOMOTIVE IOWA, INC.**, a Delaware corporation ("Henniges Iowa"), **HENNIGES AUTOMOTIVE KEOKUK, LLC**, a Delaware limited liability company ("Henniges Keokuk"), **HENNIGES AUTOMOTIVE NORTH AMERICA, INC.**, a Michigan corporation ("Henniges NA"), **HENNIGES AUTOMOTIVE DURANGO, S. DE R.L. DE C.V.**, a *sociedad de responsabilidad limitada de capital variable* under the laws of Mexico ("Henniges Durango"), **HENNIGES AUTOMOTIVE OKLAHOMA, INC.**, an Oklahoma corporation ("Henniges Oklahoma"), **HENNIGES AUTOMOTIVE NORTH CAROLINA, INC.**, a Delaware corporation ("Henniges North Carolina"), **HENNIGES AUTOMOTIVE HOLDINGS DE MEXICO, S.A. DE C.V.**, a corporation organized under the laws of Mexico ("Henniges Holdings de Mexico"), **HENNIGES AUTOMOTIVE MEXICO, S.A. DE C.V.**, a corporation organized under the laws of Mexico ("Henniges Mexico"), **HENNIGES AUTOMOTIVE SEALING SYSTEMS NORTH AMERICA, INC.**, a Delaware corporation ("HASS NA"), **HENNIGES AUTOMOTIVE SEALING SYSTEMS, INC.**, a Delaware corporation ("HASS"), **HENNIGES AUTOMOTIVE SEALING SYSTEMS MEXICO, S.A. DE C.V.**, a corporation organized under the laws of Mexico ("HASS Mexico"), and **HENNIGES AUTOMOTIVE SEALING SYSTEMS SERVICES MEXICO, S.A. DE C.V.**, a corporation organized under the laws of Mexico ("HASS Services Mexico") (**HASS Services Mexico, Schlegel, Henniges TC, Henniges Iowa, Henniges Keokuk, Henniges NA, Henniges Durango, Henniges Oklahoma, Henniges North Carolina, Henniges Holdings de Mexico, Henniges Mexico, HASS NA, HASS, and HASS Mexico** are collectively referred to as the "Borrowers"), **HENNIGES AUTOMOTIVE SCHLEGEL CANADA INC.**, a corporation organized under the laws of Canada ("Schlegel Canada"), as a guarantor, Grantor, as a guarantor, **HENNIGES AUTOMOTIVE SEALING SYSTEMS HOLDINGS, INC.**, a Delaware corporation ("HASS Holdings"), as a guarantor, and **HENNIGES AUTOMOTIVE SEALING SYSTEMS CANADA INC.**, a corporation organized under the laws of New Brunswick ("HASS Canada") as a guarantor (**HASS Canada, Schlegel Canada, HASS Holdings, and Grantor** are collectively referred to as the "Guarantors"), the Lenders, and Agent, as agent for the Lenders, lead arranger for the Lenders, and book manager for the Lenders (including all annexes, exhibits or schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of the Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur LC Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that the Grantor execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) As used herein, the following terms shall have the meaning set for below:

“Trademark License” means any written agreement, in which the Grantor now holds or hereafter acquires any right, title or interest, which agreement grants any license right in and to any Trademark (whether the Grantor is the licensee or the licensor thereunder) including, without limitation, licenses pursuant to which the Grantor has obtained the exclusive right to use a trademark owned by a third party, a sublicense to use a trademark, a distribution agreement relating to goods or services covered by one or more trademarks and the right to prepare for sale, sell or advertise for sale, all of the inventory now or hereafter owned by the Grantor and now or hereafter covered by such license agreements.

“Trademarks” means any of the following in which the Grantor now holds or hereafter acquires any right, title or interest: (a) any United States, Canadian or foreign trademarks, trade names, corporate names, company names, business names, trade styles, trade dress, service marks, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof and any applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency of the United States, any State thereof, Canada or any other country (collectively, the “Marks”); (b) any reissues, extensions or renewals of any Marks, (c) the goodwill of the business symbolized by or associated with the Marks, (d) all domain names, (e) all means of manufacturing goods or offering services covered by the Marks, including, without limitation, trade secrets, formulas, recipes, customer lists, manufacturing processes, molds, designs, plans and prototypes, (f) any income, royalties, damages, claims and payments now and hereafter due and/or payable with respect to the Marks, including, without limitation, payments under all licenses entered into in connection with the Marks and damages, claims, payments and recoveries for past, present or future infringement and (g) any rights to sue for past, present and future infringements of the Marks.

(b) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on **Schedule I** hereto; and

(b) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to

the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the ratable benefit of the Secured Parties, pursuant to the Loan Agreement and any security agreement delivered in connection therewith. The Grantor hereby acknowledges and affirms that the rights, remedies and obligations of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement and any security agreement delivered in connection therewith, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. COVENANTS.

(a) Except as would not have a material adverse effect on the value or enforceability of, or any rights of the Grantor or Agent in, any portion of the Trademark Collateral determined by the Grantor to be necessary for the conduct of its business, the Grantor shall (i) use commercially reasonable efforts to (A) prosecute any Trademark Applications pending as of the date hereof or thereafter and (B) detect material infringements of such Trademarks and promptly advise Agent in writing of material infringements detected, (ii) promptly make applications for, register or cause to be registered (to the extent not already registered) with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable, any Trademark or Trademark License set forth in **Schedule I** or otherwise, in all such cases the filing and payment of maintenance, registration and/or renewal fees, the filing of applications for renewal, affidavits of use, affidavits of noncontestability, the filing and diligent prosecution of opposition, interference and cancellation proceedings, and promptly responding to all requests and inquiries from the United States Patent and Trademark Office or the Canadian Intellectual Property Office, as applicable, (iii) preserve and maintain all rights in, and protect, defend and maintain the validity and enforceability of, all current and future Trademark Collateral, and (iv) not, without Agent's prior written consent, allow any Trademarks listed in **Schedule I** to be abandoned, forfeited or dedicated to the public or fail to pay any maintenance or renewal fee for any Trademark listed in **Schedule I** or breach, terminate, fail to renew or extend, or fail to perform any duties or obligations for any Trademark License listed in **Schedule I**. Any expenses incurred in connection with prosecution, registration and maintenance shall be borne by the Grantor. Grantor further agrees to retain experienced trademark attorneys for the filing and prosecution of all such applications and other proceedings when and if applicable. Grantor further agrees that it will not take any action, or permit any action to be taken by any Person to the extent that such Person is subject to its control, including licensees, or fail to take any action, which would affect the validity, priority, perfection or enforcement of the rights granted to Agent under this Trademark Security Agreement, and any such action if it shall take place shall be null and void and of no effect whatsoever. If the Grantor fails to comply with any of the foregoing provisions of this **Section 4**, Agent shall have the right (but shall not be obligated) to do so on behalf of the Grantor to the extent permitted by law, but at Grantor's expense, and Grantor hereby agrees, jointly and severally, to reimburse Agent in full for all expenses, including the fees and disbursements of counsel incurred by Agent in procuring, protecting, defending and maintaining the Collateral. In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to comply with any other duty under this Trademark Security Agreement, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of the Grantor, and all monies so paid out

shall be Obligations of Grantor repayable on demand, together with interest at the rate applicable to Base Rate Revolver Loans.

(b) Grantor shall promptly advise Agent of any right, title or interest of the Grantor obtained after the date hereof in or to any material Trademarks or Trademark License not specified on **Schedule I** hereto, the provisions of Section 2 above shall automatically apply thereto, and Grantor hereby authorizes and appoints Agent as the Grantor's attorney-in-fact solely to the extent necessary to modify or amend such Schedule, as necessary, to reflect any addition or deletion to such ownership rights, and pursuant to **Schedule I**, to make any additional filings. Grantor hereby authorizes Agent to modify this Trademark Security Agreement by amending **Schedule I** to include any future Trademarks or Trademark Licenses that are Trademark Collateral under **Section 2** above. Agent will make reasonable efforts to provide copies of such amended **Schedule I** to Grantor, provided that, Agent's failure to provide such copies shall not constitute a breach of this Trademark Security Agreement nor render such amendments ineffective.

(c) At any time during the continuance of an Event of Default, Grantor shall not commence, or cause to be commenced, any action, proceeding, lawsuit, mediation or arbitration relating to the Trademark Collateral without the prior written consent of Agent, such consent not to be unreasonably withheld or delayed, nor shall the Grantor engage in any activity or conduct that could give rise to declaratory judgment jurisdiction. At Grantor's sole expense, Agent shall have the right (but shall not be obligated) during the continuance of an Event of Default to select counsel and/or participate in any action, proceeding, lawsuit, mediation or arbitration that could adversely affect the rights in, validity or enforceability of the Trademark Collateral. In addition, any proposed settlement or compromise of any action, proceeding, lawsuit, mediation or arbitration that could be reasonably expected to affect value, validity or enforceability of, or any rights of the Grantor or Agent in, the Trademark Collateral must be approved, in writing, by Agent, whether or not an Event of Default has occurred and is continuing.

5. SECTION TITLES. The Section titles contained in this Trademark Security Agreement are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall collectively and separately constitute one and the same agreement.

7. GOVERNING LAW. This Trademark Security Agreement shall be governed by the laws of the State of Illinois, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

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

GRANTOR:

HENNIGES AUTOMOTIVE HOLDINGS, INC.

By: 

Name: Lawrence Williams

Title: Vice President – Finance and
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____

Name: Thomas Brennan

Title: Vice President – Senior Client Manager

Signature Page

\\BABC Henniges Trademark Security Agreement (Henniges Holdings) #6288850

TRADEMARK
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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

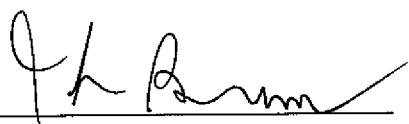
GRANTOR:

HENNIGES AUTOMOTIVE HOLDINGS, INC.

By: _____
Name: Lawrence Williams
Title: Vice President – Finance and
Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 
Name: Thomas Brennan
Title: Vice President – Senior Client Manager

Signature Page

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	OWNER	COUNTRY OF REGISTRATION	TRADEMARK REGISTRATION/ APPLICATION NUMBER
HENNIGES	Henniges Automotive Holdings, Inc.	United States	Application # 77/354,944
HENNIGES	Henniges Automotive Holdings, Inc.	Canada	Application # 1,377,811

TRADEMARK LICENSES

None.

Schedule I

\\BABC Henniges Trademark Security Agreement (Henniges Holdings) #6288850 (v.4).doc

RECORDED: 12/22/2008

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