

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Commercial Vehicle Group, Inc. (CVG) and domestic subsidiaries of CVG		01/07/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	135 S. LaSalle, 4th Floor
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	Business Capital:

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2171097	MOTO MIRROR
Registration Number:	3108626	CVG COMMERCIAL VEHICLE GROUP
Registration Number:	2185420	MOTO MIRROR PLUS
Registration Number:	2797473	MAYFLOWER
Registration Number:	2781928	
Registration Number:	2644034	MWC
Registration Number:	1509176	EASY AIRE
Registration Number:	1340589	CUSH-N-AIRE
Registration Number:	933827	CHUGGER SNUBBER
Registration Number:	442654	AIR PUSH
Registration Number:	876384	AIR-PUSH
Registration Number:	1727180	SPRAGUE DEVICES
Registration Number:	1911257	M3 CLUTCH

**CH \$615.00 2171097**

Registration Number:	2159429	ROADWATCH
Registration Number:	2323981	SPRA-KLEER
Registration Number:	2664644	ROADWATCH
Registration Number:	2774082	CLEARVIEW
Registration Number:	2788931	KEYFREE
Registration Number:	2890577	CAMERAWASH
Registration Number:	2908310	ROADWATCH 3
Registration Number:	3268437	ROADWATCH SS ROADWATCH SAFETY SYSTEM
Registration Number:	2595106	LIGHTWASH
Serial Number:	77573007	GSX-3000
Serial Number:	77351408	M

**CORRESPONDENCE DATA**

Fax Number: (216)579-0212  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 216/586-7023  
Email: skoston@jonesday.com  
Correspondent Name: Stephen D. Scanlon, Esq.  
Address Line 1: Jones Day, North Point, 901 Lakeside Ave  
Address Line 4: Cleveland, OHIO 44114

ATTORNEY DOCKET NUMBER:	739326-605002[SK TM DVG]
NAME OF SUBMITTER:	Stephen D. Scanlon
Signature:	/Stephen D. Scanlon/
Date:	01/14/2009

Total Attachments: 15  
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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of January 7, 2009 is made by and among **COMMERCIAL VEHICLE GROUP, INC.**, a Delaware corporation ("**CVG**"), and each of the undersigned subsidiaries of CVG ("**Domestic Subsidiaries**"), and, together with CVG, collectively, the "**Grantors**", and **BANK OF AMERICA, N.A.** (herein in such capacity, together with its successors and assigns, the "**Secured Party**").

**WHEREAS**, CVG, the Domestic Subsidiaries and certain other Subsidiaries of CVG have entered into that certain Loan and Security Agreement, dated as of the date hereof, with the UK Borrowers, the financial institutions named therein as lenders ("**Lenders**") and Bank of America, N.A., as administrative agent for the Lenders thereunder (herein, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Loan Agreement**"), providing, subject to the terms and conditions thereof, for certain Loans and Letters of Credit to be made available by the Lenders and the Issuing Bank, respectively, to the Borrowers from time to time.

**WHEREAS**, to induce the Lenders to enter into the Loan Agreement with the Borrowers and to make Loans and other credit facilities available thereunder, the Grantors have agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for any and all Obligations of the Obligor (being herein collectively referred to as the "**Secured Obligations**").

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make Loans and other credit facilities available to the Borrowers pursuant to the Loan Agreement, the parties hereto hereby agree as follows:

1. **Certain Definitions.** Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. **Grant of Security Interest.** As security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants to the Secured Party, for the ratable benefit of the Lenders and other holders of the Secured Obligations, a security interest in, a Lien upon (whether now or hereafter owned by such Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Grantor in and to the following (hereafter collectively called the "**Collateral**"):

a. Trademarks

i. all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

ii. all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement;

iii. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

iv. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

v. all registrations and recordings with respect to any of the foregoing;

vi. all reissues, extensions and renewals of any of the foregoing;

vii. all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of their plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of their plants; and all accounting information pertaining to operations in, on or about any of their plants and all media in which or on which all of the information or knowledge or data or records relating to their plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis);

viii. all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

ix. all rights to sue for past, present or future infringements of any of the foregoing;

x. all goodwill related to any of the foregoing;

xi. to the extent not included above, all general intangibles (as such terms is defined in the Uniform Commercial Code of the State of Illinois) of the Grantor related to the foregoing; and

xii. all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all items listed in Sections 2(a)(i) through 2(a)(xii) above. Notwithstanding anything to the contrary herein, the Collateral and each defined term constituting part of the Collateral shall not include the Excluded Collateral.

**3. Notices.** All notices or other communications hereunder shall be given in the form, manner and delivered to the addresses determined under Section 15.3 of the Loan Agreement.

**4. Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**5. No Waiver; Cumulative Remedies.** The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

**6. Waivers; Amendments.** None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

**7. Limitations by Law.** All rights, remedies and powers provided by the Loan Agreement may be exercised only to the extent that the exercise thereof does not violate any Applicable Law, and all such provisions of the Loan Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any Applicable Law.

**8. Successors and Assigns.** This Agreement shall be binding upon the Grantors and the Secured Party and their respective successors and assigns and shall inure to the benefit of the Grantors, the Secured Party and the Lenders and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other Security Document or Loan Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreement or any other Security Document or Loan Document.

**9. Termination and Release.** The Secured Party agrees that upon the termination or expiration of the Loan Agreement and the other Loan Documents and the Full Payment of all the Secured Obligations, the Secured Party will, if there are no remaining Revolver Commitments or Letters of Credit outstanding, which have not been cash collateralized or provided for in accordance with the terms, provisions, and conditions of the Loan Agreement. Upon the occurrence of an event pursuant to the Loan Agreement that would result in the release of all or a portion of the Collateral from the security interest thereon, the security interest granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Collateral. Upon any such release, the Secured Party will, at the Grantors' sole expense, execute and deliver such documents, make all filings and take all other actions as the Grantors shall reasonably request to evidence such termination and record the release of the Lien on and security interests in the Collateral created hereby.

**10. Reference to Separate Loan Agreement.** This Agreement has been entered into by the Grantors and the Secured Party primarily for recording purposes as contemplated by the Loan Agreement, dated as of the date hereof, among the Grantors, as debtors, and the Secured Party, as secured party for the benefit of the Lenders and other holders of Secured Obligations, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Loan Agreement, the terms and provisions of such Loan Agreement shall govern.

**11. Applicable Law.** This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal substantive laws of the State of Illinois, without giving effect to the conflicts of law principles thereof (except for provisions governing the choice of governing law).

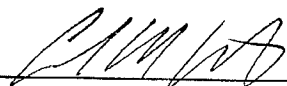
**12. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission shall be equally effective as delivery of a manually executed counterpart of this Agreement.

**13. Jury Trial Waiver.** EACH GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE SECURED PARTY AND THE GRANTORS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED THERETO.

*[Signatures on Following Page]*

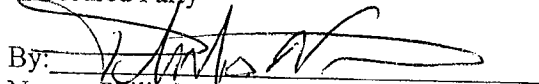
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

COMMERCIAL VEHICLE GROUP, INC.  
NATIONAL SEATING COMPANY  
CVG CS LLC  
MONONA CORPORATION  
MONONA WIRE CORPORATION  
MONONA (MEXICO) HOLDINGS LLC  
TRIM SYSTEMS, INC.  
TRIM SYSTEMS OPERATING CORP.  
CABARRUS PLASTICS, INC.  
CVG OREGON, LLC  
CVS HOLDINGS, INC.  
SPRAGUE DEVICES, INC.  
MAYFLOWER VEHICLE SYSTEMS,  
LLC  
CVG MANAGEMENT CORPORATION  
CVG EUROPEAN HOLDINGS, LLC  
CVG LOGISTICS, LLC

By:   
Name: Chad M. Utrup  
Title: Chief Financial Officer

*(Signature Page to Trademark Security Agreement)*

**BANK OF AMERICA, N.A.**  
as Secured Party



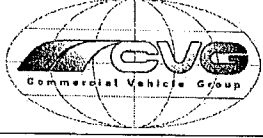
By:   
Name: Philip Nomura  
Title: Vice President




**Schedule A  
to  
Trademark Security Agreement**

**I. REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS, TRADE NAMES AND SERVICE MARKS**


**COMMERCIAL VEHICLE GROUP, INC.**

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status	Record Owner
USA		77/573007 09/18/2008		PENDING	Commercial Vehicle Group, Inc.
USA		77/351408 12/13/2007		PENDING	Commercial Vehicle Group, Inc.
USA	MOTO MIRROR	75/274146 04/14/1997	2171097 07/07/1998	REGISTERED	Commercial Vehicle Group, Inc.
USA	MOTO MIRROR PLUS 	75/225022 01/13/1997	2185420 09/01/1998	REGISTERED	Commercial Vehicle Group, Inc.
USA	CVG COMMERCIAL VEHICLE GROUP 	78/380087 03/08/2004	3108626 06/27/2006	REGISTERED	Commercial Vehicle Group, Inc.
International Register	CVG COMMERCIAL VEHICLE Group  CVG Commercial Vehicle Group 		868556 08/09/2004	REGISTERED	Commercial Vehicle Group, Inc.
Mexico	CVG Commercial Vehicle Group & Design	676042 09/08/2004	885997 06/16/2005	REGISTERED	Commercial Vehicle Group, Inc.
Mexico	CVG Commercial Vehicle Group & Design	676040 09/08/2004	885480 06/14/2005	REGISTERED	Commercial Vehicle Group, Inc.
Mexico		676041		PENDING	Commercial Vehicle Group, Inc.


Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status	Record Owner
		09/08/2004			
Mexico	CVG Commercial Vehicle Group & Design	676043	885809	REGISTERED	Commercial Vehicle Group, Inc.
Australia	CVG Commercial Vehicle Group & Design	09/08/2004 868556	06/15/2005 868556	REGISTERED	Commercial Vehicle Group, Inc.
Benelux	CVG Commercial Vehicle Group & Design	09/08/2004 868556	05/31/2006 868556	REGISTERED	Commercial Vehicle Group, Inc.
China	CVG Commercial Vehicle Group & Design	09/08/2004 868556	09/08/2004 868556	REGISTERED	Commercial Vehicle Group, Inc.
Germany	CVG Commercial Vehicle Group & Design	09/08/2004 868556	09/08/2004 868556	REGISTERED	Commercial Vehicle Group, Inc.
Japan	CVG Commercial Vehicle Group & Design	09/08/2004 868556	09/08/2007 868556	REGISTERED	Commercial Vehicle Group, Inc.
Poland	CVG Commercial Vehicle Group & Design	09/08/2004 868556	09/08/2004 868556	REGISTERED	Commercial Vehicle Group, Inc.
Sweden	CVG Commercial Vehicle Group & Design	09/08/2004 868556	09/08/2007 868556	REGISTERED	Commercial Vehicle Group, Inc.
UK	CVG Commercial Vehicle Group & Design	09/08/2004 868556	09/08/2007 868556	REGISTERED	Commercial Vehicle Group, Inc.
Australia		09/08/2004 1243977	06/21/2006	PENDING	Commercial Vehicle Group, Inc.
Canada		[Date not available] 1386479		PENDING	Commercial Vehicle Group, Inc.
Mexico		03/07/2008 938920		PENDING	Commercial Vehicle Group, Inc.
Australia	Moto Mirror & Design	06/05/2008 731907	731907	REGISTERED	Commercial Vehicle Group, Inc.
Canada	Moto Mirror & Design	04/09/1997 0841627	10/22/1998 496171	REGISTERED	Commercial Vehicle Group, Inc.
Mexico	Moto Mirror & Design	04/30/1997 291918	06/16/1998 614348	REGISTERED	Commercial Vehicle Group, Inc.
USA	Moto Mirror Plus & Design	04/10/1997 75/225022	06/21/1999 2185420	REGISTERED	Commercial Vehicle Group, Inc.
		01/13/1997	09/01/1998		

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status	Record Owner
Sweden	Moto Mirror & Design	199703525 04/10/1997	333447 10/15/1999	REGISTERED	Commercial Vehicle Group, Inc.


## MAYFLOWER VEHICLE SYSTEMS, LLC

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status	Record Owner
USA	MAYFLOWER	78/114104 03/11/2002	2797473 12/23/2003	REGISTERED	Mayflower Vehicle Systems, LLC
USA	MAYFLOWER DESIGN  	78/159133 08/29/2002	2781928 11/11/2003	REGISTERED	Mayflower Vehicle Systems, LLC




## MONONA WIRE CORPORATION



Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status	Record Owner
USA	MWC  	76/170439 11/22/2000	2644034 10/29/2002	REGISTERED	Monona Wire Corporation

## NATIONAL SEATING COMPANY

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status	Record Owner
USA	EASY AIRE  	73/687292  10/01/1987	1509176  10/18/1988	REGISTERED	National Seating Company
USA	CUSH-N-AIRE	73/510052  11/23/1984	1340589  06/11/1985	REGISTERED	National Seating Company
USA	CHUGGER SNUBBER	72/379153  12/21/1970	0933827  05/16/1972	REGISTERED	National Seating Company

**SPRAGUE DEVICES, INC.**

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status	Record Owner
USA	AIR PUSH 	71/499442 04/01/1946	0442654 05/10/1949	REGISTERED	Sprague Devices, Inc.
USA	AIR-PUSH	72/315270 12/26/1968	0876384 09/09/1969	REGISTERED	Sprague Devices, Inc.
USA	SPRAGUE DEVICES	74/165295 05/10/1991	1727180 10/27/1992	REGISTERED	Sprague Devices, Inc.
USA	M3 CLUTCH	74/528750 05/24/1994	1911257 08/15/1995	REGISTERED	Sprague Devices, Inc.
USA	ROADWATCH	75/093148 04/23/1996	2159429 05/19/1998	REGISTERED	Sprague Devices, Inc.
USA	SPRA-KLEER	75/633885 02/04/1999	2323981 02/29/2000	REGISTERED	Sprague Devices, Inc.
USA	ROADWATCH 	78/060174 04/24/2001	2664644 12/17/2002	REGISTERED	Sprague Devices, Inc.
USA	CLEARVIEW	78/034718 11/10/2000	2774082 10/14/2003	REGISTERED	Sprague Devices, Inc.
USA	KEYFREE	78/199096 12/31/2002	2788931 12/02/2003	REGISTERED	Sprague Devices, Inc.
USA	CAMERAWASH	78/250480 05/15/2003	2890577 09/28/2004	REGISTERED	Sprague Devices, Inc.
USA	ROADWATCH 3	78/250521 05/15/2003	2908310 12/07/2004	REGISTERED	Sprague Devices, Inc.
USA	ROADWATCH SS ROADWATCH SAFETY SYSTEM  Roadwatch Safety System	78/974111 09/14/2006	3268437 07/24/2007	REGISTERED	Sprague Devices, Inc.

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status	Record Owner
USA	LIGHTWASH	75/878069 12/21/1999	2595106 07/16/2002	REGISTERED	Sprague Devices, Inc.
Canada	AIR PUSH	0419184 12/21/1977	TMA239182 01/18/1980	REGISTERED	Sprague Devices, Inc.
Mexico	AIR PUSH	24971 11/08/1968	148448 11/08/1968	REGISTERED	Sprague Devices, Inc.
Australia	SPRAGUE & Design 	314132 12/19/1977	B 314132 12/19/1977	REGISTERED	Sprague Devices, Inc.
Canada	SPRAGUE & Design 	0419183 12/21/1977	TMA240302 03/07/1980	REGISTERED	Sprague Devices, Inc.
Mexico	SPRAGUE & Design	24970 11/08/1968	147923 11/08/1968	REGISTERED	Sprague Devices, Inc.

**TRIM SYSTEMS OPERATING CORP.**

Jurisdiction	Mark	Application Ser. No./ Filing Date	Registration No. / Registration Date	Status	Record Owner
Canada	OC3 & design	0836270 02/11/1997	504261 11/18/1998	REGISTERED	Tempress, Inc. <sup>1</sup>
Canada	THE HAPPY OZONE MOLECULE AND DESIGN	0836272 02/11/1997	495502 05/29/1998	REGISTERED	Tempress, Inc.
Canada	T-TRIM	0824711 09/30/1996	504116 11/16/1998	REGISTERED	Tempress, Inc.
Canada	T-TRIM	0824707 09/30/1996	489645 02/10/1998	REGISTERED	Tempress, Inc.
Canada	VCR	0828758 11/13/1996	520283 12/06/1999	REGISTERED	Tempress, Inc.

<sup>1</sup> Tempress, Inc. merged into Trim Systems Operating Corp., surviving as Trim Systems Operating Corp., on September 15, 2004.



## TRADE NAME SCHEDULE

### COMMERCIAL VEHICLE GROUP, INC.

Trade Name	Goods	Owner
BOOT SAVER	Rubber and plastics hose and belting	Commercial Vehicle Group Inc.
CVG	Motor vehicle parts and accessories	Commercial Vehicle Group Inc.
FISH-ON	Automotive stampings	Commercial Vehicle Group Inc.
MAYFLOWER VEHICLE SYSTEMS	Motor vehicle parts and accessories	Commercial Vehicle Group Inc.
MOTO MIRROR	Motor vehicle parts and accessories	Commercial Vehicle Group Inc.
MWC	Motor vehicle parts and accessories	Commercial Vehicle Group Inc.
O3	Electric housewares and fans	Commercial Vehicle Group Inc.
O3 THE HAPPY OZONE MOLECULE	Sporting and athletic goods	Commercial Vehicle Group Inc.
ROADWATCH	Motor vehicle parts and accessories	Commercial Vehicle Group Inc.
T-RIM	Automotive stampings	Commercial Vehicle Group Inc.
TACKLE HATCH	Apparel and accessories	Commercial Vehicle Group Inc.
CLEARVIEW	Motor vehicle parts and accessories	Commercial Vehicle Group Inc.
KEYFREE	Communications equipment	Commercial Vehicle Group Inc.