

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Trademark Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JPMORGAN CHASE BANK, N.A., a national banking association		07/15/2009	national banking association:

**RECEIVING PARTY DATA**

<b>Name:</b>	THE BANK OF NEW YORK MELLON, as Administrative Agent
<b>Street Address:</b>	600 East Las Colinas Boulevard
<b>Internal Address:</b>	Suite 1300
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	New York banking corporation: NEW YORK

**PROPERTY NUMBERS Total: 38**

Property Type	Number	Word Mark
Serial Number:	75781112	VISTEON VOICE TECHNOLOGY
Serial Number:	75252427	VISTEON
Serial Number:	75370513	VISTEON
Serial Number:	75252428	VISTEON
Serial Number:	75252429	VISTEON
Serial Number:	75737684	VISTEON
Serial Number:	75737680	VISTEON
Serial Number:	75737682	VISTEON
Serial Number:	75737678	VISTEON
Serial Number:	75737677	VISTEON
Serial Number:	75737653	VISTEON
Serial Number:	75737654	VISTEON
Serial Number:	75737651	VISTEON

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Serial Number:	75737687	VISTEON
Serial Number:	75343285	VISTEON
Serial Number:	75343289	VISTEON
Serial Number:	75343282	VISTEON
Serial Number:	75252426	VISTEON
Serial Number:	74640065	MACH
Serial Number:	78105141	INNOVATIONWORKS
Serial Number:	78105731	V-TES
Serial Number:	75737652	VISTEON
Serial Number:	72068811	CAR LITE
Serial Number:	75737602	
Serial Number:	75737617	
Serial Number:	75737603	
Serial Number:	75737604	
Serial Number:	75737699	
Serial Number:	75737606	
Serial Number:	75737683	VISTEON
Serial Number:	75737607	
Serial Number:	75737612	
Serial Number:	76222235	VISTCONNECT
Serial Number:	75737698	
Serial Number:	75405000	GENPAD
Serial Number:	75405001	GENPAD
Serial Number:	75343287	SEE THE POSSIBILITIES
Serial Number:	75370514	SEE THE POSSIBILITIES

**CORRESPONDENCE DATA**

Fax Number: (313)496-8452  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
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Address Line 4: Detroit, MICHIGAN 48226

NAME OF SUBMITTER:	Stephen S. LaPlante
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Signature:	/Stephen S. LaPlante/
Date:	07/17/2009
Total Attachments: 5 source=FordTrademark.pdf#page1.tif source=FordTrademark.pdf#page2.tif source=FordTrademark.pdf#page3.tif source=FordTrademark.pdf#page4.tif source=FordTrademark.pdf#page5.tif	

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This Assignment of Trademark Security Agreement ("Assignment"), dated as of July 15, 2009, is executed by JPMORGAN CHASE BANK, N.A., as existing Administrative Agent and assignor (the "Existing Agent") and THE BANK OF NEW YORK MELLON, as successor Administrative Agent and assignee (the "Successor Agent") for certain lenders party to the Credit Agreement referred to below. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Credit Agreement or the Security Agreement, respectively, as referred to below.

### RECITALS

WHEREAS, Visteon Corporation, and certain subsidiaries of Visteon Corporation, collectively as the borrowers (the "Borrowers"), the Existing Agent in its capacity as Administrative Agent for the Lenders referred to below, the several banks and other financial institutions party thereto (the "Lenders"), Bank of America, NA, Sumitomo Mitsui Banking Corporation, New York, and Wachovia Capital Finance Corporation (Central), as Documentation Agents, and Citicorp USA, Inc., as Syndication Agent entered into that certain that Credit Agreement, dated as of August 14, 2006 (as amended or modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrowers, including VISTEON CORPORATION, a Delaware corporation (the "Applicable Borrower"), (i) executed and delivered a Pledge and Security Agreement, dated as of August 14, 2006, in favor of the Existing Agent (as amended or modified from time to time, the "Security Agreement"); and (ii) certain other security documents (including the Trademark Security Agreement defined below), in order for Applicable Borrower and the other Loan Guarantors to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and to secure certain obligations of the Borrowers that the Loan Guarantors have agreed to guarantee pursuant to Article X of the Credit Agreement (the "Secured Obligations").

WHEREAS, in connection with the Security Agreement, pursuant to a Trademark Security Agreement, dated as of August 14, 2006 (as amended or modified from time to time, the "Trademark Security Agreement"), by and between Applicable Borrower and Existing Agent, the Applicable Borrower pledged, assigned and granted to the Existing Agent, for itself and for the ratable benefit of the Lenders, a security interest the "Trademark Collateral" (as defined in the Trademark Security Agreement), including the trademarks and trademark applications identified on Schedule 1 to this Assignment;

WHEREAS, the Trademark Security Agreement was recorded with the U.S. Patent and Trademark Office at Reel/Frame 3495/0009.

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of July 15, 2009 (the "Successor Agent Agreement"), the Existing Agent resigned as the Administrative Agent under the Credit Agreement and the other Loan Documents, the Successor Agent was appointed by the Required Lenders as the successor Administrative Agent under the Credit Agreement and the other Loan Documents, and the Successor Agent assumed all rights, powers and privileges of the

"Administrative Agent" under the Credit Agreement, Security Agreement and other Loan Documents;

WHEREAS, the Existing Agent desires to assign, and the Successor Agent desires to assume, the rights, powers, privileges and obligations of the Existing Agent under the Trademark Security Agreement.

NOW, THEREFORE, the Existing Agent and the Successor Agent agree as follows:

1. As of the date hereof, the Existing Agent hereby assigns to the Successor Agent, and the Successor Agent hereby assumes, all rights, powers, privileges and obligations of the Existing Agent under the Trademark Security Agreement, including those respecting the Trademark Collateral.

2. The security interest pledged, assigned and granted by the Applicable Borrower pursuant to the Trademark Security Agreement includes the Trademark Collateral, whether owned by Applicable Borrower as of August 14, 2006, or thereafter acquired by or arising in favor of the Applicable Borrower.

3. This Assignment may be filed with the United States Patent and Trademark Office and the trademark offices of any countries and/or jurisdictions in which any Trademark Collateral is registered or applied for.

4. Except as expressly amended and supplemented herein or in the Successor Agent Agreement, all of the terms and provisions of the Trademark Security Agreement shall continue in full force and effect and the same are hereby ratified and confirmed.

5. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

6. This Assignment shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

JPMORGAN CHASE BANK, N.A., as Existing Agent

By: 

Name: ROBERT P. KELLAS

Its: EXECUTIVE DIRECTOR

[SIGNATURE PAGE TO VISTEON CORPORATION  
ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS]

THE BANK OF NEW YORK MELLON, as  
Successor Agent


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

Name: \_\_\_\_\_

Its:           *Melinda Valentine*            
                          *Vice President*

AGREED AND ACKNOWLEDGED:

VISTEON CORPORATION

By:   
Name: Michael P. Lewis  
Its: Assistant Treasurer

[SIGNATURE PAGE TO VISTEON CORPORATION  
ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK

RECORDED: 07/17/2009

REEL: 004026 FRAME: 0334