

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
HLI Operating Company, Inc.		12/21/2009	CORPORATION:
Hayes Lemmerz International, Inc.		12/21/2009	CORPORATION:
Hayes Lemmerz International Commercial Highway, Inc.		12/21/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Deutsche Bank AG New York Branch
Street Address:	60 Wall St.
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2400397	CENTRULITE
Registration Number:	2271009	CENTRUSTEEL
Registration Number:	2257911	CENTRUMOUNT
Registration Number:	2552925	HAYES LEMMERZ
Registration Number:	2858847	GEMTECH
Serial Number:	77048462	CENTRUSTYLE
Serial Number:	77048505	CENTRUBRIGHT
Serial Number:	77261362	VERSASTYLE
Serial Number:	77261386	VERSASPOKE

CORRESPONDENCE DATA

Fax Number: (212)822-5243

900150430

**TRADEMARK
 REEL: 004118 FRAME: 0366**

CH \$240.00 2400397

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jlesovitz@milbank.com
Correspondent Name: Jeff Lesovitz
Address Line 1: 1 Chase Manhattan Plaza
Address Line 4: New York, NEW YORK 10005

ATTORNEY DOCKET NUMBER:	33901-37600
NAME OF SUBMITTER:	Jeff Lesovitz
Signature:	/Jeff Lesovitz/
Date:	12/22/2009

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 21, 2009, by HLI Operating Company, Inc. (“*U.S. Borrower*”) and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 7.11 of the Pledge and Security Agreement referred to below (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Deutsche Bank AG New York Branch (“*DB*”), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Administrative Agent*”).

WITNESSETH:

WHEREAS, pursuant to the Third Amended and Restated Credit Agreement, dated as of December 21, 2009 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among the U.S. Borrower, Hayes Lemmerz Finance LLC - Luxembourg S.C.A. (the “*Luxembourg Borrower*” and together with the U.S. Borrower, the “*Borrowers*”), Hayes Lemmerz International, Inc., the Lenders party thereto and DB, as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the “*Pledge and Security Agreement*”) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the U.S. Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms.

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

Pursuant and subject to the terms of the Pledge and Security Agreement, each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “*Trademark Collateral*”):

- (a) the Trademarks referred to on *Schedule I* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

The foregoing grants of security interests shall not include a security interest in Excluded Property; provided, however, such "*Excluded Property*" shall not include any Proceeds, substitutions or replacements of Excluded Property (unless such Proceeds, substitutions or replacements would constitute Excluded Property); provided, further, that if and when any Trademark Collateral shall cease to be Excluded Property, the Administrative Agent shall be deemed to have, and all times after the date thereof to have had, a security interest in such Trademark Collateral.

Section 3. Security Agreement.

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent in its separate capacities as set forth and pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Termination.

This Trademark Security Agreement shall terminate immediately upon termination of the Security Agreement.

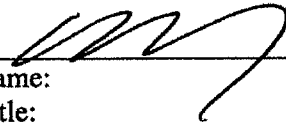
Section 5. Governing Law.

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


[Signature Pages Follow]

IN WITNESS WHEREOF, each 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.

HLI OPERATING COMPANY, INC.,
as U.S. Borrower and Grantor

By: 
Name: _____
Title: _____

HAYES LEMMERZ INTERNATIONAL, INC.,
as Grantor

By: 
Name: _____
Title: _____

HAYES LEMMERZ INTERNATIONAL –
COMMERCIAL HIGHWAY, INC.,
as Grantor

By: 
Name: _____
Title: _____

Acknowledgment of Grantor

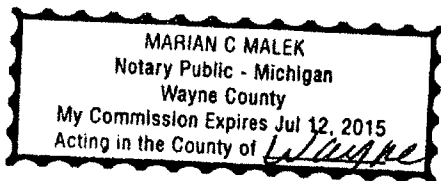
STATE OF MICHIGAN)

) ss.

COUNTY OF WAYNE)

On this 18 day of December, 2009 before me personally appeared Patrick C. Cauley, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HLI Operating Company, Inc., Hayes Lemmerz International, Inc. and Hayes Lemmerz International – Commercial Highway, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by their respective Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

Marian C. Malek
Notary Public



SUBSCRIBED AND SWORN TO BEFORE ME

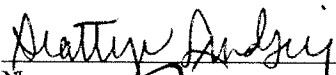
THIS 18 DAY OF Dec, 2009.

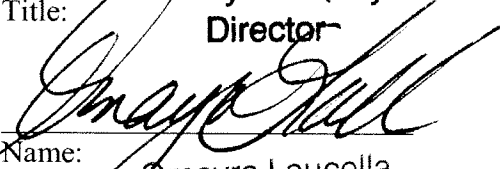
BY

Marian C. Malek
NOTARY PUBLIC

Accepted and Agreed
as of the date first above written:

DEUTSCHE BANK AG NEW YORK BRANCH,
as Administrative Agent

By: 
Name: **Scottye Lindsey**
Title: **Director**

By: 
Name: **Omayra Laucella**
Title: **Vice President**

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

See attached list.

HLI Trademarks

Case #	Country	Trademark	Serial No.	Registration No.	Registered Owner
			Filing Date	Grant Date	
01939	CA	TM CIRCLE DESIGN	778688 3/24/1995	TMA461689 8/23/1996	Hayes Lemmerz International
04964	US	TM CENTRULITE	75/265562 3/25/1997	2400397 10/31/2000	HLI Operating Company
04966	US	TM CENTRUSTEEL	75/265563 3/25/1997	2271009 8/17/1999	HLI Operating Company
05091	CA	TM MW IN CIRCLE	354929 7/4/1972	201602 9/6/1974	Hayes Lemmerz International- Commercial Highway, Inc.
05589	US	TM CENTRUMOUNT	75/350044 9/2/1997	2257911 6/29/1999	HLI Operating Company
05646	TR	TM HAYES LEMMERZ LOGO	74859 12/3/1997	202043 12/3/1997	Hayes Lemmerz International
05646	CH	TM HAYES LEMMERZ LOGO	8365/1997 10/20/1997	451453 6/16/1998	Hayes Lemmerz International
05646	US	TM HAYES LEMMERZ LOGO	75/377410 10/22/1997	2552925 3/26/2002	HLI Operating Company

HLI Trademarks

Case #	Country	Trademark	Serial No.	Registration No.	Registered Owner
			Filing Date	Grant Date	
05646	ZA	TM HAYES LEMMERZ LOGO	97/17146 11/10/1997	97/17146 3/20/2001	Hayes Lemmerz International
05646	CA	TM HAYES LEMMERZ LOGO	867696 1/29/1998	TMA584428 6/27/2003	Hayes Lemmerz International
05646	JP	TM HAYES LEMMERZ LOGO	9-171215 10/24/1997	4241845 2/19/1999	Hayes Lemmerz International
05646	MX	TM HAYES LEMMERZ LOGO	313953 11/12/1997	649120 3/31/2000	Hayes Lemmerz International
05646	AR	TM HAYES LEMMERZ LOGO	2125794 1/14/1998	1740781 6/22/1999	Hayes Lemmerz International
05646	VE	TM HAYES LEMMERZ LOGO	22251-97 10/31/1997	6/2/2000	Hayes Lemmerz International
05646	EU	TM HAYES LEMMERZ LOGO	656488 10/17/1997	656488 12/15/1999	Hayes Lemmerz International
05646	BR	TM HAYES LEMMERZ LOGO	820410888 12/11/1997	820410888 4/27/2004	Hayes Lemmerz International

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HLI Trademarks

Case #	Country	Trademark	Serial No.	Registration No.	Registered Owner
			Filing Date	Grant Date	
05646	KR	TM HAYES LEMMERZ LOGO	40-2008-54001 11/18/2008		HLI Operating Company
05646	TH	TM HAYES LEMMERZ LOGO	714275 11/12/2008		HLI Operating Company
20134	AR	TM LEMMERZ	1179307 10/19/1994	1637293 7/7/1997	Hayes Lemmerz International
20270	EU	TM HL + DESIGN	823864 5/13/1998	823864 1/4/2000	Hayes Lemmerz International
20270	ZA	TM HL + DESIGN	99/0833 1/21/1999	1999/00833 6/10/2002	Hayes Lemmerz International
20270	AR	TM HL + DESIGN	2199000 1/22/1999	1785066 3/31/2000	Hayes Lemmerz International
24018	US	TRADEMARK GEMTECH - U.S.	78/159240 8/29/2002	2858847 6/29/2004	Hayes Lemmerz International

HLI Trademarks

Case #	Country	Trademark	Serial No.	Registration No.	Registered Owner
			Filing Date	Grant Date	
27974	US	TM CENTRUSTYLE	77/048462 11/21/2006		HLI Operating Company
27975	US	TM CENTRUBRIGHT	77/048505 11/21/2006		HLI Operating Company
29356	US	TM VERSASTYLE	77/261362 8/22/2007		HLI Operating Company
29357	US	TM VERSASPOKE	77/261386 8/22/2007		HLI Operating Company