

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Released by Secured Party against Security Interest in Trademarks recorded at Reel 4026 Frame 0327

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon		10/01/2010	a banking corporation: NEW YORK

RECEIVING PARTY DATA

Name:	Visteon Corporation
Street Address:	1 Village Center Drive
City:	Van Buren Township
State/Country:	MICHIGAN
Postal Code:	48111
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 38

Property Type	Number	Word Mark
Registration Number:	2782163	VISTEON VOICE TECHNOLOGY
Registration Number:	2360510	VISTEON
Registration Number:	2383644	VISTEON
Registration Number:	2175733	VISTEON
Registration Number:	2175734	VISTEON
Registration Number:	2520794	VISTEON
Registration Number:	2625551	VISTEON
Registration Number:	2520793	VISTEON
Registration Number:	2613062	VISTEON
Registration Number:	2594847	VISTEON
Registration Number:	2507705	VISTEON
Registration Number:	2500809	VISTEON
Registration Number:	2498851	VISTEON

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Registration Number:	2601662	VISTEON
Registration Number:	2360556	VISTEON
Registration Number:	2239710	VISTEON
Registration Number:	2241256	VISTEON
Registration Number:	2383551	VISTEON
Registration Number:	2074872	MACH
Registration Number:	2875541	INNOVATIONWORKS
Registration Number:	2933914	V-TES
Registration Number:	2625550	VISTEON
Registration Number:	0685941	CAR LITE
Registration Number:	2500805	
Registration Number:	2466448	
Registration Number:	2594843	
Registration Number:	2507703	
Registration Number:	2594848	
Registration Number:	2500806	
Registration Number:	2724596	VISTEON
Registration Number:	2625549	
Registration Number:	2594844	
Registration Number:	2789253	VISTCONNECT
Registration Number:	2775965	
Registration Number:	2444690	GENPAD
Registration Number:	2383692	GENPAD
Registration Number:	2618449	SEE THE POSSIBILITIES
Registration Number:	2451240	SEE THE POSSIBILITIES

CORRESPONDENCE DATA

Fax Number: (312)862-2200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-862-2000
Email: dgasiorowski@kirkland.com
Correspondent Name: Kirkland & Ellis LLP
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Address Line 2: c/o Donna Gasiorowski, Sr. Legal Asst.
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER: 41438-37 DRG

NAME OF SUBMITTER:	Donna Gasiorowski
Signature:	/Donna Gasiorowski/
Date:	10/04/2010
Total Attachments: 5 source=executed Release for Reel 4026 Frame 0327#page1.tif source=executed Release for Reel 4026 Frame 0327#page2.tif source=executed Release for Reel 4026 Frame 0327#page3.tif source=executed Release for Reel 4026 Frame 0327#page4.tif source=executed Release for Reel 4026 Frame 0327#page5.tif	

REASSIGNMENT AND RELEASE OF SECURITY INTEREST - TRADEMARKS

This Reassignment and Release of Security Interest (this "Release") is made as of October 1st, 2010 by THE BANK OF NEW YORK MELLON, a New York banking corporation, as Administrative Agent (the "Administrative Agent") in favor of VISTEON CORPORATION, a Delaware corporation (the "Company"). Capitalized terms used in this Release, but not defined herein, shall have the respective meanings ascribed to them in the Credit Agreement, Security Agreement or Trademark Security Agreement referred to below.

Recitals

WHEREAS, the Company, and certain subsidiaries of the Company, collectively as the borrowers (the "Borrowers"), JPMorgan Chase Bank, N.A., as the Administrative Agent (the "Prior Agent") and several lender parties thereto (the "Lenders"), entered into that certain 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 the Company, (i) executed and delivered a Pledge and Security Agreement, dated as of August 14, 2006, in favor of the Prior 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 the Company 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 the Company and Prior Agent, the Company pledged, assigned and granted to the Prior Agent, for itself and for the ratable benefit of the Lenders, a security interest in the "Trademark Collateral" (as defined in the Trademark Security Agreement), including the trademark registrations identified on Schedule 1 to this Release;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel/Frame 3495/0009 on March 7, 2007;

WHEREAS, pursuant to that certain Successor Agent Agreement, dated as of July 15, 2009 and that certain Assignment of Trademark Security Agreement by and between the Prior Agent and Administrative Agent dated as of July 15, 2009 ("Assignment of Trademark Security") the Prior Agent assigned, and the Administrative Agent assumed, the rights, powers, privileges and obligations of the Prior Agent under the Trademark Security Agreement;

WHEREAS, the Assignment of Trademark Security was recorded with the United States Patent and Trademark Office at Reel/Frame 4026/0327 on July 17, 2009;

WHEREAS, the Borrowers have paid all of their outstanding Secured Obligations to the Administrative Agent and Lenders; and

WHEREAS, the Administrative Agent and Lenders wish to reassign to Company and release all interest that Administrative Agent and Lenders may have in the Trademark Collateral.

Agreement

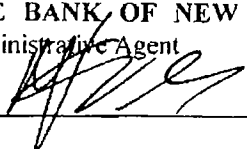
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent, on behalf of the Lenders, hereby terminates, releases and discharges any and all security interest in the Trademark Collateral and reassigns to Company, without recourse, representation or warranty, all interest of Administrative Agent and the Lenders in the Trademark Collateral.

The Administrative Agent, at the sole cost and expense of the Company, shall take all further actions reasonably requested by the Company or its legal representatives (including, without limitation, the execution and delivery of any and all documents or other instruments) to more fully and effectively effectuate the purposes of this Release.

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IN WITNESS WHEREOF, the undersigned has executed this Release as of the date first above written.

THE BANK OF NEW YORK MELLON, as
Administrative Agent

By:  _____

Name: *Melinda Valentine*

Its: *Vice President*

Reassignment and Release of Security Interest - Trademarks

18,399,917.5029982-00625

TRADEMARK
REEL: 004289 FRAME: 0400

SCHEDULE 1

DocketNo.	Country	Mark	Owner	Status	App. No.	Reg. No.	App. Date	Reg. Date	Renewal	Class(es)
11102-10	United States	VISTEON VOICE TECHNOLOGY	VISTEON CORPORATION	Registered	75/781,112	2,782,163	8/20/1999	11/11/2003	11/11/2013	(009)
11102-108	United States	VISTEON	VISTEON CORPORATION	Registered	75/252,427	2,360,510	3/5/1997	6/20/2000	6/20/2010	(007; 012)
11102-109	United States	VISTEON	VISTEON CORPORATION	Registered	75/370,513	2,383,644	10/9/1997	9/5/2000	9/5/2010	(011)
11102-114	United States	VISTEON	VISTEON CORPORATION	Registered	75/252,428	2,175,733	3/5/1997	7/21/1998	7/21/2018	(040)
11102-115	United States	VISTEON	VISTEON CORPORATION	Registered	75/252,429	2,175,734	3/5/1997	7/21/1998	7/21/2018	(042)
11102-116	United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	Registered	75/737,684	2,520,794	6/25/1999	12/18/2001	12/18/2011	(7)
11102-118	United States	VISTEON & ENERGY DOT DEVICE (5)	VISTEON CORPORATION	Registered	75/737,680	2,625,551	6/25/1999	9/24/2002	9/24/2012	(11)
11102-119	United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	Registered	75/737,682	2,520,793	6/25/1999	12/18/2001	12/18/2011	(012)
11102-122	United States	VISTEON & ENERGY DOT DEVICE (5)	VISTEON CORPORATION	Registered	75/737,678	2,613,062	6/25/1999	8/27/2002	8/27/2012	(040)
11102-123	United States	VISTEON & ENERGY DOT DEVICE (5)	VISTEON CORPORATION	Registered	75/737,677	2,594,847	6/25/1999	7/16/2002	7/16/2012	(042)
11102-126	United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	Registered	75/737,653	2,507,705	6/25/1999	11/13/2001	11/13/2011	(009)
11102-127	United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	Registered	75/737,654	2,500,809	6/25/1999	10/23/2001	10/23/2011	(007)
11102-129	United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	Registered	75/737,651	2,498,851	6/25/1999	10/16/2001	10/16/2011	(012)
11102-136	United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	Registered	75/737,687	2,601,662	6/25/1999	7/30/2002	7/30/2012	(042)
11102-145	United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	Registered	75/343,285	2,360,556	8/19/1997	6/20/2000	6/20/2010	(009)
11102-151	United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	Registered	75/343,289	2,239,710	8/19/1997	4/13/1999	4/13/2009	(042)
11102-152	United States	VISTEON AND ENERGY DOT DEVICE	VISTEON CORPORATION	Registered	75/343,282	2,241,256	8/19/1997	4/20/1999	4/20/2009	(040)
11102-162	United States	VISTEON	VISTEON CORPORATION	Registered	75/252,426	2,383,551	3/5/1997	9/5/2000	9/5/2010	(009)
11102-178	United States	MACH	VISTEON CORPORATION	Registered	74/640,065	2,074,872	3/1/1995	7/1/1997	7/1/2017	
11102-1860	United States	INNOVATIONWORKS	VISTEON CORPORATION	Registered	78/105,141	2,875,541	1/28/2002	8/17/2004	8/17/2014	(42)
11102-1964	United States	V-TES	VISTEON CORPORATION	Registered	78/105,731	2,933,914	1/30/2002	3/15/2005	3/15/2015	(9)

11102-2060	United States	ENERGY DOT DESIGN (5)	Registered	VA 1-258-651	4/22/2004	5/14/2004		
11102-2061	United States	ENERGY DOT DESIGN (8)	Registered	VA 1-258-652	4/22/2004	5/14/2004		
11102-24	United States	VISTEON & ENERGY DOT DEVICE (5)	Registered	75/737,652	6/25/1999	9/24/2002	9/24/2012	(11)
11102-39	United States	CAR LITE	Registered	72/068,811	3/3/1959	9/29/1959	9/29/2009	(033)
11102-42	United States	ENERGY DOT DEVICE (5/BLACK)	Registered	2,625,550	6/25/1999	10/23/2001	10/23/2011	(007)
11102-43	United States	ENERGY DOT DEVICE (5/BLACK)	Registered	685,941	6/25/1999	7/3/2001	7/3/2011	(009)
11102-44	United States	ENERGY DOT DEVICE (5/BLACK)	Registered	2,500,805	6/25/1999	7/16/2002	7/16/2012	(011)
11102-45	United States	ENERGY DOT DEVICE (5/BLACK)	Registered	2,466,448	6/25/1999	11/13/2001	11/13/2011	(012)
11102-49	United States	ENERGY DOT DEVICE (5/BLACK)	Registered	2,594,843	6/25/1999	7/16/2002	7/16/2012	(042)
11102-53	United States	ENERGY DOT DEVICE (5/COLOR)	Registered	2,507,703	6/25/1999	10/23/2001	10/23/2011	(007)
11102-54	United States	ENERGY DOT DEVICE (5/COLOR)	Registered	2,594,848	6/25/1999	6/10/2003	6/10/2013	(9)
11102-56	United States	ENERGY DOT DEVICE (5/COLOR)	Registered	2,625,549	6/25/1999	9/24/2002	9/24/2012	(11)
11102-61	United States	ENERGY DOT DEVICE (5/COLOR)	Registered	2,594,844	6/25/1999	7/16/2002	7/16/2012	(042)
11102-7	United States	VISTCONNECT	Registered	76/222,235	3/9/2001	12/2/2003	12/2/2013	(042)
11102-8	United States	ENERGY DOT DEVICE (5/COLOR)	Registered	2,775,965	6/25/1999	10/21/2003	10/21/2013	(009)
11102-88	United States	GENPAD	Registered	75/405,000	12/15/1997	4/17/2001	4/17/2011	(009)
11102-90	United States	GENPAD	Registered	75/405,001	12/15/1997	9/5/2000	9/5/2010	(042)
11102-93	United States	SEE THE POSSIBILITIES	Registered	75/343,287	8/19/1997	9/10/2002	9/10/2012	(7; 11; 12)
11102-98	United States	SEE THE POSSIBILITIES	Registered	75/370,514	10/9/1997	5/15/2001	5/15/2011	(011)