

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Commercial Vehicle Group, Inc.		04/26/2011	CORPORATION: DELAWARE
Mayflower Vehicle Systems, LLC		04/26/2011	LIMITED LIABILITY COMPANY: DELAWARE
Monona Wire Corporation		04/26/2011	CORPORATION: IOWA
National Seating Company, Inc.		04/26/2011	CORPORATION: DELAWARE
Sprague Devices, Inc.		04/26/2011	CORPORATION: DELAWARE
CVG Alabama, LLC		04/26/2011	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	U.S. BANK NATIONAL ASSOCIATION, as Collateral Agent
<b>Street Address:</b>	60 Livingston Avenue, EP-MN-WS3C
<b>City:</b>	ST. PAUL
<b>State/Country:</b>	MINNESOTA
<b>Postal Code:</b>	55107-2292
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
Registration Number:	3563355	M
Registration Number:	2171097	MOTO MIRROR
Registration Number:	2185420	MOTO MIRROR PLUS
Registration Number:	3108626	CVG COMMERCIAL VEHICLE GROUP
Registration Number:	2797473	MAYFLOWER
Registration Number:	2781928	
Registration Number:	2644034	MWC
Registration Number:	3823895	EASY AIRE
Registration Number:	1340589	CUSH-N-AIRE

**TRADEMARK**

**900192071**

**REEL: 004543 FRAME: 0001**

**OP \$840.00 3563355**

Registration Number:	0933827	CHUGGER SNUBBER
Registration Number:	3856398	RS ROAD SCAN
Registration Number:	3856402	ROAD SCAN
Registration Number:	876384	AIR-PUSH
Registration Number:	1727180	SPRAGUE DEVICES
Registration Number:	1911257	M3 CLUTCH
Registration Number:	2159429	ROADWATCH
Registration Number:	2323981	SPRA-KLEER
Registration Number:	2664644	ROADWATCH
Registration Number:	2890577	CAMERAWASH
Registration Number:	2908310	ROADWATCH 3
Registration Number:	3268437	ROADWATCH SS ROADWATCH SAFETY SYSTEM
Registration Number:	2595106	LIGHTWASH
Registration Number:	3715599	BOSTROM SIGNATURE SERIES
Registration Number:	3715601	BOSTROM SIGNATURE SERIES PATRIOT
Registration Number:	869304	THINLINE
Registration Number:	2170890	BOSTROM SEATING
Registration Number:	869972	VIKING-T-BAR
Registration Number:	875351	BOSTROM
Registration Number:	871174	BOSTROM
Registration Number:	638335	BOSTROM
Registration Number:	2077822	PARABAR II
Registration Number:	2818104	LIBERTY I BOSTROM
Registration Number:	2959076	LIBERTY

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 3016380511  
Email: ipresearchplus@comcast.net  
Correspondent Name: IP Research Plus, Inc.  
Address Line 1: 21 Tadcaster Circle  
Address Line 2: Attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	36946
NAME OF SUBMITTER:	Penelope J.A. Agodoa

/pja/

Date:

05/17/2011

**Total Attachments: 13**

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***TRADEMARK SECURITY AGREEMENT***

**dated as of**

**April 26, 2011**

**by and among**

**COMMERCIAL VEHICLE GROUP, INC.,  
and  
THE SUBSIDIARIES NAMED HEREIN,  
*as Grantors***

**and**

**U.S. BANK NATIONAL ASSOCIATION,  
*in its capacity as Collateral Agent,  
referred to herein as Secured Party***

**THE LIEN CREATED BY THIS SECURITY AGREEMENT ON THE PROPERTY DESCRIBED HEREIN IS JUNIOR AND SUBORDINATE TO THE LIEN ON SUCH PROPERTY CREATED BY ANY SIMILAR INSTRUMENT NOW OR HEREAFTER GRANTED TO THE FIRST PRIORITY REPRESENTATIVE AND ITS SUCCESSORS AND ASSIGNS, IN SUCH PROPERTY, IN ACCORDANCE WITH THE PROVISIONS OF THAT CERTAIN INTERCREDITOR AGREEMENT DATED AS OF APRIL 26, 2011 AMONG BANK OF AMERICA, N.A., AS FIRST PRIORITY REPRESENTATIVE AND FIRST PRIORITY COLLATERAL AGENT, U.S. NATIONAL BANK ASSOCIATION, AS SECOND LIEN AGENT AND THE LOAN PARTIES REFERRED TO THEREIN, AS AMENDED FROM TIME TO TIME.**

### **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of April 26, 2011, 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 **U.S. BANK NATIONAL ASSOCIATION** as Collateral Agent (as defined below) for the Holders (as defined below) and the Trustee (as defined below) (herein in such capacity, together with its successors and permitted assigns, the “**Secured Party**”).

**WHEREAS**, CVG, the Domestic Subsidiaries and certain other Subsidiaries of CVG have entered into that certain Indenture, dated as of the date hereof, with U.S. Bank National Association, as trustee thereunder (in such capacity, the “**Trustee**”) and as collateral agent thereunder (in such capacity, the “**Collateral Agent**”) (herein, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Indenture**”), providing, subject to the terms and conditions thereof, for the issuance by CVG of certain notes (such notes, together with all other notes issued under the Indenture and notes issued in exchange therefor, the “**Notes**”) (the holders of the Notes (and their successors and permitted assigns) are herein called the “**Holders**”) for the benefit of, among others, the Grantors.

**WHEREAS**, to induce the Holders to purchase the Notes, 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 Secured Obligations (as defined in the Indenture).

**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 Holders to purchase the Notes from CVG, 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 Indenture or the Security Agreement (as defined in the Indenture).

**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 itself, as Collateral Agent and Trustee, and the Holders, a security interest in, and 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 term is defined in the Uniform Commercial Code of the State of New York) 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 12.02 of the Indenture (in the case of the Collateral Agent to the address provided for the Trustee in such section).

**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 of 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 Indenture or the Security Agreement may be exercised only to the extent that the exercise thereof does not violate any applicable law, and all such provisions of the Indenture and the Security 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, the Trustee and the Holders and their respective successors and assigns, and nothing herein or in the Indenture or any other Security Document or Note 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 Indenture or any other Security Document or Note Document.

**9. Termination and Release.** Subject to Section 11.02 of the Indenture, upon the termination or expiration of the Indenture and the other Note Documents and the full payment of all the Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted), the Secured Party's Liens and security interests in the Collateral created by this Agreement shall be automatically released. Upon the occurrence of an event pursuant to the Indenture or the Security 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 Indenture and Security Agreement.** This Agreement has been entered into by the Grantors and the Secured Party primarily for recording purposes as contemplated by the Indenture and the Security Agreement, each dated as of the date hereof, among the Grantors, as debtors or grantors, as applicable, and the Secured Party, as Collateral Agent for the benefit of itself, as Collateral Agent and Trustee, and the Holders, 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 the Indenture or the Security Agreement, the terms and provisions of the Indenture or the Security Agreement, as applicable, 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 New York, 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.**

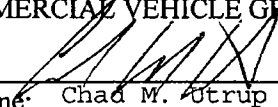
**14. Intercreditor Agreement.** All rights and remedies of the Secured Party hereunder, the Liens, the security interests and all obligations of the Grantors hereunder are subject in all respects to the terms, provisions, conditions and limitations of the Intercreditor Agreement and in the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control. The parties hereto agree that the security interests granted hereby shall be automatically and unconditionally released with no further consent or action of any Person as, when and to the extent set forth in Section 4.2 of the Intercreditor Agreement.

*[Signatures on Following Page]*

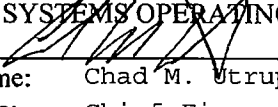
IN WITNESS WHEREOF, the Grantors and the Collateral Agent have caused this Security Agreement to be duly executed as of the day and year first above written.

GRANTORS:

COMMERCIAL VEHICLE GROUP, INC.

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

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

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

[Signature Page to Trademark Security Agreement]

[[3275534]]

**TRADEMARK**  
**REEL: 004543 FRAME: 0010**

COLLATERAL AGENT:

U.S. BANK NATIONAL ASSOCIATION,  
as Collateral Agent

By Donald T. Hurrelbrink

Name: Donald T. Hurrelbrink  
Title: Vice President



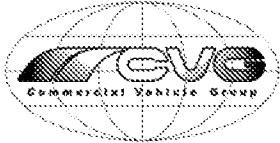

[Signature Page to Trademark Security Agreement]

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TRADEMARK  
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**Schedule A**

**COMMERCIAL VEHICLE GROUP, INC.**


Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Record Owner
USA	(Design Only) 	77/351408 12/13/2007	3563355 01/20/2009	Commercial Vehicle Group, Inc.
USA	MOTO MIRROR	75/274146 04/14/1997	2171097 07/07/1998	Commercial Vehicle Group, Inc.
USA	MOTO MIRROR PLUS 	75/225022 01/13/1997	2185420 09/01/1998	Commercial Vehicle Group, Inc.
USA	CVG COMMERCIAL VEHICLE GROUP 	78/380087 03/08/2004	3108626 06/27/2006	Commercial Vehicle Group, Inc.
USA	MOTO MIRROR PLUS & Design 	75/225022 01/13/1997	2185420 09/01/1998	Commercial Vehicle Group, Inc.

**MAYFLOWER VEHICLE SYSTEMS, LLC**

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

**MONONA WIRE CORPORATION**


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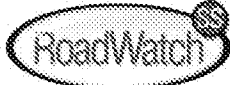
Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Record Owner
USA	MWC 	76/170439 11/22/2000	2644034 10/29/2002	Monona Wire Corporation

### NATIONAL SEATING COMPANY

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Record Owner
USA	EASY AIRE	77/767410 06/24/2009	3823895 07/27/2010	National Seating Company
USA	CUSH-N-AIRE	73/510052 11/23/1984	1340589 06/11/1985	National Seating Company
USA	CHUGGER SNUBBER	72/379153 12/21/1970	0933827 05/16/1972	National Seating Company
USA	ROAD SCAN AND DESIGN	77/9942121 02/23/2010	3856398 10/05/2010	National Seating Company
USA	ROAD SCAN	77/942,224 02/23/2010	3856402 10/05/2010	National Seating Company

### SPRAGUE DEVICES, INC.

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Record Owner
USA	AIR-PUSH	72/315270 12/26/1968	0876384 09/09/1969	Sprague Devices, Inc.
USA	SPRAGUE DEVICES	74/165295 05/10/1991	1727180 10/27/1992	Sprague Devices, Inc.
USA	M3 CLUTCH	74/528750 05/24/1994	1911257 08/15/1995	Sprague Devices, Inc.
USA	ROADWATCH	75/093148 04/23/1996	2159429 05/19/1998	Sprague Devices, Inc.
USA	SPRA-KLEER	75/633885 02/04/1999	2323981 02/29/2000	Sprague Devices, Inc.
USA	ROADWATCH 	78/060174 04/24/2001	2664644 12/17/2002	Sprague Devices, Inc.
USA	CAMERAWASH	78/250480 05/15/2003	2890577 09/28/2004	Sprague Devices, Inc.
USA	ROADWATCH 3	78/250521 05/15/2003	2908310 12/07/2004	Sprague Devices, Inc.

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Record Owner
USA	ROADWATCH SS ROADWATCH SAFETY SYSTEM  <i>Roadwatch Safety System</i>	78/974111 09/14/2006	3268437 07/24/2007	Sprague Devices, Inc.
USA	LIGHTWASH	75/878069 12/21/1999	2595106 07/16/2002	Sprague Devices, Inc.

### CVG ALABAMA, LLC

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Record Owner
USA	BOSTROM SIGNATURE SERIES	76/686690 02/11/2008	3715599 11/24/2009	CVG Alabama, LLC
USA	BOSTROM SIGNATURE SERIES PATRIOT	76/688136 03/28/2008	3715601 11/24/2009	CVG Alabama, LLC
USA	THINLINE	72/301657 06/28/1968	0869304 05/13/1969	CVG Alabama, LLC
US	BOSTROM SEATING	75/210932 12/10/1996	2170890 07/7/1998	CVG Alabama, LLC
US	VIKING-T-BAR	72/301,376 06/25/1968	0869972 05/27/1969	CVG Alabama, LLC
US	BOSTROM	72/291452 02/19/1968	0875351 08/19/1969	CVG Alabama, LLC
US	BOSTROM	72/291792 02/23/1968	0871174 06/17/1969	CVG Alabama LLC
US	BOSTROM & Design	72/002279 02/08/1956	0638335 12/11/1956	CVG Alabama, LLC
US	PARABAR II	74/509868 04/07/1994	2077822 07/8/1997	CVG Alabama, LLC
US	LIBERTY I BOSTROM	76/400871 4/25/2002	2818104 02/24/2004	CVG Alabama, LLC
US	LIBERTY	76/545873 9/22/2003	2959076 06/07/2005	CVG Alabama, LLC