

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
International Automotive Components Group North America, Inc., a Delaware Corporation		06/03/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York Mellon, as Collateral Agent
Street Address:	101 Barclay Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Bank: NEW YORK

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	3402882	ACTWEB
Registration Number:	2949432	ACT
Registration Number:	2924043	ACTFIBER
Registration Number:	3032736	ACTFOAM
Registration Number:	3828823	SILENT SOLUTIONS
Registration Number:	2567851	TUFLOR
Serial Number:	85117557	DEEPCLEAR
Serial Number:	85032848	ECOBAC
Serial Number:	77598254	ECOBLEND
Serial Number:	77966779	INTERCEPT
Serial Number:	85064373	SAFE-TEC
Serial Number:	77513848	SILENT SOLUTIONS
Serial Number:	77720273	UREFORM

OP \$340.00 3402882

CORRESPONDENCE DATA

Fax Number: (212)656-1342
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-701-3365
Email: david.adams@thomsonreuters.com
Correspondent Name: Sakina Karkat
Address Line 1: 80 Pine Street
Address Line 2: Cahill Gordon & Reindel LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams TR/
Date:	06/07/2011

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2011, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of The Bank of New York Mellon, as collateral agent (in such capacity, together with its successors and permitted assigns, “Collateral Agent”) for the Lenders and the other Secured Parties (as defined in the Indenture referred to below).

WITNESSETH:

WHEREAS, pursuant to the Indenture dated as of June 3, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Indenture”) among International Automotive Components Group, S.A., as Issuer, International Automotive Components Group North America, Inc., and Holdings, as U.S. Guarantors, each of the other Guarantors and affiliates of the Issuer from time to time party thereto and The Bank of New York Mellon, as Trustee and Collateral Agent for the Secured Parties, the Holders of the Notes have severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to the Indenture and the Note Guarantees, to guarantee the Obligations (as defined in the Indenture) of the Issuer and to secure such guaranteed Obligations pursuant to a Third Lien U.S. Security Agreement of even date herewith in favor of Collateral Agent (the “U.S. Security Agreement”); and

WHEREAS, all of the Grantors are party to the U.S. 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 Collateral Agent to enter into the Indenture and to induce the Holders of the Notes to purchase the Notes, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the U.S. Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties Security 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) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the U.S. Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS TRADEMARK SECURITY AGREEMENT WITHOUT GIVING REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

[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.

Very truly yours,

INTERNATIONAL AUTOMOTIVE
COMPONENTS GROUP NORTH AMERICA, INC.
as Grantor

By: 

Name: James K. Kamsickas
Title: President

[Signature Page - Trademark Security Agreement]

TRADEMARK
REEL: 004555 FRAME: 0885

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NEW YORK MELLON
as Collateral Agent

By: 

Name: CATHERINE F. DONOHUE
Title: VICE PRESIDENT

[Signature Page - Trademark Security Agreement]

TRADEMARK
REEL: 004555 FRAME: 0886

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

No.	Mark	Serial No.	Filed	Reg. No.	Reg. Date	Owner	Registrant
1.	ACTWEB	78324056	11/06/03	3402882	03/25/08	International Automotive Components Group North America, Inc.	
2.	ACT (word & design)	78045669	1/30/01	2949432	5/10/05	International Automotive Components Group North America, Inc.	Collins & Aikman Products Co.
3.	ACTFIBER	78045876	1/31/01	2924043	2/1/05	International Automotive Components Group North America, Inc.	Collins & Aikman Products Co.
4.	ACTFOAM	78045862	1/31/01	3032736	12/20/05	International Automotive Components Group North America, Inc.	Collins & Aikman Products Co.
5.	SILENT SOLUTIONS	77463938	05/02/08	3828823	08/03/10	International Automotive Components Group North America, Inc.	
6.	TUFLOR	75661803	3/17/99	2567851	5/7/02	International Automotive Components Group North America, Inc.	Collins & Aikman Products Co.

B. TRADEMARK APPLICATIONS

No.	Mark	Serial No.	Filed	Owner
1.	DeepClear	85117557	08/27/10	International Automotive Components Group North America, Inc.
2.	ECOBAC	85032848	05/07/10	International Automotive Components Group North America, Inc.

3.	ECOBLEND	77598254	10/22/08	International Automotive Components Group North America, Inc.
4.	INTERCEPT	77966779	03/24/10	International Automotive Components Group North America, Inc.
5.	Safe-TEC	85064373	06/16/10	International Automotive Components Group North America, Inc.
6.	SILENT SOLUTIONS (stylized and/or with design)	77513848	07/02/08	International Automotive Components Group North America, Inc.
7.	UREFORM	77720273	04/23/09	International Automotive Components Group North America, Inc.