

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sage Automotive Interiors, Inc.		05/06/2011	CORPORATION: SOUTH CAROLINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wells Fargo Capital Finance, LLC, as Agent		
<b>Street Address:</b>	2450 Colorado Avenue, Ste 3000 West		
<b>City:</b>	Santa Monica		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90404		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3874538	SAGE AUTOMOTIVE INTERIORS	
Registration Number:	3858094	SAGE AUTOMOTIVE INTERIORS	
Registration Number:	2641092	FXC	
Registration Number:	2750289	FXC	
Registration Number:	2803535	MEZZIO	
Registration Number:	2286372	MFLEX	
Registration Number:	3240743	NO STAINS. NO SMELLS. NO WORRIES.	
Registration Number:	3277697	NO STAINS. NO SMELLS. NO WORRIES.	
Registration Number:	2104460	PREFERRED SUEDE	
Registration Number:	2989277	PREFERRED SUEDE	
Registration Number:	2499063	PS	
Registration Number:	3030479	YES ESSENTIALS	
Registration Number:	3061093	YES ESSENTIALS	
Serial Number:	77791997	SAGE GLOBAL AUTOMOTIVE	

**CH \$365.00 3874538**

**TRADEMARK**

**CORRESPONDENCE DATA**

Fax Number: (949)720-0182  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: (949) 224-6291  
Email: trademark@buchalter.com  
Correspondent Name: Farah P. Bhatti, Esq.  
Address Line 1: 18400 Von Karman Avenue, Suite 800  
Address Line 4: Irvine, CALIFORNIA 92612

ATTORNEY DOCKET NUMBER:	F6384-1318
NAME OF SUBMITTER:	Farah P. Bhatti, Esq.
Signature:	/Farah P. Bhatti/
Date:	06/27/2011

**Total Attachments: 9**  
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Anything herein to the contrary notwithstanding, the Liens securing the obligations evidenced by this Security Agreement, the exercise of any right or remedy with respect hereto, and certain of the rights of the holder hereof are subject to the provisions of the Intercreditor Agreement dated as of May 6, 2011 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), by and between WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company, as Working Capital Agent, and ABLECO FINANCE LLC, a Delaware corporation, as Term Loan Agent. In the event of any conflict between the terms of the Intercreditor Agreement and this Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

### **TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this "Trademark Security Agreement") dated as of May 6, 2011, among the Persons listed on the signature pages hereof as Grantors (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **WELLS FARGO CAPITAL FINANCE, LLC**, a Delaware limited liability company ("WFCF"), as Agent (as defined in the Credit Agreement referred to below).

### **WITNESSETH:**

WHEREAS, pursuant to that certain Credit Agreement of dated May 6, 2011 (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the "Credit Agreement") by and among SAGE AUTOMOTIVE HOLDINGS, INC., a Delaware corporation ("Parent"), SAGE AUTOMOTIVE INTERIORS, INC., a South Carolina corporation (the "Borrower" and together with each other Subsidiary of Parent that executes a joinder to the Credit Agreement as a borrower thereunder, collectively, "Borrowers"), each of the other Borrowers from time to time party thereto, the Lenders (as defined therein) party thereto, WFCF, as Agent, the Lender Group has agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Providers, that certain Security Agreement, dated as of May 6, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All initially capitalized terms used but not otherwise defined

herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of the Lender Group and the Bank Product Providers, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

- a. all of its Trademarks including those referred to on Schedule I except any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of or render void or result in the cancellation of, any registration issued as a result of such intent-to-use trademark applications under applicable law, provided that upon submission and acceptance by the PTO of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Collateral;
- b. all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and
- c. all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any Intellectual Property License, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the

Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. TERMINATION. This Trademark Security Agreement shall terminate automatically upon termination of the Security Agreement.

7. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

8. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment or payment in full of the Secured Obligations shall mean the repayment of the Secured Obligations (other than unasserted contingent indemnification Obligations) in Dollars in full in cash or immediately available funds (or, (a) in the case of contingent reimbursement obligations with respect to Letters of Credit, providing

Letter of Credit Collateralization, and (b) in the case of Obligations with respect to Bank Products (other than Hedge Obligations), providing Bank Product Collateralization) of all such Secured Obligations (including the payment of any termination amount then applicable (or which would become applicable upon repayment of such other Secured Obligations) under Hedge Agreements provided by Hedge Providers) other than (i) unasserted contingent indemnification Secured Obligations, (ii) any Bank Product Obligations (other than Hedge Obligations) that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding without being required to be repaid or cash collateralized, and (iii) any Hedge Obligations that, at such time, are allowed by the applicable Hedge Provider to remain outstanding without being required to be repaid. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.


9. THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

10. THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 10.

11. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS TRADEMARK SECURITY AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

**SAGE AUTOMOTIVE INTERIORS, INC.,**  
a South Carolina corporation

By:   
Name: David Gable  
Title: Chief Financial Officer

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004570 FRAME: 0646**

**AGENT:**

**WELLS FARGO CAPITAL FINANCE, LLC,**  
a Delaware limited liability company, as Agent

By: 

Name: Peter Possemato

Title: Director

Trademark Security Agreement

**TRADEMARK**  
**REEL: 004570 FRAME: 0647**



**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration No.</b>
Sage Global Automotive (word)	US	77/791,997	7/29/2009		
Sage Automotive Interiors	US	77/791,975	7/29/2009	3,874,538	11/9/2010
Sage Automotive Interiors (and Design)	US	77/833,819	9/24/2009	3,858,094	10/5/2010
Sage Global Automotive	Brazil	830523839	1/29/2010		
Sage Automotive Interiors	Brazil	830524096	1/29/2010		
Sage Automotive Interiors (and Design)	Brazil	830523804	1/29/2010		
Sage Global Automotive	Mexico	1063894	1/29/2010	1,183,451	1/29/2010
Sage Automotive Interiors	Mexico	1063895	1/29/2010	1,177,229	1/21/2010
Sage Automotive Interiors (and Design)	Mexico	1063893	1/29/2010	1,183,233	1/29/2010
Sage Global Automotive	Canada	1466449	1/21/2010		
Sage Automotive Interiors	Canada	1466450	1/21/2010		
Sage Automotive Interiors (and Design)	Canada	1466453	1/21/2010		
Sage Global Automotive	China		1/22/2010		
Sage Automotive Interiors	China		1/22/2010		
Sage Automotive Interiors (and Design)	China		1/22/2010		
Sage Global Automotive	Europe	008812943	1/15/2010	008812943	7/5/2010
Sage Automotive Interiors	Europe	008812885	1/15/2010	008812885	
Sage Automotive Interiors (and Design)	Europe	008812836	1/15/2010	008812836	
Sage Global Automotive	Japan	2020-005549	1/28/2010	5,343,747	8/6/2010
Sage Automotive Interiors	Japan	2010-005550	1/28/2010	5,343,748	8/6/2010
Sage Automotive Interiors (and Design)	Japan	2010-021654	3/19/2010	5,349,679	8/27/2010
Sage Global Automotive	Korea	40-2010-0002078	1/14/2010		
Sage Automotive Interiors	Korea	40-2010-0002079	1/14/2010		
Sage Automotive Interiors (and Design)	Korea	40-2010-0002081	1/14/2010		
FXC	US	78/058,969	4/18/2001	2,641,092	10/22/2002

Schedule I to  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 004570 FRAME: 0648**

Mark	Country	Serial No.	Filing Date	Registration No.	Registration No.
FXC (and Design)	US	78/114,552	3/13/2002	2,750,289	8/12/2003
Mezzio	US	78/073,829	7/13/2001	2,803,535	1/6/2004
Mflex	US	75/383,246	11/3/1997	2,286,372	10/12/1999
No stains, No smells, no worries	US	78/779,546	12/22/2005	3,240,743	5/8/2007
No stains, no smells, no worries	US	78/779,526	12/22/2005	3,277,697	5/8/2007
Preferred Suede	US	75/181,518	10/15/1996	2,104,460	10/7/1997
Preferred Suede	US	78/405,387	4/21/2004	2,989,277	8/30/2005
PS (and Design)	US	75/906,938	1/31/2000	2,499,063	10/16/2001
Yes Essentials	US	78/390,038	3/24/2004	3,030,479	12/13/2005
Yes Essentials	US	78/390,050	3/24/2004	3,061,093	2/21/2006
Autotex	German			2,025,975	8/15/1991
Autotex	Romania			61,713	5/26/2004
Autotex SA	German			596,386	11/25/1992
Autotex SA	Italy			378,412	9/23/1999
Preferred Suede	Canada			617,995	8/30/2004
Preferred Suede	China			4,026,871	10/7/2007
Preferred Suede	Japan			4,828,499	12/24/2004
Preferred Suede	Korea			0624592	7/12/2005
Preferred Suede	Mexico			834,501	5/28/2004
Yes Essentials	Argentina			2,719,996	12/26/2007
Yes Essentials	Argentina			2,719,997	12/26/2007
Yes Essentials	Australia			1,233,074	2/5/2008
Yes Essentials	Canada			703,329	12/18/2007
Yes Essentials	European			003807302	4/29/2004
Yes Essentials	Japan			4,831,046	1/7/2005
Yes Essentials	Korea			644,668	12/26/2005
Yes Essentials	Mexico			970,510	1/29/2007
Yes Essentials	Mexico			932,941	4/28/2006
No Stains, No Smells, No Worries	European			005547567	12/12/2006
No Stains, No Smells, No Worries	Japan			2006-115574	12/14/2006
No Stains, No Smells, No Worries	Japan			2006-115575	12/14/2006
No Stains, No Smells, No Worries	Korea			40-2006-63385	12/14/2006
No Stains, No Smells, No Worries	Korea			40-2006-63146	12/14/2006

Schedule I to  
Trademark Security Agreement

**TRADEMARK**  
**REEL: 004570 FRAME: 0649**

<b>Mark</b>	<b>Country</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration No.</b>
Yes Essentials	Brazil			828,896,445	12/18/2006
Yes Essentials	Brazil			828896437	12/18/2006
Yes Essentials	Venezuela			29091/2006	12/13/2006
Yes Essentials	Venezuela			29092/2006	12/13/2006

Schedule I to  
Trademark Security Agreement