

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Trust Company, N.A.	FORMERLY BNY Midwest Trust Company	02/22/2012	N.A.: NEW YORK
RECEIVING PARTY DATA			
Name:	MSX International, Inc.		
Street Address:	1950 Concept Drive		
City:	Warren		
State/Country:	MICHIGAN		
Postal Code:	48091		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2224655	MSX INTERNATIONAL	
Registration Number:	2320235	MSX INTERNATIONAL	
Registration Number:	2644915	MSX INTERNATIONAL	
Registration Number:	2644916	MSX INTERNATIONAL	
Registration Number:	2390480	SMARTSIZE YOUR WORK FORCE	
Registration Number:	2511471	APPLYING TECHNOLOGY. DELIVERING RESULTS.	
Registration Number:	2681980	B2BBUYER	
Registration Number:	2755172	TOTAL VALUE PARTNERSHIP	
Registration Number:	2849856	B2BBUYER	
CORRESPONDENCE DATA			
Fax Number:	(215)655-2286		
Phone:	2159942286		
Email:	jacob.bishop@dechert.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent</i>			

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via US Mail.

Correspondent Name: Jacob Bishop
Address Line 1: Dechert LLP
Address Line 2: Cira Centre, 2929 Arch Street
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	317314
NAME OF SUBMITTER:	Jacob Bishop
Signature:	/Jacob Bishop/
Date:	03/12/2012

Total Attachments: 4

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RELEASE OF SECURITY INTEREST

THIS RELEASE OF SECURITY INTEREST having an effective date of February 22, 2012 by The Bank of New York Mellon Trust Company, N.A. (f/k/a BNY Midwest Trust Company) ("Trustee"), in favor of MSX International, Inc. ("Grantor").

WHEREAS, Grantor and Trustee are parties to a certain Trademark Security Agreement dated as of June 6, 2006 (the "Security Agreement"), and recorded in the United States Patent and Trademark Office on March 30, 2007 and recorded at Reel 3554, Frame 0961 under which Grantor granted Trustee a security interest in trademark collateral including but not limited to the trademark registrations and trademark applications listed on Schedule A attached hereto (the "Trademark Collateral"); and

WHEREAS, Grantor has requested that Trustee release the security interest to the Trademark Collateral.

WHEREAS, Trustee desires to assign, release, terminate, discharge, grant, convey, deliver and transfer its continuing security interest in all of the Trademark Collateral to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Trustee hereby terminates, releases and discharges fully its lien on, and security interest in and to, all of the right, title and interest of the Grantor in, to and under the Trademark Collateral and reassigns and transfers any and all interest that Trustee may have in the Trademark Collateral to the Grantor.

Trustee further agrees to execute and deliver to Grantor any and all further documents and instruments, and do any and all further acts which Grantor (or its agents or designees) reasonably request (at Grantor's sole cost and expense) in order to confirm this Release of Security Interest and Grantor's right, title, and interest in and to the Trademark Collateral.

[Signature Page Follows]

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

The Bank of New York Mellon Trust Company,
N.A.

By: 

Name: R. Tamas
Vice President

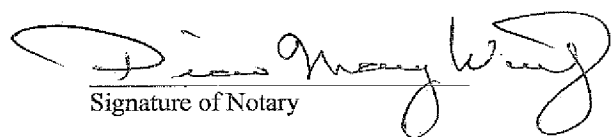
Title: _____

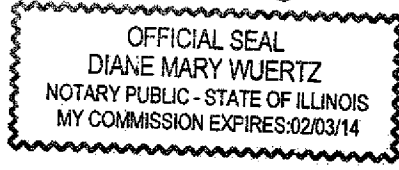
[Signature Page to Trademark Security Release]

STATE OF ILLINOIS
COOK)
)ss:
COUNTY OF _____)

On this 27th day of February, 2012, _____, before me the undersigned, a Notary Public for the state of Illinois, personally appeared R. Tamas, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.


Signature of Notary



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**SCHEDULE A
Trademark Collateral**

- 1** **Serial #:** 75194961 **Filing Dt:** 11/08/1996 **Reg #:** 2224655 **Reg. Dt:** 02/16/1999
Mark: MSX INTERNATIONAL

- 2** **Serial #:** 75447227 **Filing Dt:** 03/09/1998 **Reg #:** 2320235 **Reg. Dt:** 02/22/2000
Mark: MSX INTERNATIONAL

- 3** **Serial #:** 75632286 **Filing Dt:** 01/29/1999 **Reg #:** 2644915 **Reg. Dt:** 11/05/2002
Mark: MSX INTERNATIONAL

- 4** **Serial #:** 75632287 **Filing Dt:** 01/29/1999 **Reg #:** 2644916 **Reg. Dt:** 11/05/2002
Mark: MSX INTERNATIONAL

- 5** **Serial #:** 75681426 **Filing Dt:** 04/13/1999 **Reg #:** 2390480 **Reg. Dt:** 09/26/2000
Mark: SMARTSIZE YOUR WORK FORCE

- 6** **Serial #:** 75681427 **Filing Dt:** 04/13/1999 **Reg #:** 2511471 **Reg. Dt:** 11/27/2001
Mark: APPLYING TECHNOLOGY. DELIVERING RESULTS

- 7** **Serial #:** 75814693 **Filing Dt:** 10/04/1999 **Reg #:** 2681980 **Reg. Dt:** 01/28/2003
Mark: B2BBUYER

- 8** **Serial #:** 76323865 **Filing Dt:** 10/11/2001 **Reg #:** 2755172 **Reg. Dt:** 08/26/2003
Mark: TOTAL VALUE PARTNERSHIP

- 9** **Serial #:** 76391772 **Filing Dt:** 03/19/2002 **Reg #:** 2849856 **Reg. Dt:** 06/01/2004
Mark: B2BBUYER

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