

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ENTIRE SOLUTIONS, LLC		09/28/2012	LIMITED LIABILITY COMPANY: DELAWARE
KELSEY-HAYES COMPANY		09/28/2012	CORPORATION: DELAWARE
TRW INTELLECTUAL PROPERTY CORP.		09/28/2012	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	JPMORGAN CHASE BANK, N.A. as Collateral Agent
Street Address:	270 PARK AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	3051280	ENTIRE SOLUTION
Registration Number:	1893462	
Registration Number:	1645137	EBC
Registration Number:	814337	KELSEY-HAYES
Registration Number:	800213	KH
Registration Number:	1105473	ROSS
Registration Number:	0751965	ROSS
Registration Number:	1480453	TRW
Registration Number:	1443834	TRW
Registration Number:	1061135	TRW
Registration Number:	1098547	TRW

OP \$315.00 3051280

Registration Number:

1052293

TRW

CORRESPONDENCE DATA

Fax Number:

8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone:

301-638-0511

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:

38288

NAME OF SUBMITTER:

Penelope J.A. Agodoa

Signature:

/pja/

Date:

12/21/2012

Total Attachments: 11

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Additional Conveying Party(ies):

KELSEY-HAYES COMPANY, a Delaware Corporation
TRW INTELLECTUAL PROPERTY CORP., a Michigan Corporation

TRADEMARK SECURITY AGREEMENT, dated as of September 28, 2012, among TRW AUTOMOTIVE HOLDINGS CORP., a Delaware corporation ("Holdings"), TRW AUTOMOTIVE INC. (f/k/a TRW Automotive Acquisition Corp.), a Delaware corporation (the "U.S. Borrower"), the Grantors listed on Schedule I hereto (the "Grantors") and JPMORGAN CHASE BANK, N.A. ("JPMCB"), as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Eighth Amended and Restated Credit Agreement dated as of September 28, 2012 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Holdings, the U.S. Borrower, the Foreign Subsidiary Borrowers party thereto, the Lenders party thereto (the "Lenders"), JPMCB, as Administrative Agent and Collateral Agent and Bank of America, N.A., as Syndication Agent and (b) the Amended and Restated U.S. Guarantee and Collateral Agreement dated as of September 28, 2012 (as amended, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement"), among Holdings, the U.S. Borrower, TRW Automotive Finance (Luxembourg) S.à r.l ("Finco"), each other subsidiary of the U.S. Borrower identified therein and the Collateral Agent.

The Lenders have agreed to extend credit to the U.S. Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Grantors are affiliates of the U.S. Borrower, will derive substantial benefits from the extension of credit to the U.S. Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement. The rules of construction specified in Section 1.01 of the U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the U.S. Collateral Agreement, each Grantor did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademarks"):

(a) all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or

hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II;

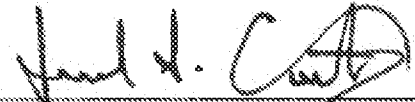
- (b) all goodwill associated therewith or symbolized thereby; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the U.S. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademarks are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

SECTION 4. GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

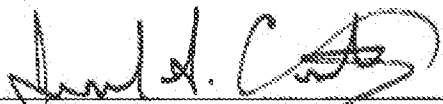
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRW AUTOMOTIVE HOLDINGS CORP.,

by 


Name: Joseph S. Cantie
Title: Executive Vice President and
Chief Financial Officer

TRW AUTOMOTIVE INC.,

by 

Name: Joseph S. Cantie
Title: Executive Vice President and
Chief Financial Officer

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by 

Name: Joseph S. Cantie
Title: Vice President and Chief
Financial Officer

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by

Name: Richard W. Duker
Title: Managing Director

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRW AUTOMOTIVE HOLDINGS CORP.,

by

.....
Name:

Title:

TRW AUTOMOTIVE INC.,

by

.....
Name: Joseph S. Cantie

Title: Executive Vice President and
Chief Financial Officer

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

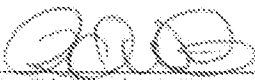
by

.....
Name:

Title:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by


.....
Name: Richard W. Duker

Title: Managing Director

[TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004927 FRAME: 0087

Grantors

EnTire Solutions, LLC
Kelsey-Hayes Company
TRW Intellectual Property Corp.

Trademarks

Registered Owner	Trademark	Reg. No.	Reg. Date	Classes	Renewal Due	Country
EnTire Solutions, LLC	ENTIRE SOLUTION	3051280	24 Jan 2006	09	24 Jan 2016	United States Of America

Registered Owner	Trademark	Reg. No.	Reg.Date	Classes	Renewal Due	Country
Kelsey-Hayes Company	CIRCLE DESIGN	1893462	09 May 1995	09;12	09 May 2015	United States Of America
Kelsey-Hayes Company	EBC	1645137	21 May 1991	12	21 May 2021	United States Of America
Kelsey-Hayes Company	KELSEY-HAYES	814337	06 Sep 1966	19	06 Sep 2016	United States Of America
Kelsey-Hayes Company	KH	800213	14 Dec 1965	19	14 Dec 2015	United States Of America

Registered Owner	Trademark	Reg. No.	Reg.Date	Classes	Renewal Due	Country
TRW Intellectual Property Corp.	ROSS (Script)	1105473	07 Nov 1978	07;12	07 Nov 2018	United States Of America
TRW Intellectual Property Corp.	ROSS (Script)	0751965	02 Jul 1963	12	02 Jul 2013	United States Of America
TRW Intellectual Property Corp.	TRW (Beam Logo)	1480453	15 Mar 1988	09;12	15 Mar 2018	United States Of America
TRW Intellectual Property Corp.	TRW (Beam Logo)	1443834	23 Jun 1987	09;20	23 Jun 2017	United States Of America
TRW Intellectual Property Corp.	TRW (Block)	1061135	15 Mar 1977	07	15 Mar 2017	United States Of America
TRW Intellectual Property Corp.	TRW (Block)	1098547	08 Aug 1978	12	08 Aug 2018	United States Of America
TRW Intellectual Property Corp.	TRW (Block)	1052293	09 Nov 1976	08	09 Nov 2016	United States Of America
TRW Intellectual Property Corp.	TRW (white beam logo on red background)			09;12;12_cont		United States Of America
TRW Intellectual Property Corp.	TRW COGNITIVE SAFETY SYSTEMS	3892610	21 Dec 2010	09;12	26 Jan 2019	United States Of America