900242112 12/21/2012

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		109/28/2012	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	КН
Registration Number:	1105473	ROSS
Registration Number:	0751965	ROSS
Registration Number:	1480453	TRW
Registration Number:	1443834	TRW
Registration Number:	1061135	TRW
Registration Number:	1098547	TRW
		TDADEMARK

REEL: 004927 FRAME: 0080

TRADEMARK "

Registration Number: 1052293 TRW **CORRESPONDENCE DATA** 8668265420 Fax Number: 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 38288 ATTORNEY DOCKET NUMBER: NAME OF SUBMITTER: Penelope J.A. Agodoa Signature: /pja/ 12/21/2012 Date: Total Attachments: 11 source=38288#page1.tif source=38288#page2.tif source=38288#page3.tif source=38288#page4.tif source=38288#page5.tif source=38288#page6.tif source=38288#page7.tif source=38288#page8.tif source=38288#page9.tif source=38288#page10.tif source=38288#page11.tif

Form **PTO-1594** (Rev. 07/05) OMB Collection 0651-0027 (exp. 6/30/2008)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY					
To the Director of the U. S. Patent and Trademark Office: Plea	se record the attached documents or the new address(es) below.				
Name of conveying party(ies): ENTIRE SOLUTIONS, LLC	2. Name and address of receiving party(ies) Additional names, addresses, or citizenship attached? Yes No Name: JPMORGAN CHASE BANK, N.A., as Collateral Agent				
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation- State: ☐ Other LLC ☐ Citizenship (see guidelines) Delaware ☐ Additional names of conveying parties attached? ☐ Yes ☐ No 3. Nature of conveyance)/Execution Date(s): ☐ Execution Date(s) September 28, 2012 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☐ Other ☐ Other ☐ Application number(s) or registration number(s) and A. Trademark Application No.(s) PLEASE SEE ATTACHED SCHEDULE	Internal Address: Street Address: 270 Park Avenue City: NEW YORK State: NY Country: USA General Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship Other Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)				
C. Identification or Description of Trademark(s) (and Filing	PLEASE SEE ATTACHED SCHEDULE Additional sheet(s) attached? Yes No Date if Application or Registration Number is unknown):				
5. Name & address of party to whom correspondence concerning document should be mailed: Name: _IP Research Plus	6. Total number of applications and registrations involved:				
Internal Address: Attn: Penelope J.A. Agodoa Street Address:21 Tadcaster Circle	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$				
City:Waldorf	8. Payment Information:				
State: MD Zip: 20602 Phone Number: 301-638-0511 Fax Number: 866-826-5420 Email Address: orders@ipresearchplus.com	a. Credit Card Last 4 Numbers Expiration Date b. Deposit Account Number Authorized User Name				
9. Signature: October 18, 2012 Date DongHwa Kim Name of Person Signing October 18, 2012 Total number of pages including cover sheet, attachments, and document:					

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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. <u>Terms.</u> 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

[[3370269]]

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. <u>GOVERNING LAW.</u> 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,

ď

Name: Joseph S. Cantie

Title: Vice President and Chief Financial Officer

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

bу

Name: Richard W. Duker Title: Managing Director

REEL: 004927 FRAME: 0086

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	<i>y</i>
	Name:
	Title:
TRW	AUTOMOTIVE INC.,
ъ	/
	Name: Joseph S. Cantie
	Title: Executive Vice President and
	Chief Financial Officer
	H OF THE SUBSIDIARIES ED ON SCHEDULE I HERETO,
by	7
	Name:
	Title:
JPM(DRGAN CHASE BANK, N.A., as
	teral Agent,
by	
~~	′ /20(-

Title: Managing Director

Grantors

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

[[3370269]]

Schedule II

Trademarks

[[3370269]]

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

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

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

RECORDED: 12/21/2012