

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM314757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMORGAN CHASE BANK, N.A., as Existing Administrative Agent for the Lenders		08/21/2014	Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MSX International, Inc.		
<b>Street Address:</b>	One Detroit Center, 500 Woodward, Ste. 1950		
<b>City:</b>	Detroit		
<b>State/Country:</b>	MICHIGAN		
<b>Postal Code:</b>	48277		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2681980	B2BBUYER	
<b>Registration Number:</b>	2849856	B2BBUYER	
<b>Registration Number:</b>	3697687	B2BBUYER	
<b>Registration Number:</b>	3510395	THE SMART ALTERNATIVE	
<b>Serial Number:</b>	85390465	FUELED BY CHALLENGE. POWERING SUCCESS.	
<b>Serial Number:</b>	85485617	MSX INTERNATIONAL	
<b>Serial Number:</b>	85485626	MSX INTERNATIONAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123037064		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212.318.6824		
<b>Email:</b>	christinedionne@paulhastings.com		
<b>Correspondent Name:</b>	Christine Dionne c/o Paul Hastings LLP		
<b>Address Line 1:</b>	75 East 55th Street		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	78436.00149 (RELEASE)		
<b>NAME OF SUBMITTER:</b>	Christine Dionne		

CH \$190.00 2681980

<b>SIGNATURE:</b>	/Christine Dionne/
<b>DATE SIGNED:</b>	08/21/2014
<b>Total Attachments: 7</b> source=MSX Release of Patents and Trademark Security Interest (executed)#page1.tif source=MSX Release of Patents and Trademark Security Interest (executed)#page2.tif source=MSX Release of Patents and Trademark Security Interest (executed)#page3.tif source=MSX Release of Patents and Trademark Security Interest (executed)#page4.tif source=MSX Release of Patents and Trademark Security Interest (executed)#page5.tif source=MSX Release of Patents and Trademark Security Interest (executed)#page6.tif source=MSX Release of Patents and Trademark Security Interest (executed)#page7.tif	

## RELEASE OF PATENT AND TRADEMARK SECURITY INTEREST

WHEREAS, MSX International, Inc., a Delaware corporation (the "Borrower"), and/or the other Grantors (as defined in the Security Agreement), own patents, more particularly described on Schedule 1 annexed hereto and made a part hereof, and trademark registrations or applications, more particularly described on Schedule 2 annexed hereto and made a part hereof;

WHEREAS, reference is made to that certain Credit Agreement dated as of February 24, 2012 (as amended, supplemented, restated or otherwise modified from time to time, including any agreement entered into in replacement thereof, the "Credit Agreement"), among JPMorgan Chase Bank, N.A., a national banking association, in its capacity as Administrative Agent (the "Administrative Agent") for itself and the Lenders (as defined in the Credit Agreement) party from time to time party thereto, Lenders, and the Borrower;

WHEREAS, reference is also made to that certain Security Agreement dated as of February 24, 2012 (as amended, supplemented, restated or otherwise modified from time to time, including any agreement entered into in replacement thereof, the "Security Agreement") pursuant to which the Grantors (as defined in the Security Agreement, namely, MSX International, Inc., MSX-IHC, LLC, MSX International European (Holdings), L.L.C., MSX Americas, Inc., MSX International Platform Services, LLC, Pilot Computer Services, Incorporated, MSX International (Holdings), Inc., MSX International Dealernet Services, Inc., MSX International Strategic Technology, Inc., MSX International UK PLC, Megatech Engineering, Inc., Chelsea Computer Consultants, Inc., Management Resources International, Inc., Intranational Computer Consultants, Inc., and Millennium Computer Systems, Inc., collectively, the "Grantors") pledged, assigned, and granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in, among other assets, all patents and patent applications and all trademarks and trademark applications of each Grantor;

WHEREAS, reference is also made to that certain Patent and Trademark Security Agreement dated as of February 24, 2012, by the Grantors in favor of the Administrative Agent, on behalf of and for the benefit of the Secured Parties (the "Patent and Trademark Security Agreement");

WHEREAS, under the Patent and Trademark Security Agreement, the Grantors granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest in all of each Grantor's right, title and interest in, to and under all the Patent Collateral and Trademark Collateral (each as defined in the Patent and Trademark Security Agreement), including the patents and trademarks described on Schedule 1 and Schedule 2, respectively; and

WHEREAS, the Administrative Agent desires to terminate the Patent and Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Administrative Agent does hereby terminate the Patent and Trademark Security Agreement and the security interest in the Patent Collateral and Trademark Collateral evidenced by the Patent and Trademark Security Agreement dated as of February 24, 2012, and recorded in the U.S. Patent and Trademark Office on March 5, 2012 at Patent Reel 27808, Frame 0425, and Trademark Reel 4730, Frame 0802.

IN WITNESS WHEREOF, the Administrative Agent has caused this termination to be duly executed by its officer thereunto duly authorized as of the 11<sup>th</sup> day of August 2014.

JPMORGAN CHASE BANK, N.A., as Existing  
Administrative Agent for the Lenders

By: Joseph Bamberseki  
Name: JOSEPH BAMBERSEKI  
Title: VICE PRESIDENT

SCHEDULE I

PATENTS

Entity	Jurisdiction	Title	Application No.	Application Date	Patent No.	Issue Date
MSX International, Inc.	United States	Multi-position retractable vehicle roof	US19900511862	4/10/1990	US5078447 A	1/7/1992
MSX International, Inc.	United States	Vehicle top	US19930011156	7/28/1993	USD385845 S1	11/4/1997
MSX International, Inc.	United States	Automated fixture builder system <sup>1</sup>	US19980768498	12/18/1996	US5907489 A	5/25/1999
MSX International, Inc.	Japan	Multi-position retractable vehicle roof <sup>2</sup>	JP19910002031	1/11/1991	JP2860332 B2	2/24/1999

<sup>1</sup> Expired for non-payment on 5/25/2007

<sup>2</sup> This registration has been abandoned

SCHEDULE 2

TRADEMARKS

Mark	Country	Filed	App #	Reg #	Reg Date	Classes
B2BBUYER	UNITED STATES	10/04/1999	75/814,693	2,681,980	01/28/2003	035
B2BBUYER	UNITED STATES	03/19/2002	76/391,772	2,849,856	06/01/2004	035
B2BBUYER	UNITED STATES	08/20/2008	77/551,549	3,697,687	10/20/2009	035
THE SMART ALTERNATIVE	UNITED STATES	08/31/2007	76/681,603	3,510,395	10/07/2008	035, 041
MSX INTERNATIONAL	SOUTH KOREA	01/07/2008	330/2008	177760	11/26/2008	035, 036, 041
MSX INTERNATIONAL & DESIGN	SOUTH KOREA	01/07/2008	331/2008	176298	10/27/2008	035, 036, 041
MSX INTERNATIONAL	JAPAN	07/31/2008	2008-64329	5251599	07/24/2009	035, 036, 041
MSX INTERNATIONAL & DESIGN	JAPAN	07/31/2008	2008-64330	5251600	07/24/2009	035, 036, 041
THE SMART ALTERNATIVE	JAPAN	07/31/2008	2008-64331	5251601	07/24/2009	035, 041
MSX INTERNATIONAL	EUROPEAN UNION (CTM)	11/06/1996	403048	403048	01/21/1999	042
MSX INTERNATIONAL	EUROPEAN UNION (CTM)	11/18/1998	993121	993121	04/14/2000	035, 041, 042
MSX INTERNATIONAL & DESIGN	EUROPEAN UNION (CTM)	11/18/1998	1001049	1001049	07/03/2000	035, 041, 042
MS X INTERNATIONAL	CHINA	07/05/1999	na	1547815	03/28/2001	035
MSX INTERNATIONAL	CHINA	12/21/2009	7931200	7931200	03/28/2011	041
MSX INTERNATIONAL & Design	CHINA	07/05/1999	na	1547816	03/28/2001	035
MSX INTERNATIONAL, & DESIGN	CHINA	12/21/2009	7931201	7931201	04/28/2011	041
B2BBUYER	CANADA	07/26/2002	1148101	TMA658341	02/08/2006	n/a
MSX INTERNATIONAL	CANADA	05/20/1998	0878807	TMA567826	09/23/2002	*
MSX INTERNATIONAL	CANADA	11/18/1998	0896993	TMA529701	06/22/2000	*

Mark	Country	Filed	App #	Reg #	Reg Date	Classes
MSX INTERNATIONAL & DESIGN	CANADA	12/08/1997	0863523	TMA515519	08/26/1999	*
MSX INTERNATIONAL & DESIGN	CANADA	11/18/1998	0896994	TM A529703	06/22/2000	*
MS X INTERNATIONAL	BRAZIL			820606413	05/28/2002	042
MSX INTERNATIONAL	BRAZIL	01/24/2008	829567291	829567291	08/10/2010	035
MS X INTERNATIONAL	BRAZIL	01/24/2008	829567275	829567275	08/10/2010	036
MSX INTERNATIONAL & DESIGN	BRAZIL	01/24/2008	829567305	829567305	08/10/2010	041
MSX INTERNATIONAL & DESIGN	BRAZIL			820420840	04/03/2001	042
MSX INTERNATIONAL & DESIGN	BRAZIL	01/24/2008	829567330	829567330	08/10/2010	035
MSX INTERNATIONAL & DESIGN	BRAZIL	01/24/2008	829567356	829567356	10/26/2010	036
MSX INTERNATIONAL & DESIGN	BRAZIL	01/24/2008	829567321	829567321	08/10/2010	041
MS X	AUSTRALIA	07/22/1997	739665	739665	07/02/1999	035
MS X INTERNATIONAL	AUSTRALIA	11/18/1998	778746	778746	09/22/2000	035, 040, 041, 042
MSX INTERNATIONAL & DESIGN	AUSTRALIA	11/18/1998	778748	778748	09/22/2000	035, 040, 041, 042
MS X INTERNATIONAL	ARGENTINA	06/25/2008	2834016	2296344	06/18/2009	035
MSX INTERNATIONAL	ARGENTINA	06/25/2008	2834018	2296346	06/18/2009	041
MS X INTERNATIONAL	ARGENTINA	06/25/2008	2834017	2296345	06/18/2009	036
MSX INTERNATIONAL & Design	ARGENTINA	06/25/2008	2834019	2296347	06/18/2009	035
MSX INTERNATIONAL & Design	ARGENTINA	06/25/2008	2834020	2296348	06/18/2009	036
MSX INTERNATIONAL & Design	ARGENTINA	06/25/2008	2834021	2296349	06/18/2009	041
THE SMART ALTERNATIVE	ARGENTINA	06/25/2008	2834015	2296343	06/18/2009	035

Mark	Country	Filed	App #	Classes
FUELED BY CHALLENGE. POWERING SUCCESS.	UNITED STATES	08/05/2011	85/390,465	035, 036, 041
MSX INTERNATIONAL	UNITED STATES	12/02/2011	85/485,617	035, 036, 041
MSX INTERNATIONAL & Design	UNITED STATES	12/02/2011	85/485,626	035, 036, 041
FUELED BY CHALLENGE. POWERED BY SUCCESS.	SOUTH KOREA	08/09/2011	23580/2011	035, 036, 041
FUELED BY CHALLENGE. POWERING SUCCESS.	SOUTH KOREA	01/03/2012	220/2012	035, 036, 041
MSX INTERNATIONAL	SOUTH AFRICA	12/13/2011	2011/32050	035
MSX INTERNATIONAL	SOUTH AFRICA	12/13/2011	2011/32051	036
MSX INTERNATIONAL	SOUTH AFRICA	12/13/2011	2011/32052	041
MSX INTERNATIONAL & Design	SOUTH AFRICA	12/13/2011	2011/32053	035
MSX INTERNATIONAL & Design	SOUTH AFRICA	12/13/2011	2011/32054	036
FUELED BY CHALLENGE. POWERING SUCCESS.	MEXICO	12/13/2011	2011/32055	041
FUELED BY CHALLENGE. POWERING SUCCESS.	MEXICO	08/18/2011	1204164	035
FUELED BY CHALLENGE. POWERING SUCCESS.	MEXICO	08/18/2011	1204166	036
MSX INTERNATIONAL	MEXICO	08/18/2011	1204167	041
MSX INTERNATIONAL	MEXICO	12/09/2011	1234504	035
MSX INTERNATIONAL	MEXICO	12/09/2011	1234506	036
MSX INTERNATIONAL & Design	MEXICO	12/09/2011	1234509	041
MSX INTERNATIONAL & Design	MEXICO	12/09/2011	1234510	035
MSX INTERNATIONAL & Design	MEXICO	12/09/2011	1234511	036
MSX INTERNATIONAL	INDIA	12/09/2011	1234512	041
MSX INTERNATIONAL	INDIA	12/09/2011		035
MSX INTERNATIONAL	INDIA	12/09/2011		036
MSX INTERNATIONAL & Design	INDIA	12/09/2011		041
MSX INTERNATIONAL & Design	INDIA	12/09/2011		035
MSX INTERNATIONAL & Design	INDIA	12/09/2011		036
FUELED BY CHALLENGE. POWERED BY SUCCESS.	EUROPEAN UNION (CTM)	12/09/2011		041
FUELED BY CHALLENGE. POWERING SUCCESS.	EUROPEAN UNION (CTM)	08/17/2011	010201812	035, 036, 041
FUELED BY CHALLENGE. POWERING SUCCESS.	EUROPEAN UNION (CTM)	01/02/2012	010536811	035, 036, 041
FUELED BY CHALLENGE. POWERING SUCCESS.	CANADA	08/05/2011	1538598	



Mark	Country	Filed	App #	Classes
FUELED BY CHALLENGE. POWERED BY SUCCESS.	BRAZIL	08/08/2011	831183608	035
FUELED BY CHALLENGE. POWERED BY SUCCESS.	BRAZIL	08/08/2011	831183616	036
FUELED BY CHALLENGE. POWERED BY SUCCESS.	BRAZIL	08/08/2011	831183624	041
THE SMART ALTERNATIVE	BRAZIL	02/14/2008	829600302	035
FUELED BY CHALLENGE. POWERING SUCCESS.	AUSTRALIA	08/08/2011	1441399	035, 036, 041
B2BBUYER	POLAND	5/21/2002	250637	035

7