

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM357121

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
INTERNATIONAL AUTOMOTIVE COMPONENTS GROUP NORTH AMERICA, INC.		09/30/2015	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE BANK OF NEW YORK MELLON, AS COLLATERAL AGENT
Street Address:	101 BARCLAY STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	BANK: NEW YORK

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3402882	ACTWEB
Registration Number:	4023116	ECOBLEND
Registration Number:	4165002	INTERCEPT
Registration Number:	3987068	SAFE-TEC
Registration Number:	3828823	SILENT SOLUTIONS
Registration Number:	4026456	SILENT SOLUTIONS
Registration Number:	4503065	SMARTFOIL
Serial Number:	85766795	GRIPRITE
Serial Number:	86377049	GRIPRITE-DAT

CORRESPONDENCE DATA

Fax Number: 8668265420

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.

Phone: 301-638-0511

Email: penelope@ipresearchplus.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, Ste 430

Address Line 4: Washington, D.C. 20005

TRADEMARK

ATTORNEY DOCKET NUMBER:	COS1-40438 (817052-010)
NAME OF SUBMITTER:	Penelope J.A. Agodoa
SIGNATURE:	/pja/
DATE SIGNED:	10/01/2015
Total Attachments: 6 source=40438#page1.tif source=40438#page2.tif source=40438#page3.tif source=40438#page4.tif source=40438#page5.tif source=40438#page6.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2015, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of The Bank of New York Mellon, as collateral agent (in such capacity, together with its successors and permitted assigns, "Collateral Agent") for the Lenders and the other Secured Parties (as defined in the Indenture referred to below).

WITNESSETH:

WHEREAS, pursuant to the Indenture dated as of June 3, 2011 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Indenture") among International Automotive Components Group, S.A., as Issuer, International Automotive Components Group North America, Inc., and Holdings, as U.S. Guarantors, each of the other Guarantors and affiliates of the Issuer from time to time party thereto and The Bank of New York Mellon, as Trustee and Collateral Agent for the Secured Parties, the Holders of the Notes severally agreed to purchase the Notes upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor agreed, pursuant to the Indenture and the Note Guarantees, to guarantee the Obligations (as defined in the Indenture) of the Issuer and to secure such guaranteed Obligations pursuant to a Third Lien U.S. Security Agreement dated as of June 3, 2011 in favor of Collateral Agent (the "U.S. Security Agreement"); and

WHEREAS, all of the Grantors are party to the U.S. Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which the parties hereto hereby acknowledge, each Grantor hereby agrees with Collateral Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the U.S. Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Collateral Agent for the benefit of the Secured Parties, and grants to Collateral Agent for the benefit of the Secured Parties Security on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. U.S. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Collateral Agent pursuant to the U.S. Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the U.S. Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THE LAW OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THIS TRADEMARK SECURITY AGREEMENT WITHOUT GIVING REGARD TO CONFLICTS OF LAW PRINCIPLES THAT WOULD REQUIRE THE APPLICATION OF THE LAWS OF ANOTHER JURISDICTION.

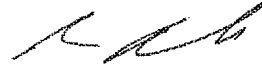
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

INTERNATIONAL AUTOMOTIVE
COMPONENTS GROUP NORTH AMERICA,
INC. as Grantor

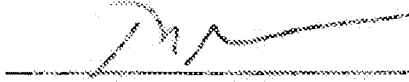
By: _____



Name: Dennis Richardville
Title: Assistant Secretary

ACCEPTED AND AGREED
as of the date first above written:

THE BANK OF NEW YORK MELLON
as Collateral Agent

By: 

Name: Timothy E. Burke
Title: Vice President

[Signature Page - Trademark Security Agreement]

SB-43609662

TRADEMARK
REEL: 005635 FRAME: 0778

SCHEDULE I

IQ

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

No.	Mark	Reg. Date	Reg. No.	Owner
1.	ACTWEB	25 Mar 2008	3402882	International Automotive Components Group North America, Inc.
2.	ECOBLEND	06 Sep 2011	4023116	International Automotive Components Group North America, Inc.
3.	INTERCEPT	26 Jun 2012	4165002	International Automotive Components Group North America, Inc.
4.	Safe-TEC	28 Jun 2011	3987068	International Automotive Components Group North America, Inc.
5.	SILENT SOLUTIONS	03 Aug 2010	3828823	International Automotive Components Group North America, Inc.
6.	SILENT SOLUTIONS (stylized and/or with design)	13 Sep 2011	4026456	International Automotive Components Group North America, Inc.
7.	SMARTFOIL	25 Mar 2014	4503065	International Automotive Components Group North America, Inc.

B. TRADEMARK APPLICATIONS

No.	Mark	Serial No.	Filing Date	Owner

1.	GripRite	85/766795	30 Oct 2012	International Automotive Components Group North America, Inc.
2.	GripRite-DAT	86/377049	26 Aug 2014	International Automotive Components Group North America, Inc.