

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM423501

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Commercial Vehicle Group, Inc.		04/12/2017	Corporation: DELAWARE
CVG Alabama, LLC		04/12/2017	Limited Liability Company: DELAWARE
CVG National Seating Company, LLC		04/12/2017	Limited Liability Company: DELAWARE
CVG Sprague Devices, LLC		04/12/2017	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	135 S. LaSalle Street, 4th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 28

Property Type	Number	Word Mark
Registration Number:	4286382	GSX-3000
Registration Number:	3563355	M
Registration Number:	2171097	MOTO MIRROR
Registration Number:	4109192	COMFORTEK
Registration Number:	2185420	MOTO MIRROR PLUS
Registration Number:	3108626	CVG COMMERCIAL VEHICLE GROUP
Registration Number:	4556149	CVG
Registration Number:	4547807	FLAMETEK
Registration Number:	3823895	EASY AIRE
Registration Number:	1340589	CUSH-N-AIRE
Registration Number:	3856398	RS ROAD SCAN
Registration Number:	3856402	ROAD SCAN
Registration Number:	4566234	NATIONAL SEATING
Registration Number:	0876384	AIR-PUSH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	1727180	SPRAGUE DEVICES
Registration Number:	1911257	M3 CLUTCH
Registration Number:	2159429	ROADWATCH
Registration Number:	2323981	SPRA-KLEER
Registration Number:	3268437	ROADWATCH SS ROADWATCH SAFETY SYSTEM
Registration Number:	4210233	BOSTROM PRO RIDE
Registration Number:	2170890	BOSTROM SEATING
Registration Number:	0875351	BOSTROM
Registration Number:	0871174	BOSTROM
Registration Number:	0638335	BOSTROM
Registration Number:	2077822	PARABAR II
Registration Number:	4913655	WIDE RIDE
Serial Number:	86802515	CORSAIR
Serial Number:	86785761	ROADWATCH TRACKER

CORRESPONDENCE DATA

Fax Number: 6502138158

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: 6502130300

Email: iprecordations@whitecase.com

Correspondent Name: White & Case LLP / Christina Ishihara

Address Line 1: 3000 El Camino Real, Bldg 5, 9th Floor

Address Line 4: Palo Alto, CALIFORNIA 94306

ATTORNEY DOCKET NUMBER: 1103813-0126

NAME OF SUBMITTER: Christina Ishihara

SIGNATURE: /Christina Ishihara/

DATE SIGNED: 04/12/2017

Total Attachments: 11

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TRADEMARK SECURITY AGREEMENT

dated as of

April 12, 2017,

by and among

**COMMERCIAL VEHICLE GROUP, INC.,
and
THE SUBSIDIARIES NAMED HEREIN,**

as Grantors

and

BANK OF AMERICA, N.A.,

as Secured Party

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “*Agreement*”), dated as of April 12, 2017 is made by and among **COMMERCIAL VEHICLE GROUP, INC.**, a Delaware corporation (“*CVG*”), and each of the undersigned subsidiaries of CVG (“*Domestic Subsidiaries*”), and, together with CVG, collectively, the “*Grantors*”), and **BANK OF AMERICA, N.A.**, as Administrative Agent (herein in such capacity, together with its successors and assigns, the “*Secured Party*”).

WHEREAS, CVG, the Domestic Subsidiaries and certain other Subsidiaries of CVG have entered into that certain Term Loan and Security Agreement, dated as of the date hereof, with the financial institutions named therein as lenders (“*Lenders*”) and Bank of America, N.A., as administrative agent for the Lenders thereunder (herein, as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “*Loan Agreement*”), providing, subject to the terms and conditions thereof, for Term Loans to be made available by the Lenders to the Borrower.

WHEREAS, to induce the Lenders to enter into the Loan Agreement with the Borrower and to make the Term Loans available thereunder, the Grantors have agreed to execute and deliver this Agreement and to grant a security interest in the Collateral (as hereinafter defined) as security for any and all Obligations of the Obligors (being herein collectively referred to as the “*Secured Obligations*”).

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make the Term Loans available to the Borrower pursuant to the Loan Agreement, the parties hereto hereby agree as follows:

1. Certain Definitions. Capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Loan Agreement.

2. Grant of Security Interest. As security for the prompt payment and performance of the Secured Obligations, each Grantor hereby grants to the Secured Party, for the ratable benefit of the Lenders and other holders of the Secured Obligations, a security interest in, a Lien upon (whether now or hereafter owned by such Grantor and whether acquired in the United States or elsewhere in the world) all right, title and interest of such Grantor in and to the following (hereafter collectively called the “*Collateral*”):

a. Trademarks

i. all trademarks, trade names and service marks registered with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

ii. all applications for the registration of trademarks, trade names and service marks filed with the United States Patent and Trademark Office (including, without limitation, those listed on Schedule A to this Agreement);

iii. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any State, the District of Columbia or any possession or territory of the United States;

iv. all trademarks, trade names and service marks registered with any office, agency or other governmental authority of any other country or any province, department or other governmental subdivision thereof;

v. all registrations and recordings with respect to any of the foregoing;

vi. all reissues, extensions and renewals of any of the foregoing;

vii. all corporate names, business names, trade styles, logos, other source or business identifiers; all information, customer lists, identification of supplier, data, plans, blueprints, specifications, designs, drawings, recorded knowledge, surveys, engineering reports, test reports, manuals, materials standards, processing standards, performance standards, catalogs, computer and automatic machinery software and programs, and the like pertaining to operations by the Grantor in, on or about any of their plants or warehouses; all field repair data, sales data and other information relating to sales or service of products now or hereafter manufactured on or about any of their plants; and all accounting information pertaining to operations in, on or about any of their plants and all media in which or on which all of the information or knowledge or data or records relating to their plants and warehouses may be recorded or stored and all computer programs used for the compilation or printout of such information, knowledge, records or data, and the Secured Party shall keep all such information, knowledge, records or data strictly confidential and limit dissemination thereof solely among its officers and their designees, auditors and regulatory authorities (on an "as necessary" basis);

viii. all licenses and other agreements relating in whole or in part to any of the foregoing, including all rights to payments in respect thereof;

ix. all rights to sue for past, present or future infringements of any of

the foregoing;

- x. all goodwill related to any of the foregoing;
- xi. to the extent not included above, all general intangibles (as such terms is defined in the Uniform Commercial Code of the State of Illinois) of the Grantor related to the foregoing; and
- xii. all proceeds of any and all of the foregoing;

whether now existing or hereafter created or acquired, as to all items listed in Sections 2(a)(i) through 2(a)(xii) above. Notwithstanding anything to the contrary herein, the Collateral and each defined term constituting part of the Collateral shall not include the Excluded Collateral.

3. Notices. All notices or other communications hereunder shall be given in the form, manner and delivered to the addresses determined under Section 15.4 of the Loan Agreement.

4. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

5. No Waiver; Cumulative Remedies. The Secured Party shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Secured Party, and then only to the extent therein set forth. A waiver by the Secured Party or any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Secured Party would otherwise have had on any future occasion. No failure to exercise nor any delay in exercising on the part of the Secured Party any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

6. Waivers; Amendments. None of the terms and provisions of this Agreement may be waived, altered, modified or amended except by an instrument in writing executed by the parties hereto.

7. Limitations by Law. All rights, remedies and powers provided by the Loan Agreement may be exercised only to the extent that the exercise thereof does not violate any Applicable Law, and all such provisions of the Loan Agreement are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent

necessary so that they will not render this Agreement invalid, unenforceable in whole or in part, or not entitled to be recorded, registered or filed under the provision of any Applicable Law.

8. Successors and Assigns. This Agreement shall be binding upon the Grantors and the Secured Party and their respective successors and assigns and shall inure to the benefit of the Grantors, the Secured Party and the Lenders and their respective successors and assigns, and nothing herein or in the Loan Agreement or any other Security Document or Loan Document is intended or shall be construed to give any other person any right, remedy or claim under, to or in respect of this Agreement, the Loan Agreement or any other Security Document or Loan Document.

9. Termination and Release. Upon the occurrence of an event pursuant to the Loan Agreement that would result in the release of all or a portion of the Collateral from the security interest thereon, the security interest granted herein shall automatically terminate, as applicable, with respect to all or such applicable portion of the Collateral. Upon any such release, the Secured Party will, at the Grantors' sole expense, execute and deliver such documents, make all filings and take all other actions as the Grantors shall reasonably request to evidence such termination and record the release of the Lien on and security interests in the Collateral created hereby.

10. Reference to Separate Loan Agreement. This Agreement has been entered into by the Grantors and the Secured Party primarily for recording purposes as contemplated by the Loan Agreement, dated as of the date hereof, among the Grantors, as debtors, and the Secured Party, as secured party for the benefit of the Lenders and other holders of Secured Obligations, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any inconsistency between any of the terms or provisions hereof and the terms and provisions of such Loan Agreement, the terms and provisions of such Loan Agreement shall govern.

11. Applicable Law. This Agreement shall be governed by, and be construed and interpreted in accordance with, the internal substantive laws of the State of New York.

12. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which collectively shall be one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission shall be equally effective as delivery of a manually executed counterpart of this Agreement.

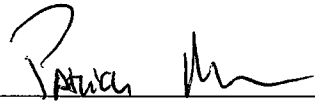
13. Jury Trial Waiver. EACH GRANTOR AND THE SECURED PARTY WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG THE SECURED PARTY AND THE GRANTORS ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED AMONG THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HEREWITH OR THE TRANSACTIONS RELATED THERETO.

14. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Secured Party pursuant to this Agreement in any ABL Facility First Lien Collateral and the exercise of any right or remedy by the Secured Party with respect to any ABL Facility First Lien Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 12, 2017 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Commercial Vehicle Group, Inc., a Delaware corporation, the other Obligors from time to time party thereto, Bank of America, N.A. ("BANA"), as ABL Facility Security Agent, BANA, as Term Loan Security Agent, and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

**COMMERCIAL VEHICLE GROUP, INC.
CVG ALABAMA, LLC
CVG NATIONAL SEATING COMPANY, LLC
CVG SPRAGUE DEVICES, LLC
TRIM SYSTEMS OPERATING CORP.**

By: 
Name: Patrick Miller
Title: President

BANK OF AMERICA, N.A.
as Secured Party

By: Maria A. McClain
Name: *Maria A. McClain*
Title: *Vice President*

Trademark Security Agreement (CVG Term Loan)

TRADEMARK
REEL: 006035 FRAME: 0100

**Schedule A
to
Trademark Security Agreement**

**REGISTRATIONS AND APPLICATIONS FOR TRADEMARKS, TRADE NAMES AND
SERVICE MARKS**

1. Commercial Vehicle Group, Inc.

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status
US	GSX-3000	77/573007 09/18/2008	4,286,382 02/5/2013	REGISTERED
US		77/351,408 12/13/2007	3,563,355 01/20/2009	REGISTERED
US	MOTO MIRROR	75/274,146 04/14/1997	2,171,097 07/07/1998	REGISTERED
US	COMFORTEK	77/733,983 05/11/2009	4,109,192 03/06/2012	REGISTERED
US	MOTO MIRROR PLUS 	75/225,022 01/13/1997	2,185,420 09/01/1998	REGISTERED
US	CVG COMMERCIAL VEHICLE GROUP 	78/380,087 03/08/2004	3,108,626 06/27/2006	REGISTERED
US	CVG (and Design)	77/983,551 03/24/2010	4,556,149 06/24/2014	REGISTERED
US	FLAMETEK (Stylized Design)	77/950,672 03/04/2010	4,547,807 06/10/2014	REGISTERED

2. CVG National Seating Company LLC

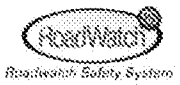
Trademark Security Agreement (CVG)

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status
US	EASY AIRE	77/767410 06/24/2009	3,823,895 07/27/2010	REGISTERED
US	CUSH-N-AIRE	73/510052 11/23/1984	1,340,589 06/11/1985	REGISTERED ALLOWING TO LAPSE
US	RS ROAD SCAN (and Design) 	77/942,121 02/23/2010	3,856,398 10/05/2010	REGISTERED
US	ROAD SCAN	77/942,224 02/23/2010	3,856,402 10/05/2010	REGISTERED
US	NATIONAL SEATING	85/761,402 10/23/2012	4,566,234 07/15/2014	REGISTERED
US	CORSAIR	86/802,515 10/28/2015		NOTICE OF ALLOWANCE ISSUED

3. CVG Sprague Devices LLC

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status
US	AIR-PUSH	72/315,270 12/26/1968	0,876,384 09/09/1969	REGISTERED
US	SPRAGUE DEVICES	74/165,295 05/10/1991	1,727,180 10/27/1992	REGISTERED
US	M3 CLUTCH	74/528,750 05/24/1994	1,911,257 08/15/1995	REGISTERED ALLOWING TO LAPSE
US	ROADWATCH	75/093,148 04/23/1996	2,159,429 05/19/1998	REGISTERED

Trademark Security Agreement (CVG)

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status
US	SPRA-KLEER	75/633,885 02/04/1999	2,323,981 02/29/2000	REGISTERED
US	ROADWATCH SS ROADWATCH SAFETY SYSTEM 	78/974,111 09/14/2006	3,268,437 07/24/2007	REGISTERED
US	ROADWATCH TRACKER	86/785,761 10/13/2015		PENDING

4. CVG Alabama, LLC

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status
US	BOSTROM PRO RIDE	76/700,770 12/10/2009	4,210,233 09/18/2012	REGISTERED
US	BOSTROM SEATING	75/210,932 12/10/1996	2,170,890 07/07/1998	REGISTERED
US	BOSTROM	72/291,452 02/19/1968	0,875,351 8/19/1969	REGISTERED
US	BOSTROM	72/291,792 02/23/1968	0,871,174 06/17/1969	REGISTERED
US	BOSTROM (& Design)	72/002,279 02/08/1956	0,638,335 12/11/1956	REGISTERED
US	PARABAR II	74/509,868 04/07/1994	2,077,822 07/08/1997	REGISTERED
US	WIDE RIDE	86/716,870 08/06/2015	4,913,655 03/08/2016	REGISTERED

Trademark Security Agreement (CVG)