

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM440605

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECOND AMENDMENT TO THE TRADEMARK SECURITY AGREEMENT

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
COMMERCIAL VEHICLE GROUP, INC.		04/12/2017	Corporation: DELAWARE
CVG NATIONAL SEATING COMPANY, LLC		04/12/2017	Limited Liability Company: DELAWARE
CVG AR LLC		04/12/2017	Limited Liability Company: DELAWARE
CVG MONONA, LLC		04/12/2017	Limited Liability Company: DELAWARE
CVG MONONA WIRE, LLC		04/12/2017	Limited Liability Company: IOWA
TRIM SYSTEMS, INC.		04/12/2017	Corporation: DELAWARE
TRIM SYSTEMS OPERATING CORP.		04/12/2017	Corporation: DELAWARE
CABARRUS PLASTICS, INC.		04/12/2017	Corporation: NORTH CAROLINA
CVG CVS HOLDINGS, LLC		04/12/2017	Limited Liability Company: DELAWARE
CVG SPRAGUEDEVICES, LLC		04/12/2017	Limited Liability Company: DELAWARE
MAYFLOWER VEHICLE SYSTEMS, LLC		04/12/2017	Corporation: DELAWARE
CVG MANAGEMENT CORPORATION		04/12/2017	Corporation: DELAWARE
CVG LOGISTICS, LLC		04/12/2017	Limited Liability Company: DELAWARE
CVG ALABAMA, LLC		04/12/2017	Limited Liability Company: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	BANK OF AMERICA, N.A.
<b>Street Address:</b>	135 S. LaSALLE, 9TH FLOOR
<b>City:</b>	CHICAGO
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

TRADEMARK

**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
Serial Number:	86802515	CORSAIR
Registration Number:	0876384	AIR-PUSH
Registration Number:	1727180	SPRAGUE DEVICES
Registration Number:	1911257	M3 CLUTCH
Registration Number:	2159429	ROADWATCH
Registration Number:	2323981	SPRA-KLEER
Serial Number:	86785761	ROADWATCH TRACKER
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

**CORRESPONDENCE DATA**

Fax Number: 2165790212

*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: (216) 586-7021

Email: dpuljic@jonesday.com

Correspondent Name: DANIEL PULJIC / JONES DAY

Address Line 1: 901 LAKESIDE AVENUE

Address Line 2: NORTH POINT

Address Line 4: CLEVELAND, OHIO 44114

**TRADEMARK**

**REEL: 006137 FRAME: 0854**

<b>ATTORNEY DOCKET NUMBER:</b>	739326-605029 (Dan)
<b>NAME OF SUBMITTER:</b>	DANIEL PULJIC
<b>SIGNATURE:</b>	/Daniel Puljic/
<b>DATE SIGNED:</b>	08/24/2017

**Total Attachments: 7**

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Notwithstanding anything herein to the contrary, the liens and security interests granted to the Secured Party pursuant to this Agreement in any Term Loan First Lien Collateral and the exercise of any right or remedy by the Secured Party with respect to any Term Loan 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 Grantors 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.

**SECOND AMENDMENT TO THE  
TRADEMARK SECURITY AGREEMENT**

This Second Amendment (this "Amendment") to the Trademark Security Agreement, dated as of January 7, 2009 (the "Agreement"), is made as of April 12, 2017, by and among COMMERCIAL VEHICLE GROUP, INC., a Delaware corporation ("CVG"), CVG ALABAMA, LLC, a Delaware limited liability company ("CVG Alabama"), each of the undersigned domestic subsidiaries of CVG (the "Domestic Subsidiaries") and together with CVG and CVG Alabama, collectively, the "Grantors") and BANK OF AMERICA, N.A. (the "Secured Party").

**WHEREAS**, on January 7, 2009, CVG, the Domestic Subsidiaries and certain other Subsidiaries of CVG, the Secured Party and the financial institutions named therein as lenders entered into that certain Loan and Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Original Loan and Security Agreement") securing the Grantors' trademarks as Collateral to the Secured Party;

**WHEREAS**, on the date hereof, the Grantors, the other Borrowers, the Secured Party and the financial institutions named therein as lenders are amending and restating the Original Loan and Security Agreement (the "Third Amended and Restated Loan and Security Agreement");

**WHEREAS**, pursuant to Section 6 of the Agreement, the Grantors and Secured Party desire to amend Schedule A of the Agreement;

**WHEREAS**, simultaneously with the execution hereof, the Grantors and the Secured Party are revising Schedule A of the Agreement;

**WHEREAS**, capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Third Amended and Restated Loan and Security Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Schedule A of the Agreement is hereby amended and attached hereto to revise the list of trademarks used as Collateral in the Third Amended and Restated Loan and Security Agreement.

2. Section 11 of the Agreement is hereby amended and restated in its entirety as follows:

“This Agreement shall be governed by, and construed and interpreted in accordance with, the internal substantive laws of the State of New York, without giving effect to the conflicts of law principles thereof (except for provisions governing the choice of governing law).”

3. Subject to the Third Amended and Restated Loan and Security Agreement, all other terms and conditions of the Agreement shall remain unmodified and in full force and effect.

*[next page is the signature page]*

IN WITNESS WHEREOF, each party has signed this Second Amendment to the Trademark Security Agreement as of the date first set forth above.

COMMERCIAL VEHICLE GROUP, INC.  
CVG NATIONAL SEATING COMPANY, LLC  
CVG AR LLC  
CVG MONONA, LLC  
CVG MONONA WIRE, LLC  
TRIM SYSTEMS, INC.  
TRIM SYSTEMS OPERATING CORP.  
CABARRUS PLASTICS, INC.  
CVG CVS HOLDINGS, LLC  
CVG SPRAGUE DEVICES, LLC  
MAYFLOWER VEHICLE SYSTEMS, LLC  
CVG MANAGEMENT CORPORATION  
CVG LOGISTICS, LLC  
CVG ALABAMA, LLC

BANK OF AMERICA, N.A.

By: \_\_\_\_\_  
Name: Philip Nomura  
Title: Senior Vice President

By:  \_\_\_\_\_  
Name: Patrick Miller  
Title: President

IN WITNESS WHEREOF, each party has signed this Second Amendment to the Trademark Security Agreement as of the date first set forth above.

COMMERCIAL VEHICLE GROUP, INC.  
CVG NATIONAL SEATING COMPANY, LLC  
CVG AR LLC  
CVG MONONA, LLC  
CVG MONONA WIRE, LLC  
TRIM SYSTEMS, INC.  
TRIM SYSTEMS OPERATING CORP.  
CABARRUS PLASTICS, INC.  
CVG CVS HOLDINGS, LLC  
CVG SPRAGUE DEVICES, LLC  
MAYFLOWER VEHICLE SYSTEMS, LLC  
CVG MANAGEMENT CORPORATION  
CVG LOGISTICS, LLC  
CVG ALABAMA, LLC

BANK OF AMERICA, N.A.

By:   
Name: Philip Nomura  
Title: Senior Vice President

By: \_\_\_\_\_  
Name:  
Title:

**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

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
US	SPRA-KLEER	75/633,885	2,323,981	REGISTERED

Jurisdiction	Mark	Application Ser. No. / Filing Date	Registration No. / Registration Date	Status
		02/04/1999	02/29/2000	
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