FORM PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **Hayes Lemmerz International, Inc.**

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State **(DE)**
☐ Other _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: **Canadian Imperial Bank of Commerce**, as Administrative Agent

Internal Address: _____

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Canadian-chartered bank acting through New York agent

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designation must be a separate document from Assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: July 2, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **75/377,410**

B. Trademark Registration No.(s)
1,256,809 ; 2,211,542 ; 2,400,397 ; 2,271,009 ; 2,257,911
2,269,773 ; 2,415,065 ; 2,387,838 ; 845,788

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 10

7. Total fee (37 CFR 3.41): $265.00
☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Robyn Greenberg, Esq.
Name of Person Signing

Signature

10/15/01
Date

Total number of pages comprising cover sheet: 21

10/17/2001 GTON11 00000196 75377410
01 FC:481 40.00 OP
02 FC:482 225.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

FOURTH AMENDED AND RESTATED
COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT

FOURTH AMENDED AND RESTATED COPYRIGHT, PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of July 2, 2001, made by each of the signatories hereto (the "Grantors"), in favor of Canadian Imperial Bank of Commerce, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Third Amended and Restated Credit Agreement, dated as of February 3, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Hayes Lemmerz International, Inc., a Delaware corporation (the "Borrower"), the Lenders, the Administrative Agent, Credit Suisse First Boston, as Syndication Agent and Co-Lead Arranger, Merrill Lynch Capital Corporation, as Co-Documentation Agent, and Dresdner Bank AG, as Co-Documentation Agent and European Swing Line Administrator, and the other Secured Parties hereto (as defined below).

W I T N E S S E T H:

WHEREAS, the Borrower, certain of the Lenders and the Administrative Agent are parties to the Consent and Amendment No. 5 dated as of June 15, 2001 (the "Amendment"), under the Credit Agreement;

WHEREAS, Section 2(b) of the Amendment contemplates that the Borrower may enter into an agreement to establish a new term loan facility under the Agreement having a "B term loan tranche" structure consistent with the terms and conditions specified in the Amendment and that such facility shall be established pursuant to an agreement to be entered into among the Borrower, the Administrative Agent and the B Term Lenders;

WHEREAS, as contemplated by the Amendment, the Borrower has requested that the B Term Lenders make, and the B Term Lenders are willing to make, the B Term Loans;

WHEREAS, the Borrower is a member of an affiliated group of companies that includes each other Grantor;

WHEREAS, the proceeds of the extensions of credit will be used in part to enable the Borrower to make valuable transfers to one or more of the other Grantors in connection with the operation of their respective businesses;

WHEREAS, the Borrower and the other Grantors are engaged in related businesses, and each such Grantor will derive substantial direct and indirect benefit from the making of the extensions of credit under the Credit Agreement;

WHEREAS, it is a condition precedent to the obligation of the Lenders to make the B Term Loans that each Loan Document executed and delivered by each Loan Party prior to the B Term Closing Date, in each case with such amendments (other than amendments to be made as part of the Post-Closing Actions) as may be reasonably requested by either Arranger (including such amendments (the "Collateral Amendments") as may be necessary or desirable to confer or confirm the benefits of such Loan Document to the B Term Lenders), each executed and delivered by a duly authorized officer of each party thereto, with a counterpart or conformed copy for each B Term Lender and (in the case of such amendments) each other Lender, including this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent, for the ratable benefit of the Secured Parties, as follows:

1. Defined Terms. (a) Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement and used herein are so used as so defined; and the following terms shall have the following meanings:

"Agreement": this Fourth Amended and Restated Copyright, Patent and Trademark Security Agreement, as the same may be amended, supplemented or otherwise modified from time to time.

"Borrower Obligations": the collective reference to the unpaid principal of and interest on the Loans and Reimbursement Obligations and all other obligations and liabilities of the Borrower (including, without limitation, interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and Reimbursement Obligations and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) and the guarantee obligations of the Borrower pursuant to Section 2.11 of the Credit Agreement to the Administrative Agent or any Lender (or, in the case of any Hedge Agreement referred to below, any Affiliate of any Lender), whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred, which may arise under, out of, or in connection with, the Credit Agreement, this Agreement, the other Loan Documents, any Letter of Credit or any Hedge Agreement entered into by the Borrower with any Lender (or, in the case of any Hedge Agreement, any Affiliate of any Lender) or any other document made, delivered or given in connection therewith, in each case whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by the Borrower pursuant to the terms of any of the foregoing agreements).

"Code": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral": as defined in Section 2 of this Agreement.

"Collateral Account": any collateral account established by the Administrative Agent as provided in Section 7 of this Agreement.

"Contracts": with respect to any Grantor, all contracts, agreements, instruments and indentures in any form, and portions thereof, to which such Grantor is a party or under which such Grantor has any right, title or interest or to which such Grantor or any property of such Grantor is subject, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (i) all rights of such Grantor to receive moneys due and to become due to it thereunder or in connection therewith, (ii) all rights of such Grantor to damages arising thereunder and (iii) all rights of such Grantor to perform and to exercise all remedies thereunder.

"Copyrights": (i) all United States copyrights, whether published or unpublished (including, without limitation, those listed in Schedule 1), all United States registrations and recordings thereof, and all applications in connection therewith, including, without limitation, all registrations, recordings and applications in the United States Copyright Office, and (ii) all renewals thereof.

"Copyright Licenses": any written agreement naming any Grantor as licensor or licensee (including, without limitation, those listed in Schedule 1), granting any right under any Copyright, including, without limitation, the grant of rights to manufacture, distribute, exploit and sell materials derived from any Copyright.

"Guarantee": the Third Amended and Restated Guarantee and Collateral Agreement, dated as of February 3, 1999, made by the Borrower and the other signatories thereto in favor of the Administrative Agent on behalf of the Secured Parties, as the same may be amended, supplemented or otherwise modified from time to time.

"Guarantor Obligations": with respect to any Guarantor, the collective reference to (i) the Borrower Obligations and (ii) all obligations and liabilities of such Guarantor which may arise under or in connection with the Guarantee or any other Loan Document to which such Guarantor is a party, in each case whether on account of guarantee obligations, reimbursement obligations, fees, indemnities, costs, expenses or otherwise (including, without limitation, all fees and disbursements of counsel to the Administrative Agent or to the Lenders that are required to be paid by such Guarantor pursuant to the terms of the Guarantee or any other Loan Document).

"Guarantors": the collective reference to each Grantor other than the Borrower.

"Hedge Agreements": as to any Person, all interest rate swaps, caps or collar agreements or similar arrangements entered into by such Person providing for protection against fluctuations in interest rates or currency exchange rates or the exchange of

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nominal interest obligations, either generally or under specific contingencies, including, without limitation, Interest Rate Protection Agreements and Permitted Hedging Arrangements with respect to currency exchange rates.

"Obligations": (i) in the case of the Borrower, the Borrower Obligations, and (ii) in the case of each Guarantor, its Guarantor Obligations.

"Patents": (i) all letters patent of the United States and all reissues and extensions thereof, including, without limitation, any of the foregoing referred to in Schedule 1 hereto, and (ii) all applications for letters patent of the United States and all divisions, continuations and continuations-in-part thereof, including, without limitation, any of the foregoing referred to in Schedule 1.

"Patent License": all agreements providing for the grant by or to any Grantor of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, any of the foregoing referred to in Schedule 1.

"Proceeds": as defined in Section 9-306(1) of the Code.

"Secured Parties": the collective reference to the Administrative Agent, the Lenders (including, without limitation, the Swing Line Lenders and the Issuing Lender) and any Affiliate of any Lender which has entered into a Hedge Agreement with the Borrower or any of its Subsidiaries.

"Trademarks": (i) all United States trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, or otherwise, including, without limitation, any of the foregoing referred to in Schedule 1, and (ii) all renewals thereof.

"Trademark License": any agreement providing for the grant by or to any Grantor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1.

(b) (i) The words "hereof," "herein", "hereto" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and Section and Schedule references are to this Agreement unless otherwise specified.

(ii) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

(iii) Where the context requires, terms relating to the Collateral or any part thereof, when used in relation to a Grantor, shall refer to such Grantor's Collateral or the relevant part thereof.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations (including, without limitation, those arising out of or in connection with the B Term Loans), each Grantor hereby grants to the Administrative Agent for the ratable benefit of the B Term Lenders and the other Secured Parties a security interest in all of the following property 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 "Collateral"):

(i) all Copyrights;

(ii) all Copyright Licenses;

(iii) all Patents;

(iv) all Patent Licenses;

(v) all Trademarks;

(vi) all Trademark Licenses; and

(vii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing;

3. Representations and Warranties. Each Grantor represents and warrants to the Administrative Agent on behalf of the Secured Parties that:

(a) Copyrights, Patents and Trademarks. (i) Schedule 1 hereto lists all material Copyrights, Patents and Trademarks owned by each Grantor in its own name on the date hereof.

(ii) Except as set forth in Schedule 1, to the best of such Grantor's knowledge, each Copyright, Patent and Trademark is on the date hereof valid, subsisting, unexpired, enforceable and has not been abandoned.

(iii) Except as set forth in Schedule 1, none of the Copyrights, Patents or Trademarks is on the date hereof the subject of any licensing or franchise agreement.

(iv) No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Copyright, Patent or Trademark in any respect that could reasonably be expected to have a Material Adverse Effect.

(v) No action or proceeding is pending on the date hereof (i) seeking to limit, cancel or question the validity of any Copyright, Patent or Trademark, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Copyright, Patent or Trademark, or the Grantor's ownership thereof.

(b) Guarantee. (i) Each one of the representations and warranties made by each Grantor in or pursuant to Section 4 of the Guarantee is restated in its entirety herein as if made herein and (ii) each one of such representations and warranties is true and correct in all material respects as it relates to such Grantor on and as of the date hereof, except for representations and warranties stated to relate to a specific earlier date, in which case such representations and warranties shall be true and correct in all material respects on and as of such earlier date.

4. Covenants. Each Grantor covenants and agrees with the Administrative Agent and Secured Parties that, from and after the date of this Agreement until the Grantor's Obligations shall have been paid in full, no Letter of Credit shall be outstanding and the Commitments shall have terminated: (a) Such Grantor (either itself or through licensees) will (i) use each material Trademark on each and every trademark class of goods applicable to its then current line as reflected in its then current catalogs, brochures and price lists in order to maintain such Trademark in full force free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered under such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any such Trademark unless the Administrative Agent, for the ratable benefit of the Secured Parties, shall obtain a perfected security interest in such mark pursuant to this Agreement, and (v) not (and not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any such Trademark may become invalidated.

(b) Such Grantor will not do any act, or omit to do any act, whereby any material Patent may become abandoned or dedicated.

(c) Such Grantor (either itself or through licensees) (i) will employ each material Copyright and (ii) will not (and will not permit any licensee or sublicensee thereof to) do any act or knowingly omit to do any act whereby any material portion of the Copyrights may become invalidated. Such Grantor will not (either itself or through licensees) do any act whereby any material portion of the Copyrights may become injected into the public domain.

(d) Such Grantor will notify the Administrative Agent immediately if it knows, or has reason to know, that any application or registration relating to any material Patent or material Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court or tribunal in the United States) regarding such Grantor's ownership of any material Patent or material Trademark or its right to register the same or to keep and maintain the same.

(e) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Patent or Trademark with the United States Patent and Trademark Office, such Grantor shall report such filing to the Administrative Agent within 45 days after the last day of the fiscal quarter in which such filing occurs. Upon the request of the Administrative Agent, such Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Secured Parties' security interest in any Patent or Trademark and the goodwill and general intangibles of such Grantor relating thereto or represented thereby.

(f) Whenever such Grantor, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Copyright with the United States Copyright Office, such Grantor shall report such filing to the Administrative Agent within 45 days after the last day of the fiscal quarter in which such filing occurs. Upon the request of the Administrative Agent, such Grantor shall execute and deliver any and all agreements, instruments, documents, and papers as the Administrative Agent may request to evidence the Administrative Agent's and the Secured Parties' security interest in any Copyright of such Grantor.

(g) Such Grantor will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the material Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(h) In the event that any material Copyright, Patent or Trademark is infringed, misappropriated or diluted by a third party, such Grantor shall (i) take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Copyright, Patent or Trademark and (ii) if such Copyright, Patent or Trademark is of material economic value, promptly notify the Administrative Agent after it learns thereof and sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

5. Administrative Agent's Appointment as Attorney-in-Fact.

(a) Powers. Each Grantor hereby irrevocably constitutes and appoints the Administrative Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Grantor and in the name of such Grantor or in its own name, from time to time in the Administrative Agent's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, each

Grantor hereby gives the Administrative Agent the power and right, on behalf of such Grantor, without notice to or assent by such Grantor, to do the following at any time when any Event of Default shall have occurred and be continuing, and to the extent permitted by law:

(i) in the name of such Grantor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due with respect to any Collateral and to file any claim or to take any other action or institute any proceeding in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys due under any Collateral whenever payable;

(ii) to pay or discharge taxes and Liens levied or placed on the Collateral, other than Liens permitted under this Agreement or the other Loan Documents; and

(iii) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Administrative Agent or as the Administrative Agent shall direct; (B) to ask for, or demand, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against any Grantor with respect to any of the Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate; (G) to assign any Copyright, Patent or Trademark (along with the goodwill of the business to which any such Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Administrative Agent shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent were the absolute owner thereof for all purposes, and to do, at the Administrative Agent's option and the applicable Grantor's expense, at any time, or from time to time, all acts and things which the Administrative Agent deems necessary to protect, preserve or realize upon the Collateral and the Administrative Agent's and the Secured Parties' Liens thereon and to effect the intent of this Agreement, all as fully and effectively as such Grantor might do.

Each Grantor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until payment in full of the Loans, the Reimbursement Obligations and the other Obligations then due and owing, the termination of the Commitments and the expiration, termination or return to the Issuing Lender of the Letters of Credit.

(b) Other Powers. Each Grantor also authorizes the Administrative Agent, from time to time if an Event of Default shall have occurred and be continuing, to execute, in connection with any sale provided for in Section 8 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Administrative Agent or Secured Parties. The powers conferred on the Administrative Agent and the Secured Parties hereunder are solely to protect the Administrative Agent's and the Secured Parties' interests in the Collateral and shall not impose any duty upon the Administrative Agent or any Secured Party to exercise any such powers. The Administrative Agent and the Secured Parties shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Grantor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

6. Performance by Administrative Agent of Grantor's Obligations. If any Grantor fails to perform or comply with any of its agreements contained herein, the Administrative Agent, at its option, but without any obligation so to do, may perform or comply, or otherwise cause performance or compliance, with such agreement. The expenses of the Administrative Agent incurred in connection with actions undertaken as provided in this Section together with interest thereon at a rate per annum equal to the rate per annum at which interest would then be payable on past due ABR Loans which are Tranche B Term Loans under the Credit Agreement, from the date of payment by the Administrative Agent to the date reimbursed by the relevant Grantor, shall be payable by such Grantor to the Administrative Agent on demand.

7. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, all Proceeds received by any Grantor consisting of cash, checks and other near-cash items shall be held by such Grantor in trust for the Administrative Agent and the Secured Parties, segregated from other funds of such Grantor, and shall, forthwith upon receipt by such Grantor, be turned over to the Administrative Agent in the exact form received by such Grantor (duly indorsed by such Grantor to the Administrative Agent, if required). All Proceeds received by the Administrative Agent hereunder shall be held by the Administrative Agent in a Collateral Account maintained under its sole dominion and control. All Proceeds while held by the Administrative Agent in a Collateral Account (or by such Grantor in trust for the Administrative Agent and the Secured Parties) shall continue to be held as collateral security for the Obligations and shall not constitute payment thereof until applied as provided for herein. At such intervals as may be agreed upon by the Borrower and the Administrative Agent, or, if an Event of Default shall have occurred and be continuing, at any time at the Administrative Agent's election, the Administrative Agent may apply all or any part of Proceeds held in any Collateral Account in payment of the Obligations in such order as the Administrative Agent may elect, and any part of such funds which the Administrative Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Administrative Agent to the Borrower, the appropriate Guarantor or to whomsoever may be lawfully entitled to receive the same. Any balance of such Proceeds remaining after the Obligations shall have been paid in full, no Letters of Credit shall be outstanding and the Commitments shall have

terminated, shall be paid over to the Borrower, the appropriate Guarantor or to whomsoever may be lawfully entitled to receive the same.

8. Remedies. If an Event of Default shall occur and be continuing, the Administrative Agent, on behalf of the Secured Parties, may exercise, in addition to all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code or any other applicable law. Without limiting the generality of the foregoing, the Administrative Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Grantor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Administrative Agent or any other Secured Party or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Administrative Agent or any other Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Grantor, which right or equity is hereby waived or released. Each Grantor further agrees, at the Administrative Agent's request, to assemble the Collateral and make it available to the Administrative Agent at places which the Administrative Agent shall reasonably select, whether at such Grantor's premises or elsewhere. The Administrative Agent shall apply the net proceeds of any action taken by it pursuant to this Section 8, after deducting all reasonable costs and expenses of every kind incurred in connection therewith or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Administrative Agent and the other Secured Parties hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Obligations, in such order as the Administrative Agent may elect, and only after such application and after the payment by the Administrative Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need the Administrative Agent account for the surplus, if any, to any Grantor. To the extent permitted by applicable law, each Grantor waives all claims, damages and demands it may acquire against the Administrative Agent or any other Secured Party arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition.

9. Limitation on Duties Regarding Preservation of Collateral. The Administrative Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Administrative Agent deals with similar property for its own account. Neither the Administrative Agent, any other Secured Party, nor any of their respective directors, officers, employees or agents shall be liable for failure to

demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Grantor or any other Person.

10. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are powers coupled with an interest and are irrevocable until payment in full of the Loans, the Reimbursement Obligations and the other Obligations then due and owing, the termination of the Commitments and the expiration, termination or return to the Issuing Lender of the Letters of Credit.

11. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating 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.

12. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

13. No Waiver; Cumulative Remedies. Neither the Administrative Agent nor any other Secured Party shall by any act (except by a written instrument pursuant to Section 14 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Administrative Agent or any other Secured Party, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Administrative Agent or any other Secured Party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Administrative Agent or such Secured Party would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

14. Waivers and Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Grantors and the Administrative Agent, provided that, if requested by the Grantors, any provision of this Agreement for the benefit of the Administrative Agent and/or the Secured Parties may be waived by the Administrative Agent in a written letter or agreement executed by the Administrative Agent or by telex or facsimile transmission from the Administrative Agent. This Agreement shall be binding upon the successors and assigns of the Grantors and shall inure to the benefit of the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that the Grantors may not assign, transfer or delegate any of their rights or obligations under this Agreement without the prior written consent of the Administrative Agent.

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15. Notices. All notices, requests and demands to or upon the parties hereto shall be made in accordance with subsection 11.2 of the Credit Agreement.

16. Authority of Administrative Agent. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the other Secured Parties, be governed by the Loan Documents and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and the Secured Parties, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and the Grantors shall not be under any obligation to make any inquiry respecting such authority.

17. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

18. Release of Collateral and Termination. (a) At such time as the Loans, the Reimbursement Obligations and the Obligations shall have been paid in full, the Commitments have been terminated and no Letters of Credit shall be outstanding, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Administrative Agent and each Grantor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to the Grantors. At the request and sole expense of any Grantor following any such termination, the Administrative Agent shall deliver to such Grantor any Collateral held by the Administrative Agent hereunder, and execute and deliver to such Grantor such documents as such Grantor shall reasonably request to evidence such termination.

(b) The Borrower shall deliver to the Administrative Agent, at least ten Business Days prior to the date of the proposed release, a written request for release identifying such Guarantor or the relevant Collateral and the terms of the sale or other disposition in reasonable detail, including the price thereof and any expenses in connection therewith, together with a certification by the Borrower stating that such transaction is in compliance with the Credit Agreement and the other Loan Documents.

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19. Incorporation of Provisions of Guarantee and Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral granted and created hereby are more fully set forth in the Guarantee, the terms, conditions and other provisions of which are incorporated by reference herein as if fully set forth herein. Nothing in this Agreement shall defer or impair the attachment or perfection of any security interest in any collateral described in the Guarantee which would attach or be perfected pursuant to the terms of the Guarantee without action by any of the Grantors or any other Person.

20. Third Amended and Restated Copyright, Patent and Trademark Security Agreement. Except as expressly amended, modified or supplemented hereby, the provisions of the Third Amended and Restated Copyright, Patent and Trademark Security Agreement, that is amended and restated by this Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered as of the date first above written.

HAYES LEMMERZ INTERNATIONAL, INC.
HAYES LEMMERZ INTERNATIONAL - OHIO, INC.
HAYES LEMMERZ INTERNATIONAL - CALIFORNIA, INC.
HAYES LEMMERZ INTERNATIONAL - HUNTINGTON, INC.
HAYES LEMMERZ INTERNATIONAL - HOWELL, INC.
HAYES LEMMERZ INTERNATIONAL - GEORGIA, INC.
HAYES LEMMERZ INTERNATIONAL - MEXICO, INC.
HLI (EUROPE), LTD.
HAYES LEMMERZ INTERNATIONAL - HOMER, INC.
HAYES LEMMERZ INTERNATIONAL – TEXAS, INC.
HAYES LEMMERZ INTERNATIONAL - KENTUCKY, INC.
HAYES LEMMERZ INTERNATIONAL - CMI, INC.
HAYES LEMMERZ INTERNATIONAL - CADILLAC, INC.
HAYES LEMMERZ INTERNATIONAL - MONTAGUE, INC.
HAYES LEMMERZ INTERNATIONAL - EQUIPMENT & ENGINEERING, INC.
HAYES LEMMERZ INTERNATIONAL - PETERSBURG, INC.
HLI - SUMMERFIELD REALTY CORP.
HAYES LEMMERZ INTERNATIONAL - BRISTOL, INC.
HAYES LEMMERZ INTERNATIONAL - PCA, INC.
HAYES LEMMERZ INTERNATIONAL – SOUTHFIELD, INC.
HAYES LEMMERZ INTERNATIONAL – TECHNICAL CENTER, INC.
HLI REALTY, INC.
HAYES LEMMERZ INTERNATIONAL - LAREDO, INC.

HAYES LEMMERZ INTERNATIONAL - TRANSPORTATION, INC.
HLI - VENTURES, INC.
HAYES LEMMERZ INTERNATIONAL - WABASH, INC,

By: _____
Name: Patrick B. Carey
Title: Secretary

Active US Trademark Matters - HLI

MST#	Country	Owner*	Mark	Status	Appl. No./ Filing Date	Reg. No./ Reg. Date
00983	US	HLI	TM WESTERN	Granted	73/400980 10/18/82	1256809 11/8/83
00986	US	HLI	KH DESIGN	Granted	72/248814 6/23/66	845788 3/12/68
01939	US	HLI	TM CIRCLE DESIGN	Granted	74/363040 2/23/93	1846193 7/19/94
02101	US	HLI	TM LOK-ALLOY	Granted	74/363037 2/23/93	1846192 7/19/94
02195	US	HLI	TM LOK	Granted	74/363045 2/23/93	1860356 10/25/94
02351	US	HLI	TM HAYES WHEELS	Granted	74/455507 11/1/93	1878318 2/7/95
03197	US	HLI	TM MICRO CONTROL AND DEVICE	Granted	74/649781 3/21/95	1958782 2/27/96
04357	US	HLI	TM FFC	Granted	75/175392 10/1/96	2211542 12/15/98
04964	US	HLI	TM CENTRULITE	Granted	75/265562 3/25/97	2400397 10/31/00
04966	US	HLI	TM CENTRUSTEEL	Granted	75/265563 3/25/97	2271009 8/17/99
05080	US	HLI-O	TM CENTRUELIGHT & DESIGN	Granted	72/147299	747524

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- * HLI (Hayes Lemmerz International, Inc.); HLI-C (Hayes Lemmerz International - CMI, Inc.); HLI-O (Hayes Lemmerz International – Ohio, Inc.);
- HLI-P (Hayes Lemmerz International – PCA, Inc.)

MST#	Country	Owner*	Mark	Status	Appl. No./ Filing Date	Reg. No./ Reg. Date
05082	US	HLI-O	TM POLYCAST	Granted	74/274201 5/11/92	1747028 1/19/93
05438	US	HLI-O	TM MOTOR WHEEL	Granted		1524390 2/14/89
05589	US	HLI	TM CENTRUMOUNT	Granted	75/350044 9/2/97	2257911 6/29/99
05646	US	HLI	TM HAYES LEMMERZ LOGO	Allowed	75/377410 10/22/97	
05688	US	HLI	TM SYNCRONIZER	Granted	75/383275 11/3/97	2269773 8/10/99
20792	US	HLI	TM ENERGIZE	Granted	75/580266 10/30/98	2415065 12/26/00
21656	US	HLI-P	TM S.A.M.C.	Granted	75/117625 6/11/96	2099031 9/23/97
21908	US	HLI	TM HAYES LEMMERZ + DESIGN	Granted	75/841372 11/5/99	2387838 9/19/00
22591	US	HLI-C	TM CMI & DESIGN	Granted	73/787843 3/20/89	1594880 5/8/90
22592	US	HLI-C	TM CMI	Granted	73/787970 3/20/89	1594881 5/8/90

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22593	US	HLI-C	TM CMI	Granted	73/787873 3/20/89	1595702 5/8/90
22595	US	HLI-C	TM CMI & DESIGN	Granted	74/047289 4/9/90	1675441 2/11/92

- * HLI (Hayes Lemmerz International, Inc.); HLI-C (Hayes Lemmerz International - CMI, Inc.); HLI-O (Hayes Lemmerz International – Ohio, Inc.);
- HLI-P (Hayes Lemmerz International – PCA, Inc.)

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