Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027- (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

2-10-03

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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):

VIASYSTEMS, INC. 2.10.03

☐ 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: JPMorgan Chase Bank, as Collateral Agent

Internal Address:

Street Address: P.O. Box 2558

City: Houston State: TX ZIP: 77252

☐ Individual(s) citizenship

☐ Association

☐ General Partnership

☐ Limited Partnership

☐ Corporation-State

☒ Other New York banking corporation

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: January 31, 2003

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

A. Trademark Application No.(s)
76/283,973 ; 76/284,024 ; 76/316,856 ; 76/316,858

B. Trademark Registration No.(s)
2,283,305 ; 2,171,962 ; 2,171,963

Additional number(s) attached? ☐ Yes ☒ No

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

Name: Robyn Rahbar, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): .....$ 190.00

☐ Enclosed

☒ Authorized to be charged to ~~deposit account~~ credit card

8. Deposit account number:

(Attach 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 Rahbar, Esq.
Name of Person Signing

Signature

2/6/03
Date

02/10/2003 GTON11 00000131 76283973

Total number of pages including cover sheet, attachments, and document: 8

01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

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

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of January 31, 2003, is made by Viasystems, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, a New York banking corporation, as Collateral Agent (the "Agent") for the Secured Parties. Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below) or the Guarantee and Collateral Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of January 31, 2003 (as amended, modified, supplemented, restated and in effect from time to time, the "Credit Agreement"), among the Grantor, Viasystems Group, Inc., a Delaware corporation ("Holdings"), the several banks and other financial institutions from time to time parties thereto (the "Lenders"), and JPMorgan Chase Bank, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), the Lenders have severally agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, Holdings and certain Domestic Subsidiaries of the Grantor have executed and delivered a Guarantee and Collateral Agreement, dated as of January 31, 2003, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the other Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

509265-0458-08923-NY02.2246450.2

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the other Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby assigns and transfers to the Agent, and hereby grants to the Agent for the benefit of the Secured Parties, a security interest in the Trademarks 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 (including, without limitation, those items listed on Schedule A hereto) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Agent and the other Secured Parties in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VIASYSTEMS, INC.

By:_____
Name: David J. Webster
Title: Sr. Vice President

JPMORGAN CHASE BANK
as Collateral Agent for the Secured Parties

By:_____
Name:
Title:

STATE OF Missouri)
) ss
COUNTY OF St. Louis)

On the 29th day of January, 2003, before me personally came David J. Webster, who is personally known to me to be the Sr. Vice President of Viasystems, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Sr. Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Marcia L. Bub
Notary Public

MARCIA L. BUB
Notary Public - Notary Seal
STATE OF MISSOURI
City of St. Louis
My Commission Expires: Sept. 4, 2005

(PLACE STAMP AND SEAL ABOVE)

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SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VIASYSTEMS, INC.

By:_____
Name:
Title:

JPMORGAN CHASE BANK
as Collateral Agent for the Secured Parties

By:_____
Name: John McDonagh
Title: Managing Director

STATE OF New York)
) ss
COUNTY OF New York)

On the 31st day of January, 2003, before me personally came John McNorgh, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, a New York banking corporation; who, being duly sworn, did depose and say that she/he is the _____ in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

MARGARITA ORTIZ
Notary Public State of New York
Registration #01OR6041062
Qualified in Queens County
My Commission Expires May 1, 2006

Margarita Ortiz
Notary Public

(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademarks Registrations and Applications

Trademark	Registration or Serial Number
DESIGN ONLY	2,283,305
OPTOLAYER	76/283,973
VIAWAVE	76/284,024
VIASUPPLY	76/316,856
VIASUPPLY	76/316,858
VIASYSTEMS	2,171,962
VIASYSTEMS AND DESIGN	2,171,963

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