

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

1. Name of conveying party(ies):
MSX International Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
Name: Citicorp Mezzanine III, L.P.
Address:
399 Park Avenue
14th Floor
New York, NY 10043

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership Delaware
 Corporation _____
 Other _____

3. Nature of conveyance:

 Assignment Merger
 Security Agreement Change of Name

 Other
Effective Date: August 1, 2003

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s): See attached schedule
Additional numbers attached? Yes No

B. Trademark Registration No.(s): See Attached Schedule

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

Hayley M. Smith
Senior Legal Assistant
Kirkland & Ellis
153 East 53rd Street
New York, NY 10022-4675

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 3.41)..... \$ 265.00
 Enclosed
 To be Charged to Deposit Account
8. Deposit Account No. 111098
(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.

Hayley M. Smith Hayley M. Smith 10/27/03
Name of Person Signing Signature Date

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

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

CH \$265.00 111098 76323866

SCHEDULE

Mark	Application Number	Registration Number
6D	76/323,866	
A& DESIGN	72/147,158	0,753,222
APPLYING TECHNOLOGY DELIVERING RESULTS	75/681,427	2,511,471
B2BBUYER	75/814,693	2,681,980
B2BBUYER (REFILE)	76/391,772	
C&C DESIGN	73/310,950	1,219,893
CARS & CONCEPTS	73/310,949	1,219,892
MSX INTERNATIONAL	75/632,287	2,644,916
MSX INTERNATIONAL	75/447,227	2,320,235
MSX INTERNATIONAL & DESIGN	75/632,286	2,644,915

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 1, 2003, is made between MSX INTERNATIONAL, INC., a Delaware corporation (the "Grantor"), and CITICORP MEZZANINE III, L.P., in its capacity as collateral agent (together with its successor(s) thereto, in such capacity the "Collateral Agent") for each of the Secured Parties;

WITNESSETH:

WHEREAS, the Issuer, MSX International Limited, certain other Subsidiaries of the Issuer and Citicorp Mezzanine III, L.P., have entered into the Third Secured Term Loan Agreement, dated as of August 1, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Loan Agreement"), and in connection therewith, the Issuer and MSX International Limited have issued (the "Notes Issuance") the Notes;

WHEREAS, the Issuer and certain other Subsidiaries of the Issuer have entered into the Senior Credit Facility, pursuant to which the Senior Lenders have agreed to make certain loans and other financial accommodations to the Grantors from time to time, and the Issuer and certain other Subsidiaries of the Issuer have each entered into various agreements granting Liens to the Administrative Agent for the benefit of the Senior Lenders as well;

WHEREAS, the Grantors and certain other Subsidiaries of the Issuer have entered into the Indenture, pursuant to which the Issuer and MSX International Limited issued the Senior Secured Notes;

WHEREAS, the Lender and certain other secured parties have entered into the Intercreditor Agreement setting forth certain rights of the parties thereto with respect to the Collateral;

WHEREAS, in connection with the Loan Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of August 1, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, as a condition precedent to the Notes Issuance, the Grantor is required to execute and deliver this Agreement and to grant to the Collateral Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations;

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

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from proceeds of the Notes issued by the Issuer;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Holders to acquire the Notes and maintain the Indebtedness evidenced thereby, the Grantor agrees, for the benefit of each Secured Party, 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 incorporated by reference) in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Collateral Agent, and grant to the Collateral Agent a security interest in, for its benefit and the benefit of each Secured Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing by it:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") of the Grantor, now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule I attached hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Schedule I attached hereto;

(c) all renewals of any of the items described in clause (a);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a); and

(e) all proceeds of, and rights associated with, the items described in clauses a, c and d, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Schedule I attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Pledge and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Collateral Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Collateral Agent for its benefit and the benefit of each Secured Party under the Pledge and Security Agreement. The Pledge and Security Agreement (and all rights and remedies of the Collateral Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full in cash of all Secured Obligations, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security 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 6. Related Document, etc. This Agreement is a Related Document executed pursuant to the Loan Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Loan Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

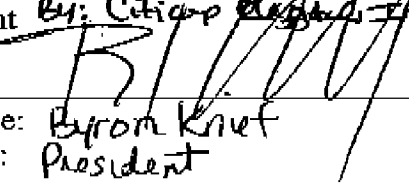
SECTION 8. Intercreditor Agreement. This Agreement is subject in all respects to the terms and conditions set forth in the Intercreditor Agreement.

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.

MSX INTERNATIONAL, INC., a Delaware corporation

By 
Name: Frederick K. Minturn
Title: Executive Vice President

CITICORP MEZZANINE III, L.P., as Collateral Agent By: Citicorp ~~Capital~~ Investors, Ltd.
Its: General Partner

By 
Name: Byron Knief
Title: President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

MSX International, Inc.

Trademark Report by Country

REFERENCE #	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
AUSTRALIA							
65567-0118	MSX	7/22/1997	739665	7/2/1999	739685	REGISTERED	35
65567-0025	MSX INTERNATIONAL	2/10/1998	754697	8/25/1998	754697	REGISTERED	42
65567-0026	MSX INTERNATIONAL	11/18/1998	778746	9/22/2000	778746	REGISTERED	35, 41, 42, 40
65567-0012	MSX INTERNATIONAL & DESIGN	11/18/1998	778748	9/22/2000	778748	REGISTERED	35, 40, 41, 42
65567-0011	MSX INTERNATIONAL & DESIGN	11/6/1997	748059	6/26/1998	748059	REGISTERED	42
65567-0004	MSX INTERNATIONAL CREATING THE FUTURE	8/28/1997	742567	3/13/1998	742567	REGISTERED	42
BRAZIL							
65567-0254	B2BBUYER	5/29/2002	824630793			PENDING	35
65567-0027	MSX INTERNATIONAL	3/12/1998	820606413	5/28/2002	820606413	REGISTERED	42
65567-0256	MSX INTERNATIONAL	9/18/2002	824938305			PENDING	35
65567-0013	MSX INTERNATIONAL & DESIGN	12/2/1997	820420840	4/3/2001	820420840	REGISTERED	42
65567-0257	MSX INTERNATIONAL & DESIGN	9/18/2002	824938330			PENDING	35
CANADA							
65567-0255	B2BBUYER	7/26/2002	1148101			PENDING	
65567-0038	GEOMETRIC RESULTS	7/16/1992	709017	5/12/1995	442699	REGISTERED	**
65567-0037	GEOMETRIC RESULTS	8/5/1993	734,337	11/3/1995	449540	REGISTERED	**
65567-0047	GEOMETRIC RESULTS & DESIGN	8/5/1993	734339	3/15/1996	TMA455197	REGISTERED	**
65567-0029	MSX INTERNATIONAL	5/20/1998	878807	9/23/2002	567826	REGISTERED	**
65567-0030	MSX INTERNATIONAL	11/18/1998	896993	6/22/2000	TMA529701	REGISTERED	**
65567-0016	MSX INTERNATIONAL & DESIGN	12/8/1997	863523	8/26/1999	TMA515519	REGISTERED	**

65567-0017	MSX INTERNATIONAL & DESIGN	11/18/1998	896994	6/22/2000	TMA529703	REGISTERED	**
65567-0060	TRIANGLE DESIGN	7/16/1992	709042	9/15/1995	TMA447541	REGISTERED	**

CHINA

65567-0032	MSX INTERNATIONAL	12/21/1998	9800143928	3/28/2001	1547815	REGISTERED	35
65567-0031	MSX INTERNATIONAL	3/11/1998	9800020232	6/14/1999	1284954	REGISTERED	42
65567-0019	MSX INTERNATIONAL & DESIGN	12/21/1998	9800143829	3/28/2001	1547816	REGISTERED	35
65567-0018	MSX INTERNATIONAL & DESIGN	4/21/1998	9800038322	10/7/1999	1322438	REGISTERED	42
65567-0007	MSX INTERNATIONAL CREATING THE FUTURE	4/21/1998	9800038323			PENDING	42

EUROPEAN UNION (CTM)

65567-0250	B2BBUYER	5/16/2002	002699684			PENDING	35
65567-0034	MSX INTERNATIONAL	11/18/1998	993121	4/14/2000	000993121	REGISTERED	35,41,42
65587-0033	MSX INTERNATIONAL	11/8/1996	403048	1/21/1999	403048	REGISTERED	42
65567-0020	MSX INTERNATIONAL & DESIGN	11/4/1997	688236	6/23/1999	688236	REGISTERED	42
65567-0021	MSX INTERNATIONAL & DESIGN	11/18/1998	1001049	7/3/2000	1001049	REGISTERED	35
65567-0008	MSX INTERNATIONAL CREATING THE FUTURE	8/28/1997	619049			PENDING	42

FRANCE

65567-0039	GEOMETRIC RESULTS	8/27/1993	93481667	8/27/1993	93481667	REGISTERED	35,41
65567-0048	GEOMETRIC RESULTS & DESIGN	8/27/1993	93481668	8/27/1993	93481668	REGISTERED	35,41

GERMANY

65567-0040	GEOMETRIC RESULTS	8/18/1993	F42837/35 WZ	3/29/1995	2094065	REGISTERED	35,41
65567-0049	GEOMETRIC RESULTS & DESIGN	8/16/1993	F42836/35 WZ	12/29/1994	2088527	REGISTERED	35,41

INDIA

65567-0022	MSX INTERNATIONAL & DESIGN					PROPOSED	
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ITALY

65567-0043	GEOMETRIC RESULTS	8/26/1993	F193C/590	6/7/1999	680162	REGISTERED	35,41
65567-0052	GEOMETRIC RESULTS & DESIGN	8/26/1993	F1933C/589	6/7/1996	680161	REGISTERED	35,41

MEXICO

65567-0251	B2BBUYER	8/6/2002	559685			PENDING	35
65567-0103	ENGINEERING THE FUTURE	10/13/1999	394897			PENDING	42
65567-0044	GEOMETRIC RESULTS	8/30/1993	176740	6/21/1994	464118	REGISTERED	35
65567-0203	GEOMETRIC RESULTS	8/30/1993	176739			PENDING	41
65567-0063	GEOMETRIC RESULTS & DESIGN	8/30/1993	176742	6/21/1994	464119	REGISTERED	35
65567-0054	GEOMETRIC RESULTS & DESIGN	8/30/1993	176741			PENDING	41
65567-0036	MSX INTERNATIONAL	1/15/1999	360355	2/25/1999	602168	REGISTERED	35
65567-0035	MSX INTERNATIONAL	2/25/1998	323647	6/31/1999	621221	REGISTERED	42
65567-0024	MSX INTERNATIONAL & DESIGN	1/15/1999	360357	4/29/1999	607741	REGISTERED	35
65567-0023	MSX INTERNATIONAL & DESIGN	2/19/1998	323012	3/26/1998	573060	REGISTERED	42
65567-0010	MSX INTERNATIONAL CREATING THE FUTURE	9/24/1997	308426	8/31/1999	621085	REGISTERED	42

POLAND

65567-0252	B2BBUYER	5/21/2002	Z250637			PENDING	35
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PORTUGAL

65567-0253	B2BBUYER	7/9/2002	365348			PENDING	35
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SOUTH KOREA

65567-0259	MSX INTERNATIONAL	4/9/2003	7384/2003			PENDING	35, 42
65567-0260	MSX INTERNATIONAL & DESIGN	4/9/2003	7385/2003			PENDING	35, 42

SPAIN

65567-0045	GEOMETRIC RESULTS		1765699			PENDING	41
65567-0057	GEOMETRIC RESULTS & DESIGN	6/4/1993	1765696	1/5/1995	1765696	REGISTERED	38

SWEDEN

65567-0046	GEOMETRIC RESULTS	8/23/1993	93/07560	4/13/1995	300532	REGISTERED	35, 41
65567-0059	GEOMETRIC RESULTS & DESIGN II	8/23/1993	93/07561	10/21/1994	261414	REGISTERED	35, 41

UNITED KINGDOM

65567-0108	ENGINEERING THE FUTURE	10/13/1999	2211331	10/13/1999	2211331	REGISTERED	42
65567-0042	GEOMETRIC RESULTS	8/18/1993	1545015	12/22/1995	A1545015	REGISTERED	41
65567-0041	GEOMETRIC RESULTS	8/16/1993	1545014	5/3/1996	1545014	REGISTERED	35
65567-0050	GEOMETRIC RESULTS & DESIGN	8/16/1993	1545016	9/1/1995	A1545016	REGISTERED	35
65567-0051	GEOMETRIC RESULTS & DESIGN	8/16/1993	1545017	8/18/1995	A1545017	REGISTERED	41

UNITED STATES

65567-0241	6D	10/11/2001	76/323,866			ALLOWED	42
65567-0073	A & DESIGN	6/25/1962	72/147,528	7/23/1963	0,753,222	REGISTERED	12
65567-0074	APPLYING TECHNOLOGY DELIVERING RESULTS	4/13/1999	75/681,427	11/27/2001	2,511,471	REGISTERED	39,40,42
65567-0096	B2BBUYER	10/4/1999	75/814,693	1/28/2003	2,681,980	REGISTERED	35
65567-0246	B2BBUYER (REFILE)	3/19/2002	76/391,772			PENDING	35
65567-0070	C&C DESIGN	5/18/1981	73/310,950	12/14/1982	1,219,893	REGISTERED	12
65567-0089	CARS & CONCEPTS	5/18/1981	73/310,949	12/14/1982	1,219,892	REGISTERED	12
65567-0072	MSX INTERNATIONAL	1/29/1999	75/632,287	11/5/2002	2,644,916	REGISTERED	35,36,39 40,41,42
65567-0071	MSX INTERNATIONAL	3/9/1998	75/447,227	2/22/2000	2,320,235	REGISTERED	42
65567-0068	MSX INTERNATIONAL & DESIGN	1/29/1999	75/632,286	11/5/2002	2,644,915	REGISTERED	35,36,39 40,41,42

SCHEDULE I
To Trademark Security Agreement

Item B. Trademarks

License Agreement by and between MSX International (Holdings) Inc.
and MSXI Korea Limited, dated as of February 10, 2003.