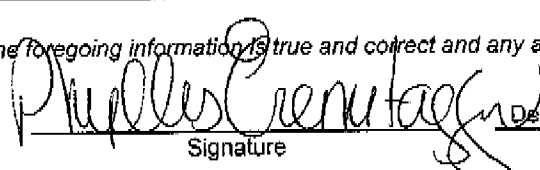
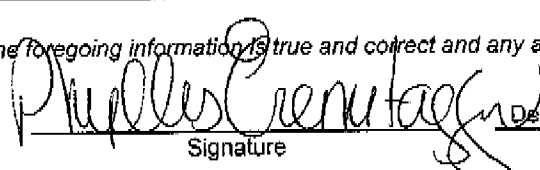
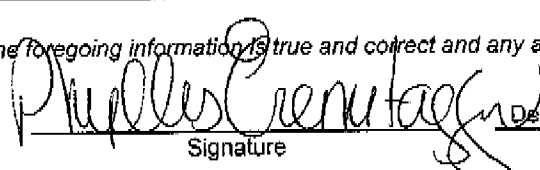


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office				
Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼						
To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.						
1. Name of conveying party(ies): HLI Operating Company, Inc. Hayes Lemmerz International, Inc. Hayes Lemmerz International-Ohio, Inc. Hayes Lemmerz International-CMI, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies): Name: _____ <u>Citicorp North America, Inc. as "Agent"</u> Internal Address: _____ Address: _____ <u>388 Greenwich Street, 19th</u> Street Address: _____ Floor _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10013</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</small>					
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution date: <u>June 3, 2003</u>						
4. Application number(s) or registration number(s): <table style="width: 100%;"> <tr> <td style="width: 50%;">A. Trademark Application No.(s)</td> <td style="width: 50%;">B. Trademark Registration No.(s) <u>1256809 and others on Schedule I</u></td> </tr> <tr> <td style="text-align: right;">Additional number(s) attached</td> <td><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</td> </tr> </table>			A. Trademark Application No.(s)	B. Trademark Registration No.(s) <u>1256809 and others on Schedule I</u>	Additional number(s) attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
A. Trademark Application No.(s)	B. Trademark Registration No.(s) <u>1256809 and others on Schedule I</u>					
Additional number(s) attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Lester Szeto</u> Internal Address: <u>Weil, Gotshal & Manges, LLP</u> _____ _____ Street Address: <u>767 5th Avenue</u> _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10153</u>	6. Total number of applications and registrations involved: 28 7. Total fee (37 CFR 3.41): \$ <u>715.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>23-0800</u> _____ (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. <table style="width: 100%;"> <tr> <td style="width: 30%; vertical-align: bottom;"> <u>Phyllis Eremitaggio</u> Name of Person Signing </td> <td style="width: 40%; text-align: center; vertical-align: bottom;">  Signature </td> <td style="width: 30%; text-align: right; vertical-align: bottom;"> <u>December 30, 2003</u> Date </td> </tr> </table> <div style="text-align: right; margin-top: 10px;"> Total number of pages including cover sheet, attachments, and document: </div>			<u>Phyllis Eremitaggio</u> Name of Person Signing	 Signature	<u>December 30, 2003</u> Date	
<u>Phyllis Eremitaggio</u> Name of Person Signing	 Signature	<u>December 30, 2003</u> Date				
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231						

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Trademarks

* HLI (HLI); HLI-C (HLI - CMI, Inc.); HLI-O (HLI - Ohio, Inc.); HLI-P (HLI- PCA, Inc.); MWC (Motor Wheels Corporation); HLI-EE (HLI-Equipment and Engineering, Inc.); CMI (CMI International Inc.)

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner*
TM WESTERN	United States	1256809 (73/400980)	11/8/83 (10/18/82)	HLI
KH DESIGN	United States	845788 (72/248814)	3/12/68 (6/23/66)	HLI
TM CIRCLE DESIGN	United States	1846193 (74/363040)	7/19/94 (2/23/93)	HLI
TM LOK-ALLOY	United States	1846192 (74/363037)	7/19/94 (2/23/93)	HLI
TM LOK	United States	1860356 (74/363045)	10/25/94 (2/23/93)	HLI
TM HAYES WHEELS	United States	1878318 (74/455507)	2/7/95 (11/1/93)	HLI
TM MICRO CONTROL AND DEVICE	United States	1958782 (74/649781)	2/27/96 (3/21/95)	HLI
TM FFC	United States	2211542 (75/175392)	12/15/98 (10/1/96)	HLI
TM CENTRULITE	United States	2400397 (75/265562)	10/31/00 (3/25/97)	HLI
TM CENTRUSTEEL	United States	2271009 (75/265563)	8/17/99 (3/25/97)	HLI
TM CENTRUELIGHT & DESIGN	United States	747524 (72/147299)	4/2/63 (6/20/62)	HLI-O
TM MOTOR WHEEL	United States	1524390	2/14/89	HLI-O
TM CENTRUMOUNT	United States	2257911 (75/350044)	6/29/99 (9/2/97)	HLI
TM HAYES LEMMERZ LOGO	United States	2552925 (75/377410)	3/26/02 (10/22/97)	HLI
TM SYNCRONIZER	United States	2269773 (75/383275)	8/10/99 (11/3/97)	HLI
TM ENERGIZE	United States	2415065 (75/580266)	12/26/00 (10/30/98)	HLI
TM S.A.M.C.	United States	2099031 (75/117625)	9/23/97 (6/11/96)	HLI-P
TM HAYES LEMMERZ + DESIGN	United States	2387838 (75/841372)	9/19/00 (11/5/99)	HLI
TM CMI & DESIGN	United States	1594880 (73/787843)	5/8/90 (3/20/89)	HLI-C
TM CMI	United States	1594881 (73/787970)	5/8/90 (3/20/89)	HLI-C
TM CMI	United States	1595702 (73/787873)	5/8/90 (3/20/89)	HLI-C
CENTRUCAST	United States	76/044,697	(5/10/00)	HLI
INTRA-CAST	United States	2,480,510 (75/664,949)	8/21/01 (3/22/99)	HLI
ULTRA Q	United States	75/839,837	(11/3/99)	HLI
CENTRIFUSE "PLUS"	United States	75/664,717	(3/22/99)	HLI

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner*
ENERGIZE	Canada	TMA548,569 (1,030,162)	7/24/01 (9/27/99)	HLI
SYNCRONIZER	Canada	TMA544,963 (1,030,161)	5/11/01 (9/27/99)	HLI
DESIGN ONLY	Canada	TMA461,689 (778,688)	8/23/96 (3/24/95)	HLI
LEMMERZ	Canada	TMA198,820 (363,784)	4/19/74 (4/24/73)	HLI
HL	European Community	823,864	1/4/00 (5/13/98)	HLI
HAYES LEMMERZ	European Community	656,488	12/15/99 (10/17/97)	HLI
HAYES LEMMERZ	Switzerland	451,453	(10/20/97)	HLI
HAYES LEMMERZ	Japan	4,241,845 (H09-171,215)	2/19/99 (10/24/97)	HLI
CENTRIFUSE	Canada	TMDA054,314 (156,755)	5/17/32 (3/23/32)	MWC
F & H	United States	775,664	72 183,074	HLI
TM CENTRUELIGHT & DESIGN	Canada	192,254	6/29/73	HLI-O
TM CIRCLE DESIGN	Czech Republic	197,631	2/25/97	HLI
TM CIRCLE DESIGN	Slovak Republic	182,722	10/20/98	HLI
TM CIRCLE DESIGN	Australia	656,371	6/7/96	HLI
TM CIRCLE DESIGN	Australia	656,372	5/23/96	HLI
TM FIBERIDE	Canada	355,583	5/12/89	HLI-O
TM HAYES LEMMERZ LOGO	Argentina	1,740,781	6/22/99	HLI
TM HAYES LEMMERZ LOGO	Brazil		820410888 (12/11/97)	HLI
TM HAYES LEMMERZ LOGO	Canada		867,696 (1/29/98)	HLI
TM HAYES LEMMERZ LOGO	Mexico	649,120	3/31/2000	HLI
TM HAYES LEMMERZ LOGO	South Africa	97/17146	3/20/2001	HLI
TM HAYES LEMMERZ LOGO	Turkey	202,043	12/3/97	HLI
TM HAYES LEMMERZ LOGO	Venezuela	22251-97	6/2/2000	HLI
TM HAYES WHEELS	Czech Republic	197,632	2/25/97	HLI

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Owner*
TM HAYES WHEELS	Slovak Republic	181,443	7/23/98	HLI
TM HL AND DESIGN	Argentina	1,785,066	3/31/2000	HLI
TM HL AND DESIGN	Brazil		821173618 (2/9/99)	HLI
TM HL AND DESIGN	South Africa		99/0833 (1/21/99)	HLI
KH DESIGN	Venezuela	57,023	2/12/70	HLI
TM LEMMERZ (STYLIZED)	Argentina	1,637,293	7/7/97	HLI
TM MULTI-STYLE	Canada	190,476	4/27/73	HLI-O
TM MW IN CIRCLE	Canada	201,602	9/6/74	HLI-O
GEMTECH	United States		78/159240 (8/29/2002)	HLI
KROMKOTE	United States		78/124453 (4/26/02)	HLI
CENTRIFUSE	United States	1748374 (74/282,624)	01/26/93 (06/08/92)	HLI-O
CENTRIFUSE	United States	TMDA543 (156755)	05/17/87	HLI-O
CENTRIFUSE	United States	849030	05/14/84	HLI-O
CENTRIFUSE	United States	806535	05/08/93	HLI-O
CENTRIFUSE	United States	1466507 (927165)	05/16/88	HLI-O
CENTRIFUSE	United States	A180206 (A180206)	05/08/84	HLI-O
CENTRIFUSE	United States	455110 (33716C83)	05/10/83	HLI-O
CENTRIFUSE	United States	00629589 (016.004/74)	04/25/96 (09/05/74)	HLI-O
CENTRIFUSE	United States	40975-F (1836-96)	02/13/96	HLI-O
CENTRUCAST	United States	645879 (409395)	03/22/00 (02/04/00)	HLI
CENTRIFUSE LITE	United States	(76/431,976)	07/15/02	HLI

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Form PTO-1594
(Rev. 03/01)
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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): HLI Operating Company, Inc. Hayes Lemmerz International, Inc. Hayes Lemmerz International-Ohio, Inc. Hayes Lemmerz International-CMI, Inc.</p> <p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ </p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ </p> <p>Execution date: <u>June 3, 2003</u></p>	<p>2. Name and address of receiving party(ies): Name: _____ <u>Citicorp North America, Inc. as "Agent"</u> Internal Address: _____ Address: _____ <u>388 Greenwich Street, 19th</u> Street Address: _____ <u>Floor</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10013</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</small> </p>				
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Additional number(s) attached	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No				
<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Lester Szeto</u></p> <p>Internal Address: <u>Weil, Gotshal & Manges, LLP</u></p> <p>Street Address: <u>767 5th Avenue</u></p> <p>City: <u>New York</u> State: <u>NY</u> Zip: <u>10153</u></p>	<p>6. Total number of applications and registrations involved: 39</p> <p>7. Total fee (37 CFR 3.41): \$ <u>990.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account </p> <p>8. Deposit account number: <u>23-0800</u> (Attach duplicate copy of this page if paying by deposit account) </p>				
<p>DO NOT USE THIS SPACE</p>					
<p>9. Statement and signature. <i>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.</i></p> <p> <u>Phyllis Eremittaggio</u> <u>Phyllis Eremittaggio</u> <u>June 12, 2003</u> Name of Person Signing Signature Date </p>					

06/16/2003 TDI A21 00000096 230800 1256809 Total number of pages including cover sheet, attachments, and document: 13

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02 FC:8522 950.00 DA

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

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

(see attached)

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 3, 2003, by HLI Operating Company, Inc. ("*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.10 (Additional Grantors)* of the Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp North America, Inc. ("*CNAI*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Administrative Agent*").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 3, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Holdings, the Lenders and Issuers party thereto, CNAI, as administrative agent for the Lenders and Issuers, Lehman Commercial Paper Inc., as syndication agent and General Electric Capital Corporation, as documentation agent, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Administrative Agent (the "*Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Section 3. Security Agreement

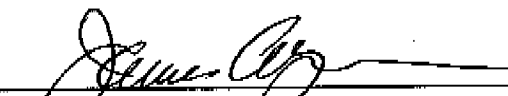
The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

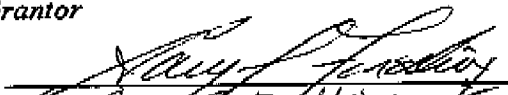
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HLI OPERATING COMPANY, INC.,
as Borrower and Grantor

By: 
Name: *James A. Goff*
Title: *Chief Financial Officer*

HAYES LEMMERZ INTERNATIONAL, INC,
HAYES LEMMERZ INTERNATIONAL-OHIO, INC,
HAYES LEMMERZ INTERNATIONAL-CMI, INC,
as Grantor

By: 
Name: *Gary J. Findling*
Title: *Treasurer*

ACKNOWLEDGEMENT OF GRANTOR

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

On this 3rd day of June, 2003 before me personally appeared James A. Gost, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HLL Operating Company, LLC who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

KAREN YAN YAN MO
NOTARY PUBLIC, State of New York
No. 01MO6079737
Qualified in New York County
Commission Expires Sept. 3, 2006

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)COUNTY OF New York)

ss.

On this 30 day of June, 2003 before me personally appeared
Gary J. Findling, proved to me on the basis of satisfactory evidence to be the person
 who executed the foregoing instrument on behalf of _____, who being by me duly
 sworn did depose and say that he is an authorized officer of said corporation, that the said
 instrument was signed on behalf of said corporation as authorized by its Board of Directors and
 that he acknowledged said instrument to be the free act and deed of said corporation.

Hayes Lemmerz International, Inc.
Hayes Lemmerz International - Ohio, Inc.
Hayes Lemmerz International - CMI, Inc.

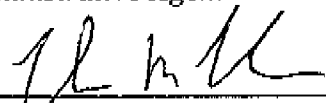


Notary Public

KAREN YAN YAN MO
 NOTARY PUBLIC, State of New York
 No. 01MO6079737
 Qualified in New York County
 Commission Expires Sept. 3, 2006

ACCEPTED AND AGREED
as of the date first above written:

CITICORP NORTH AMERICA, INC.,
as Administrative Agent

By: 

Name:

Title:

THOMAS M. HALSCH
VICE PRESIDENT

{SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT}

RECORDED: 06/12/2003

TRADEMARK
REEL: 002771 FRAME: 0152