

10-27-2003



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Tab settings

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

IRW INTELLECTUAL PROPERTY CORP.

- Individual(s) Association General Partnership Limited Partnership Corporation-State 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: 270 PARK AVENUE

City: NEW YORK State: NY Zip: 10017

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State NEW YORK Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other SUPPLEMENT NO. 1

Execution Date: OCTOBER 3, 2003

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

A. Trademark Application No.(s) SEE ATTACHED

B. Trademark Registration No.(s) SEE ATTACHED

Additional number(s) attached Yes No

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

Name: PENILOPE J.A. AGODOA

Internal Address: FEDERAL RESEARCH CORPORATION

Street Address: 1030 FIFTEENTH STREET NW, SUITE 920

City: WASHINGTON State: D.C. Zip: 20005

6. Total number of applications and registrations involved:

12

7. Total fee (37 CFR 3.41):

\$315.00

- Enclosed Authorized to be charged to deposit account

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.

RANDI S. ARONOW

Name of Person Signing

Signature

10/22/2003

Date

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

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

6701/290 E. KANDEL BURG

10/27/2003 8TUM11 00000009 1105473

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TRADEMARK REEL: 002859 FRAME: 0274

Active U.S. Trademarks

Exhibit A

Trademark	Classification	Serial No.	Registration No.	Registration Date
ROSS (Script)	7, 12	1105473	REG	Nov-07-1978
ROSS (Script)	12	751965	REG	JUL-02-1963
ROSS HYDRAGLIDE (Slv)	12	1081214	REG	Mar-15-1977
TRW (Beam Logo)	9, 20	1443834	REG	Jun-23-1967
TRW (Beam Logo)	7, 9, 12	1480453	REG	Mar-15-1968
TRW (Beam Logo)	36	1362434	REG	Sep-24-1985
TRW (Block)	7	1081135	REG	Mar-15-1977
TRW (Block)	9	788907	REG	May-04-1965
TRW (Block)	8	1052293	REG	Nov-09-1976
TRW (Block)	12	1088547	REG	Aug-08-1978
TRW (Block)	6	1084308	REG	Apr-26-1977
WE DO THE TOUGH STUFF	42	767031399	PEN	Apr-20-2000

SUPPLEMENT NO. 1 dated as of October 3, 2003 (this "Supplement"), to the U.S. Guarantee and Collateral Agreement dated as of February 28, 2003 (the "U.S. Guarantee and Collateral Agreement"), among TRW Intellectual Property Corp., a Michigan corporation and JPMORGAN CHASE BANK, a New York banking corporation ("JPMCB"), as Collateral Agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

A. Reference is made to the Credit Agreement dated as of February 27, 2003 (as amended, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among Holdings, Intermediate Holdings, the U.S. Borrower, the Foreign Subsidiary Borrowers party thereto, the Lenders party thereto (the "Lenders"), JPMCB, as Administrative Agent and Collateral Agent, Credit Suisse First Boston, acting through its Cayman Islands Branch, Lehman Commercial Paper Inc., and Deutsche Bank Securities Inc., as Co-Syndication Agents, and Bank of America, N.A., as Documentation Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the U.S. Guarantee and Collateral Agreement referred to therein.

C. The Guarantors have entered into the U.S. Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and each Issuing Bank to issue Letters of Credit. Section 7.16 of the U.S. Guarantee and Collateral Agreement provides that additional Subsidiaries may become Subsidiary Parties under the U.S. Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Subsidiary") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the U.S. Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and each Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Subsidiary agree as follows:

SECTION 1. In accordance with Section 7.16 of the U.S. Guarantee and Collateral Agreement, the New Subsidiary by its signature below becomes a Subsidiary Party and a Guarantor under the U.S. Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Party and a Guarantor, and the New Subsidiary hereby (a) agrees to all the terms and provisions of the U.S. Guarantee and Collateral Agreement applicable to it as a Subsidiary Party and Guarantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Guarantor thereunder are true and correct, in all material respects, on and as of the date hereof. In furtherance of the foregoing, the New Subsidiary, as security for the payment and performance in full of the Obligations (as defined in the U.S. Guarantee and Collateral Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, their successors and assigns, a security interest in and Lien on all the New Subsidiary's right, title and interest in and to the Collateral (as defined in the U.S. Guarantee and Collateral Agreement) of the New Subsidiary. Each reference to a "Subsidiary Party" or a "Guarantor" in the U.S.

Guarantee and Collateral Agreement shall be deemed to include the New Subsidiary. The U.S. Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Subsidiary represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to (i) the effects of bankruptcy, insolvency, moratorium, reorganization, fraudulent conveyance or other similar laws affecting creditors' rights generally, (ii) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law) and (iii) implied covenants of good faith and fair dealing.

SECTION 3. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. This Supplement shall become effective when (a) the Collateral Agent shall have received a counterpart of this Supplement that bears the signature of the New Subsidiary and (b) the Collateral Agent has executed a counterpart hercof.

SECTION 4. The New Subsidiary hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Article 9 Collateral of the New Subsidiary, (b) set forth on Schedule II attached hereto is a true and correct schedule of all the Pledged Securities of the New Subsidiary and (c) set forth under its signature hereto, is the true and correct legal name of the New Subsidiary, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the U.S. Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In the event any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the U.S. Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby. The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the U.S. Guarantee and Collateral Agreement.

SECTION 9. The New Subsidiary agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, disbursements and other charges of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Subsidiary and the Collateral Agent have duly executed this Supplement to the U.S. Guarantee and Collateral Agreement as of the day and year first above written.

TRW INTELLECTUAL PROPERTY CORP.

by 
Name: Joseph S. Cantie
Title: Vice President & Treasurer

Legal Name:

TRW Intellectual Property Corp.


Jurisdiction of Formation:

Michigan

Location of Chief Executive Office:

12025 Tech Center Drive
Livonia, MI 48150-2122

JPMORGAN CHASE BANK,
as Collateral Agent,

by 
Name:
Title:

**Schedule I
to Supplement No. 1
to the Guarantee and
Collateral Agreement**

LOCATION OF ARTICLE 9 COLLATERAL

Description

Location

TRW Trademark Records

12025 Tech Center Drive
Livonia, MI 48150-2122

Schedule II
to Supplement No. 1
to the Guarantee and
Collateral Agreement

Pledged Securities of the New Subsidiary

EQUITY INTERESTS

Number of Issuer Certificate	Registered Owner	Number and Class of Equity Interests	Percentage of Equity Interests
[None.]			

DEBT SECURITIES

Issuer	Principal Amount	Date of Note	Maturity Date
[None.]			

OTHER PROPERTY

U.S. Trademark Registrations

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
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**See Exhibit A
attached hereto and made a part hereof.**

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>
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