# TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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|---|---|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|---|---|---|
| Kelsey-Hayes Company | | 01/24/2005 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|---|---|
| Name: | JPMorgan Chase Bank, N.A. |
| Street Address: | 270 Park Avenue |
| City: | New York |
| State/Country: | NEW YORK |
| Postal Code: | 10017 |
| Entity Type: | Bank: |

PROPERTY NUMBERS Total: 5

| Property Type | Number | Word Mark |
|---|---|---|
| Registration Number: | 1893462 | |
| Registration Number: | 1645137 | EBC |
| Registration Number: | 1324370 | KELSEY |
| Registration Number: | 814337 | KELSEY-HAYES |
| Registration Number: | 800213 | KH |

CH $140.00 1893462

CORRESPONDENCE DATA

Fax Number: (202)783-0145
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Suite 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

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|---|---|
| NAME OF SUBMITTER: | Penelope J.A. Agodoa |

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|---|---|
| Signature: | /pja/ |
| Date: | 02/14/2005 |

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT, dated as of January 24, 2005, among TRW AUTOMOTIVE HOLDINGS CORP., a Delaware corporation ("Holdings"), TRW AUTOMOTIVE INTERMEDIATE HOLDINGS CORP., a Delaware corporation ("Intermediate Holdings"), TRW AUTOMOTIVE INC. (f/k/a TRW Automotive Acquisition Corp.), a Delaware corporation (the "U.S. Borrower"), the Grantors listed on Schedule I hereto (the "Grantors") and JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Administrative Agent").

Reference is made to the U.S. Guarantee and Collateral Agreement dated as of February 28, 2003 (as amended by the Reaffirmation Agreement dated December 17, 2004, among Holdings, Intermediate Holdings, the U.S. Borrower, TRW Automotive Finance (Luxembourg) S.à r.l, each other subsidiary of the U.S. Borrower identified therein and the Administrative Agent and as may be further amended, supplemented or otherwise modified from time to time, the "U.S. Collateral Agreement"), among Holdings, Intermediate Holdings, the U.S. Borrower, the Domestic Subsidiary Loan Parties party thereto and the Administrative Agent. The Lenders have agreed to extend credit to the U.S. Borrower subject to the terms and conditions set forth in the Credit Agreement (as such term is defined in the U.S. Collateral Agreement). The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings, Intermediate Holdings and the Grantors are affiliates of the U.S. Borrower, will derive substantial benefits from the extension of credit to the U.S. Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the U.S. Collateral Agreement. The rules of construction specified in Section 1.01 of the U.S. Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the U.S. Collateral Agreement, did and hereby does grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties 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 "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings

thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the U.S. Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the U.S. Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the U.S. Collateral Agreement, the terms of the U.S. Collateral Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRW AUTOMOTIVE HOLDINGS CORP.,

by

Name: Joseph S. Cantie
Title: Executive Vice President and Chief Financial Officer

TRW AUTOMOTIVE INTERMEDIATE HOLDINGS CORP.,

by

Name: Joseph S. Cantie
Title: Chief Financial Officer

TRW AUTOMOTIVE INC.,

by

Name: Joseph S. Cantie
Title: Executive Vice President and Chief Financial Officer

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by

Name:Joseph S. Cantie
Title:Vice President and Treasurer

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by

Name:
Title:

[[2468975]]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRW AUTOMOTIVE HOLDINGS CORP.,

by

_____
Name:
Title:

TRW AUTOMOTIVE INTERMEDIATE HOLDINGS CORP.,

by

_____
Name:
Title:

TRW AUTOMOTIVE INC.,

by

_____
Name:
Title:

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by

_____
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent,

by

Name: MARIAN N. SCHULMAN
Title: Managing Director

[[2468975]]

Schedule I - Grantors

Kelsey-Hayes Company

[[2468975]]

Schedule II

| | | | | | | |
|---|---|---|---|---|---|---|
| 1084 | Kelsey-Hayes Company | CIRCLE DESIGN | 1893462 | May-09-1995 | 9, 12 | May-09-2005 |
| 1234 | Kelsey-Hayes Company | EBC | 1645137 | May-21-1991 | 12 | May-21-2011 |
| 1491 | Kelsey-Hayes Company | KELSEY | 1324370 | Mar-12-1985 | 12 | Mar-12-2005 |
| 1495 | Kelsey-Hayes Company | KELSEY-HAYES | 814337 | Sep-06-1966 | 19 | Sep-06-2006 |
| 1507 | Kelsey-Hayes Company | KH | 800213 | Dec-14-1965 | 19 | Dec-14-2005 |

[[NYCORP:2468975]]