

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CVG Acquisition LLC		03/16/2005	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	U.S. Bank National Association		
<b>Street Address:</b>	800 Nicollet Mall		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2797473	MAYFLOWER	
Registration Number:	2781928		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)340-8856		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(612) 340-8838		
<b>Email:</b>	kroll.michael@dorsey.com		
<b>Correspondent Name:</b>	Michael J. Kroll, Dorsey & Whitney LLP		
<b>Address Line 1:</b>	50 South Sixth Street		
<b>Address Line 2:</b>	Suite 1500		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>NAME OF SUBMITTER:</b>	Michael J. Kroll		
<b>Signature:</b>	/Michael J. Kroll/		
<b>Date:</b>	04/08/2005		

**CH \$65.00 2797473**

**Total Attachments: 11**

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SECURITY AGREEMENT (TRADEMARKS)

THIS SECURITY AGREEMENT (TRADEMARKS) (the "Agreement"), dated as of March ~~16~~ 2005 is by and between CVG ACQUISITION LLC, a Delaware limited liability company (the "Grantor") and U.S. BANK NATIONAL ASSOCIATION, a national banking association as Agent for the Banks under the Loan Agreement (defined below) (in such capacity as Agent for the Banks, the "Grantee").

WITNESSETH

Whereas the Grantor and Commercial Vehicle Group, Inc. (the "Company"), the parent company of the Grantor, have entered into a Revolving Credit and Term Loan Agreement dated as of August 10, 2004 (as amended and as the same may hereafter be amended, restated, or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Grantee and the Banks have agreed to extend certain credit accommodations to the Company and the Subsidiary Borrowers under the terms and conditions set forth therein (all terms capitalized and used herein without being defined shall have the meaning given them in the Loan Agreement).

WHEREAS, to secure all the liabilities and obligations of the Company and the Subsidiary Borrowers to the Grantee arising under the Loan Agreement, whether now existing or hereafter arising (the "Liabilities"), the Grantor has pledged and granted to the Grantee a security interest in the property described in a Security Agreement dated as of August 10, 2004 (as amended, the "Security Agreement") by and between Grantor and Grantee which property includes general intangibles, including, without limitation, patents, patent applications, inventions, trademarks, trademark applications, trade names, copyrights and trade secrets.

WHEREAS, the Grantor owns certain businesses which have, or otherwise has, adopted and used the trademarks and trade names set forth in Exhibit A attached hereto, and the trademarks so listed are registered or application has been made for such registration as noted in Exhibit A in the United States Patent and Trademark Office; and

WHEREAS, the Grantor expects to derive benefits from the extension of credit accommodations to the Company by the Grantee and finds it advantageous, desirable and in its best interest to execute this Agreement to the Grantee in order to secure the payment and performance of (a) all indebtedness, liabilities and obligations of the Grantor to the Grantee of every kind, nature or description under the Loan Agreement, including the Grantor's obligation on any promissory note or notes under the Loan Agreement and any note or notes hereafter issued in substitution or replacement thereof, (b) all liabilities of the Grantor under this Agreement, and (c) in all of the foregoing cases whether due or to become due, and whether now existing or hereafter arising or incurred (the "Liabilities").

NOW, THEREFORE, in consideration of the premises and to induce the Grantee to extend credit accommodations to the Grantor under the Loan Agreement, the parties hereto agree as follows:

1. Subject to the terms and conditions of this Agreement, the Grantor does hereby grant to the Grantee a security interest in all of its right, title and interest in and to all of the present U.S. trademarks and trade names and the registrations and applications therefor owned by the Grantor (the "Trademarks"), including but not limited to those set forth on Exhibit A, and including, without limitation, all proceeds thereof together with the right to recover for past, present and future infringements, all rights corresponding thereto throughout the world and all renewals and extensions thereof, together with the goodwill of the business associated with said Trademarks, said Trademarks to be held and enjoyed by the Grantee or its designee for its use and behalf, and for the legal representatives, successors and assigns of the Grantee or its designee, as fully and entirely as the same would have been held by the Grantor had this Agreement not been made. After the occurrence and continuation of an Event of Default under the Loan Agreement, the Grantee shall be entitled to transfer the Trademarks pursuant to an Assignment of Trademarks substantially in the form of Exhibit B. The Grantor hereby irrevocably authorizes the Grantee to date undated Assignments of Trademarks and otherwise complete such Assignments at the time of transfer and agrees to sign whatever documents are reasonably necessary to transfer ownership of Grantor's Trademarks from Grantor to the new owner. Notwithstanding the foregoing provisions of this Section 1, the Grantee acquires no security interest or other rights in the United States for any Trademark that is the subject of an intent-to-use application before the U.S. Patent and Trademark Office until such time as a verified amendment to allege use or statement of use is filed for such application or the Grantee arranges for an assignment of such Trademarks from the Grantee to a purchaser that would satisfy the requirements of Section 10 of the Lanham Act, 15 U.S.C. Section 1060. At the time that Grantee seeks to transfer all other Trademarks pursuant to Exhibit B, it may also complete Exhibit C with respect to any U.S. intent-to-use applications and, provided that Exhibit C satisfies the conditions of the preceding sentence, Grantor agrees that it will promptly execute and return the same to Grantee.

2. The Grantor hereby covenants and warrants that:

(a) except for applications pending, the Trademarks listed on Exhibit A have been duly issued and are registered and subsisting and have not been adjudged invalid or unenforceable in whole or in part;

(b) to the Grantor's knowledge, each of the Trademarks listed on Exhibit A is valid and enforceable;

(c) no written claim has been made to the Grantor or, to the knowledge of the Grantor, to any other person, that use of any of the Trademarks does or may violate the rights of any third person and no claim has been made by the Grantor that any other person is infringing upon the rights of the Grantor under the Trademarks;

(d) the Grantor has the unqualified right to enter into this Agreement and perform its terms;

(e) the Grantor will be, until the Liabilities shall have been satisfied in full and the Loan Documents shall have been terminated, in substantial compliance with any statutory notice requirements relating to its use of the Trademarks;

(f) except as set forth in Exhibit D or as otherwise allowed under the Loan Agreement, the Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks listed on Exhibit A, free and clear of any liens, charges and encumbrances, including without limitation, licenses and covenants by the Grantor not to sue third persons;

(g) the Trademarks listed on Exhibit A are all of the U.S. trademark registrations and applications therefor now owned by the Grantor;

(h) the Grantor has marked with an asterisk each U.S. intent-to-use trademark application listed on Exhibit A for which a verified amendment to allege use or statement of use has not been filed; and

(i) the Grantor will, at any time upon reasonable request, communicate to the Grantee, its successors and assigns, any facts relating to the Trademarks or the history thereof as may be known to the Grantor or its officers, employees and agents, and cause such officers, employees and agents to testify as to the same in any infringement or other litigation at the request of the Grantee.

3. The Grantor agrees that, until the rights of the Grantee in the Trademarks are terminated pursuant to Section 6, it will not enter into any agreement that is in conflict with its obligations under this Agreement.

4. If, before the Liabilities shall have been satisfied in full, the Grantor shall obtain rights to any new U.S. trademark or trade name, or become entitled to the benefit of any U.S. trademark application, registration, U.S. trademark, or trade name or any renewal or extension of any U.S. trademark registration such shall be included in the definition of "Trademarks" as used in this Agreement (except for purposes of Section 2 hereof), Section 1 hereof shall automatically apply thereto, and the Grantor shall submit annual reports to the Grantee each year not later than December 31<sup>st</sup> notifying Grantee of (i) any new U.S. trademarks or material trade names adopted, acquired, or applied for during the previous year and (ii) any changes to the status of any previously listed Trademarks, including without limitation U.S. trademark applications for which verified amendments to allege use and statements of use have now been filed. If the Grantee does not receive such a report within fifteen days after the deadline, then the Grantee is authorized to obtain updated information on the Trademarks from the appropriate trademark registrars or third party providers at the Grantor's expense. The Grantor authorizes the Grantee to modify this Agreement by amending Exhibit A to include any such future trademark or trade name.

5. Except as permitted by the Loan Agreement, the Grantor agrees not to sell, assign or encumber its interest in, or grant any license with respect to, any of the Trademarks, except for the licenses listed on Exhibit D attached.

6. The Grantor agrees that it will authorize, execute and deliver to Grantee all documents reasonably requested by Grantee to facilitate the purposes of this Agreement, including, but not limited to, documents required to record Grantee's interest in any appropriate office in any domestic or foreign jurisdiction. At such time as the Loan Agreement and the other

Loan Documents shall have been terminated in accordance with their terms, the Grantee shall on demand of the Grantor execute and deliver to the Grantor all termination statements and other instruments as may be necessary or proper to terminate this Agreement and Grantee's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Grantee pursuant hereto or pursuant to the Loan Documents. All documents prepared and all actions taken by the Grantee pursuant to this Agreement shall be at Grantor's expense.

7. The Grantor shall have the duty, through counsel reasonably acceptable to the Grantee and subject to Grantor's reasonable business judgment, (i) to prosecute diligently any pending Trademark application as of the date of this Agreement or thereafter until the Loan Agreement and the Loan Documents shall have been terminated in accordance with their terms; provided, that the Grantor may abandon any such application upon thirty days' written notice to the Grantee, (ii) to make application on those Trademarks and trade names which are unregistered but capable of being registered and (iii) to preserve and maintain all rights in all Trademarks. Any expenses incurred in connection with applications that constitute Trademarks shall be borne by the Grantor. The Grantor shall not abandon any application presently pending that constitutes a Trademark without giving prior written notice to the Grantee.

8. The Grantee shall have the right but shall in no way be obligated to bring suit in its own name to enforce or to defend the Trademarks and any license thereunder if the Grantor has failed to bring such suit in circumstances in which a prudent person would have brought such suit. The Grantor shall at the reasonable request of the Grantee do any and all lawful acts and execute any and all proper documents required by the Grantee in aid of such enforcement or defense (including, without limitation, participation as a plaintiff or defendant in any proceeding) and, if Grantor has failed to bring such suit in circumstances in which a prudent person would have brought such suit, the Grantor shall promptly, upon demand, reimburse and indemnify the Grantee for all reasonable costs and expenses incurred by the Grantee in the exercise of its rights under this Section.

9. This Agreement shall also serve to evidence the security interest in the Trademarks granted by the Grantor to the Grantee pursuant to the Security Agreement.

10. No course of dealing between the Grantor and the Grantee, failure to exercise, nor any delay in exercising, on the part of the Grantee, with respect to any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. All of the Grantee's rights and remedies with respect to the Trademarks, whether established hereby, by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

12. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 4 hereof.

13. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Grantor and the Grantee.

14. Upon payment in full of all Liabilities (other than contingent indemnity obligations under any Loan Document) and the expiration or termination of any obligation of the Grantee to extend credit accommodations to the Grantor, this Agreement shall terminate and all rights to the Trademarks shall revert to the Grantor.

15. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPLES THEREOF) OF (I) THE UNITED STATES OF AMERICA AS TO RIGHTS AND INTERESTS HEREUNDER WHICH ARE REGISTERED OR FOR THE REGISTRATION OF WHICH APPLICATION IS PENDING WITH THE UNITED STATES PATENT AND TRADEMARK OFFICE AND (II) THE STATE OF NEW YORK IN ALL OTHER RESPECTS. WHENEVER POSSIBLE, EACH PROVISION OF THIS AGREEMENT AND ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE INTERPRETED IN SUCH MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AGREEMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO SHALL BE HELD TO BE PROHIBITED OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISION OR THE REMAINING PROVISIONS OF THIS AGREEMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR RELATING HERETO. IN THE EVENT OF ANY CONFLICT WITHIN, BETWEEN OR AMONG THE PROVISIONS OF THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY OTHER STATEMENT, INSTRUMENT OR TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR RELATING HERETO OR THERETO, THOSE PROVISIONS GIVING THE GRANTEE THE GREATER RIGHT SHALL GOVERN.

IN WITNESS WHEREOF, the Grantor has executed this instrument.

CVG ACQUISITION LLC

By

  
Title Chief Executive Officer

EXHIBIT A  
TO SECURITY AGREEMENT (TRADEMARKS)  
U.S. TRADEMARKS

<b>Application/ Registration No.</b>	<b>Mark</b>	<b>Owner</b>
2,797,473	MAYFLOWER	CVG Acquisition LLC
2781928	Knot design	CVG Acquisition LLC



EXHIBIT B TO  
SECURITY AGREEMENT (TRADEMARKS)

ASSIGNMENT OF TRADEMARKS

This Assignment having an effective date of \_\_\_\_\_, \_\_\_ is made by and between CVG Acquisition LLC, a Delaware limited liability company, located and doing business at [ \_\_\_\_\_ ], (“Assignor”) and \_\_\_\_\_, a \_\_\_\_\_, located and doing business at \_\_\_\_\_ (“Assignee”).

WHEREAS, Assignor has adopted and owns certain trademarks which are registered in the U.S. Patent and Trademark Office or which are the subject of pending use-based applications in the U.S. Patent and Trademark Office (hereinafter the “Marks”) and,

WHEREAS, Assignee is desirous of acquiring the Marks and registration and applications therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the registrations and applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor’s entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. Assignor hereby irrevocably authorizes U.S. Bank National Association to date this undated Assignment and otherwise complete this Assignment at the time of transfer.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

CVG ACQUISITION LLC  
(Assignor)

Date: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_ (Assignee)

Date: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT C TO  
SECURITY AGREEMENT (TRADEMARKS)

ASSIGNMENT OF TRADEMARKS

This Assignment having an effective date of \_\_\_\_\_, \_\_ is made by and between CVG Acquisition LLC, a Delaware limited liability company, located and doing business at [ \_\_\_\_\_ ], (“Assignor”) and \_\_\_\_\_, a \_\_\_\_\_, located and doing business at \_\_\_\_\_ (“Assignee”).

WHEREAS, Assignor has adopted and owns certain trademarks which are the subject of pending intent-to-use applications in the U.S. Patent and Trademark Office (hereinafter the “Marks”) and,

WHEREAS, Assignee is desirous of acquiring the Marks and applications therefor.

NOW THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, and its successors and assigns, all of its right, title and interest in and to the Marks, and the applications therefor, together with that part of the good will of the business connected with the use of and symbolized by the Marks, and including Assignor’s entire right, title and interest in and to any and all causes of action and rights of recovery for past infringement of the Marks. Assignor hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed, and will not execute, any agreements inconsistent herewith. As indicated below, each Mark is the subject of a verified allegation of use under §§ 1(c) or 1(d) of the Lanham Act that has been filed with the U.S. Patent and Trademark Office, or it is being assigned as part of a transfer of the entire business or portion thereof to which the Marks pertain as required by § 10 of the Lanham Act.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this assignment as of the dates identified below.

CVG ACQUISITION LLC  
(Assignor)

Date: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_ (Assignee)

Date: \_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

EXHIBIT D  
TO SECURITY AGREEMENT (TRADEMARKS)

EXISTING LICENSES

None.