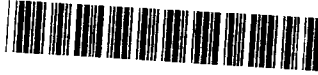




11-09-2004

Form PTO-1594 (Rev 6-93)

RECORDATION TRADEMARK OFFICE



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Department of Commerce Patent and Trademark Office or copy thereof.

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

John.11

<p>1. Name of conveying party(ies):</p> <p style="text-align: center;"><u>TOWER AUTOMOTIVE, INC.</u></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 <input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p>* <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other <u>FIRST LIEN</u></p> <p>Execution Date: <u>May 24, 2004</u></p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: <u>STANDARD FEDERAL BANK, as Collateral Agent</u></p> <p>Street Address: <u>40 Pearl Street, NW</u></p> <p>City: <u>Grand Rapids</u> State: <u>MI</u> ZIP: <u>49501</u></p> <p>Country: _____</p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation _____ <input checked="" type="checkbox"/> Other <u>Financial Institution</u></p> <p>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)</p> <p>Additional name(s) & Address(es) attached? Yes * No</p>
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4. Application number(s) or trademark number(s): 1,302,065 (Schedule I)

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s)	B. Trademark No.(s)
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Additional numbers attached Yes * No

<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Robert E. Rude II</u> Internal Address: <u>Mayer, Brown Rowe & Maw LLP</u></p> <p>Street Address: <u>1909 K Street, NW</u></p> <p>City: <u>Washington</u> State: <u>DC</u> ZIP: <u>20006</u></p>	<p>6. Total number of applications and trademarks involved: <u>1</u></p> <p>7. Total fee (37 CFR 3.41): <u>\$ 40.00</u></p> <p>* Enclosed (Check No. 3449)</p> <p><input type="checkbox"/> Authorized to be charged to deposit account _____</p> <p>8. Deposit account number: _____</p> <p><small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

Robert E. Rude II [Signature] November 4, 2004
Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 8

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TRADEMARK REEL: 003073 FRAME: 0953

Item A. Trademarks

Issued Trademarks

<u>COUNTRY</u>	<u>REFERENCE#</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>	<u>CLASSES</u>
T DESIGN							
X UNITED STATES	T0011US0-032634			10/23/1984	1,302,065	REGISTERED	
THE GLOBAL SUPPLIER OF CHOICE							
CANADA	T0066CA0-032634	9/1/2000	1,073,247	6/12/2003	583,655	REGISTERED	012
MEXICO	T0066MX0-032634	9/8/2000	446697	1/31/2001	685826	REGISTERED	012
SOUTH KOREA	T0066KR0-032634	10/5/2000	40-2000-46340	10/10/2001	40-503404	REGISTERED	012
TOWER AUTOMOTIVE (and Design)							
ARGENTINA	T0037AR0-032634	7/8/1998	2,161,470	11/29/1999	1,764,897	REGISTERED	012
CANADA	T0037CA0-032634	7/2/1998	883,133	4/9/2002	560,023	REGISTERED	012
EUROPEAN UNION	T0037EU0-032634	7/21/1998	882,613	11/16/1999	882,613	REGISTERED	012
FEDERATION OF	T0037RU0-032634	7/16/1998	98712392	3/3/2000	185472	REGISTERED	012
JAPAN	T0037JP0-032634	7/24/1998	63332/1998	4/11/2003	4660639	REGISTERED	012
MEXICO	T0037MX0-032634	8/4/1998	342427	12/11/1998	596253	REGISTERED	012
POLAND	T0037PL0-032634	7/29/1998	Z - 190 027	9/25/2001	132548	REGISTERED	012
SOUTH KOREA	T0037KR0-001715	6/15/1999	40-1999-20893	10/27/2000	40-479897	REGISTERED	012
THAILAND	T0037TH0-032634	4/24/1998	367478	8/20/1998	Kor118470	REGISTERED	012
TURKEY	T0037TR1-032634	6/27/2000	2000/12923	6/27/2000	2000 12923	REGISTERED	

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UNITED STATES	T0037US0-032634	4/24/1998	75/474,158	12/12/2000	2,411,705	REGISTERED	012
VENEZUELA	T0037VE0-032634	10/2/1998	18.267-98	4/7/2000	P-219546	REGISTERED	012

Pending Patent Applications

<u>COUNTRY</u>	<u>REFERENCE#</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>	<u>CLASSES</u>
STIR3D							
BRAZIL	T0108BR0-32634	4/16/2001	823745457			PENDING	
VENEZUELA	T0108VE0-32634	4/16/2001	7011-2001			PENDING	
THE GLOBAL SUPPLIER OF CHOICE							
BRAZIL	T0066BR0-032634	9/21/2000	823167240			PENDING	012
POLAND	T0066PL0-032634	9/12/2000	Z-223928			PENDING	012
THAILAND	T0066TH0-032634	10/5/2000	434530			PENDING	012
TURKEY	T0066TR0-032634	9/15/2000	2000/19620			PENDING	012
TOWER AUTOMOTIVE (and Design)							
INDIA	T0037IN0-032634	7/9/1998	809379			PENDING	012

Item B. Trademark Licenses

None.

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FIRST LIEN TRADEMARK SECURITY AGREEMENT

This FIRST LIEN TRADEMARK SECURITY AGREEMENT, dated as of May 24, 2004 (this "Agreement"), is made by TOWER AUTOMOTIVE, INC., a Delaware corporation (the "Grantor"), in favor of STANDARD FEDERAL BANK, as the Collateral Agent (together with its successor(s) thereto in such capacity, the "Collateral Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of May 24, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among the R.J. Tower Corporation, a Michigan corporation (the "Borrower"), the Grantor, the various financial institutions and other Persons from time to time parties thereto as lenders (the "Lenders"), Morgan Stanley Senior Funding, Inc. ("Morgan Stanley"), as the Administrative Agent for the Lenders, JPMorgan Chase Bank, as the Syndication Agent for the Lenders, the Collateral Agent, Standard Federal Bank, as the Documentation Agent for the Lenders, and Morgan Stanley and J.P. Morgan Securities Inc., as the Lead Arrangers for the Lenders, the Lenders and the Issuers have extended Commitments to make Loans and issue Letters of Credit to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a First Lien Pledge and Security Agreement, dated as of May 24, 2004 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5 of the Security Agreement, 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 Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Collateral Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

- (a) (i) all of its trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of Schedule I hereto, 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 (except for any such applications filed pursuant to 15 U.S.C. §1051(b) in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");
- (b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto, to the extent permitted under the Security Agreement;
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (e) all Proceeds of, and rights associated with, the foregoing, 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, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. 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, at the reasonable request of the Collateral Agent, the 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 ratable benefit of each other Secured Party under the Security Agreement. The 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 Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the

security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Collateral Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Collateral Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

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 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. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article XI thereof.

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.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

TOWER AUTOMOTIVE, INC.

By: Kirkley L. L. L.
Title:

STANDARD FEDERAL BANK,
as the Collateral Agent

By: *J. B. L. A.*
Title: *V.P.*

Letitia Paiz
LETITIA PAIZ
Notary Public, Kent County, MI
My Commission Expires Feb. 14, 2007
Acting in Kent County, MI

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