

11-12-2004



Form PTO-1594 (Rev 6-93)

RECC

TRADEMARKS 102880489

U.S. Department of Commerce 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):

TOWER AUTOMOTIVE, INC.

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation  
 Other \_\_\_\_\_

2. Name and address of receiving party(ies):

Name: STANDARD FEDERAL BANK, as Collateral Agent

Street Address: 40 Pearl Street, NW

City: Grand Rapids State: MI ZIP: 49501

Country: \_\_\_\_\_  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other Financial Institution

Additional name(s) of conveying party(ies) attached?  Yes  No

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)

3. Nature of conveyance:

Assignment                       Merger

\*  Security Agreement               Change of Name

Other SECOND LIEN

Execution Date: May 24, 2004

Additional name(s) & Address(es) attached? Yes \* No

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)

Additional numbers attached Yes \* No

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

Name: Robert E. Rude II  
Internal Address: Mayer, Brown Rowe & Maw LLP

Street Address: 1909 K Street, NW  
City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

\* Enclosed (Check No. 3454 )

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.

Robert E. Rude II                      [Signature]                      November 5, 2004  
Name of Person Signing                      Signature                      Date

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

11/10/2004 6TOM11 00000110 1302065  
01 FC:8521 40.00 DP

DCDB01 20676032.1 04-Nov-04 14:37

Item A. Trademarks

Issued Trademarks

| <u>COUNTRY</u>                       | <u>REFERENCE#</u> | <u>FILED</u> | <u>APPL#</u>  | <u>REGDI</u> | <u>REG#</u> | <u>STATUS</u> | <u>CLASSES</u> |
|--------------------------------------|-------------------|--------------|---------------|--------------|-------------|---------------|----------------|
| T DESIGN                             |                   |              |               |              |             |               |                |
| X UNITED STATES                      | T0011US0-032634   |              |               | 10/23/1984   | 1,302,065   | REGISTERED    |                |
| <b>THE GLOBAL SUPPLIER OF CHOICE</b> |                   |              |               |              |             |               |                |
| 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            |
| <b>TOWER AUTOMOTIVE (and Design)</b> |                   |              |               |              |             |               |                |
| 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    | K.or118470  | REGISTERED    | 012            |
| TURKEY                               | T0037TR1-032634   | 6/27/2000    | 2000/12923    | 6/27/2000    | 2000 12923  | REGISTERED    |                |

17220853

|               |                 |           |            |            |           |            |     |
|---------------|-----------------|-----------|------------|------------|-----------|------------|-----|
| 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.

17220853

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND 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 Second 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 Licns. 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.

SECTION 8. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

\* \* \* \* \*

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

17220853

TRADEMARK  
REEL: 003077 FRAME: 0146

STANDARD FEDERAL BANK,  
as the Collateral Agent

By: *J. A. Bell*  
Title: *V.P.*

*Letitia Paiz*

LETITIA PAIZ  
Notary Public, Kent County, MI  
My Commission Expires Feb. 14, 2007

*Acting in Kent County, MI*

17220853