

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HLI Operating Company, Inc.		04/11/2005	CORPORATION: DELAWARE
Hayes-Lemmerz International, Inc.		04/11/2005	CORPORATION: DELAWARE
Hayes-Lemmerz International-Equipment and Engineering, Inc.		04/11/2005	CORPORATION: MICHIGAN
HLI Suspension Holding Company, Inc.		04/11/2005	CORPORATION: MICHIGAN
Hayes-Lemmerz International-PCA, Inc.		04/11/2005	CORPORATION: MICHIGAN

## RECEIVING PARTY DATA

Name:	Citicorp North America, Inc.
Street Address:	388 Greenwich Street, 19th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	CORPORATION: DELAWARE

## PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1256809	WESTERN
Registration Number:	845788	KH
Registration Number:	1846193	
Registration Number:	1846192	LOK-ALLOY
Registration Number:	1860356	LOK
Registration Number:	1878318	HAYES WHEELS
Registration Number:	1958782	MICRO CONTROL
Registration Number:	2211542	FFC
Registration Number:	2400397	CENTRULITE

TRADEMARK  
REEL: 003080 FRAME: 0928

CH \$890.00 1256809

Registration Number:	2271009	CENTRUSTEEL
Registration Number:	747524	CENTRUE/LIGHT
Registration Number:	1524390	MOTOR WHEEL
Registration Number:	2257911	CENTRUMOUNT
Registration Number:	2552925	HAYES LEMMERZ
Registration Number:	2269773	SYNCRONIZER
Registration Number:	2415065	ENERGIZE
Registration Number:	2099031	S.A.M.C.
Registration Number:	2387838	HAYES LEMMERZ
Registration Number:	1594880	CMI
Registration Number:	1594881	CMI
Registration Number:	1595702	CMI
Serial Number:	76044697	CENTRUCAST
Registration Number:	2480510	INTRA-CAST
Serial Number:	75839837	ULTRA Q
Serial Number:	75664717	CENTRIFUSE "PLUS"
Registration Number:	775664	F & H
Registration Number:	2858847	GEMTECH
Registration Number:	2789794	KROMKOTE
Registration Number:	1748374	CENTRIFUSE
Registration Number:	1466507	WHO'S WHO IN YOUR COMMUNITY
Registration Number:	2823924	CENTRIFUSE LITE
Registration Number:	2854814	ENGAGE
Serial Number:	78479971	ULTRA Q
Serial Number:	78285010	NOVACHROME
Registration Number:	409395	

#### CORRESPONDENCE DATA

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: brielle.weisberg@weil.com  
 Correspondent Name: Weil, Gotshal&Manges c/oBrielle Weisberg  
 Address Line 1: 767 5th Avenue  
 Address Line 4: New York, NEW YORK 10153

NAME OF SUBMITTER:	Brielle Weisberg
Signature:	/Brielle Weisberg/

**TRADEMARK**

Date:

05/10/2005

**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**, dated as of April 11, 2005, by HLI Operating Company, Inc. ("*Borrower*") and each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to *Section 7.11 (Additional Grantors)* of the Pledge and Security Agreement referred to below (each a "*Grantor*" and, collectively, the "*Grantors*"), in favor of Citicorp North America, Inc. ("*CNAI*"), as agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the "*Collateral Agent*").

**WITNESSETH:**

WHEREAS, pursuant to the Amended and Restated Credit Agreement, dated as of April 11, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower, Hayes Lemmerz International, Inc., the Lenders and Issuers party thereto, CNAI, as collateral agent for the Secured Parties, CNAI, as administrative agent for the First Lien Lenders, CNAI, as administrative agent for the Term C Lenders, Lehman Commercial Paper Inc., as syndication agent, and General Electric Capital Corporation, as documentation agent, the Lenders and the Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than the Borrower are party to the Amended and Restated Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to an Amended and Restated Pledge and Security Agreement of even date herewith in favor of the Collateral Agent (the "*Pledge and Security Agreement*") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuers, the Collateral Agent and the Administrative Agents to enter into the Credit Agreement and to induce the Lenders and the Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

**Section 1. Defined Terms**

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement.

**Section 2. Grant of Security Interest in Trademark Collateral**

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark Collateral*"):

(a) all of its Trademarks, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(c) all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

### ***Section 3.*** Security Agreement

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent in its separate capacities as set forth and pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

HLI OPERATING COMPANY, INC.,  
*as Borrower and Grantor*

By: Steven Esau  
Name: Steven Esau  
Title: Assistant Secretary

HAYES LEMMERZ INTERNATIONAL, INC.,  
*as Grantor*

By: Steven Esau  
Name: Steven Esau  
Title: Assistant General Counsel


HAYES LEMMERZ INTERNATIONAL –  
EQUIPMENT AND ENGINEERING, INC.,  
*as Grantor*

By: Steven Esau  
Name: Steven Esau  
Title: Assistant Secretary

HLI SUSPENSION HOLDING COMPANY, INC.,  
*as Grantor*

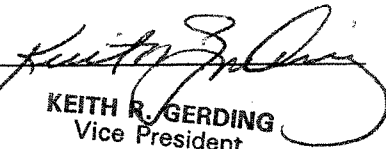
By: Steven Esau  
Name: Steven Esau  
Title: Assistant Secretary

HAYES LEMMERZ INTERNATIONAL - PCA, INC.,  
*as Grantor*

By:   
Name: Steven Esau  
Title: Assistant Secretary

ACCEPTED AND AGREED  
as of the date first above written:

CITICORP NORTH AMERICA, INC.,  
*as Collateral Agent*

By:   
Name: \_\_\_\_\_  
Title: **KEITH R. GERDING**  
Vice President



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**A. REGISTERED TRADEMARKS**

\* HLI (Hayes Lemmerz International, Inc.); HLI-C (Hayes Lemmerz International – CMI, Inc., now named HLI Suspension Holding Company, Inc.); HLI-O (Hayes Lemmerz International – Ohio, Inc.; merged into HLI Operating Company Inc.); HLI-P (Hayes Lemmerz International – PCA, Inc.); MWC (Motor Wheel Corporation; merged into HLI Operating Company, Inc.); HLI-EE (Merged into HLI Operating Company, Inc. –Equipment and Engineering, Inc.); CMI (CMI International Inc.; now named HLI Suspension Holding Company, Inc.)

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
TM WESTERN	United States	1256809 (73/400980)	11/8/83 (10/18/82)	HLI
KH DESIGN	United States	845788 (72/248814)	3/12/68 (6/23/66)	HLI
TM CIRCLE DESIGN	United States	1846193 (74/363040)	7/19/94 (2/23/93)	HLI
TM LOK-ALLOY	United States	1846192 (74/363037)	7/19/94 (2/23/93)	HLI
TM LOK	United States	1860356 (74/363045)	10/25/94 (2/23/93)	HLI
TM HAYES WHEELS	United States	1878318 (74/455507)	2/7/95 (11/1/93)	HLI
TM MICRO CONTROL AND DEVICE	United States	1958782 (74/649781)	2/27/96 (3/21/95)	HLI
TM FFC	United States	2211542 (75/175392)	12/15/98 (10/1/96)	HLI
TM CENTRULITE	United States	2400397 (75/265562)	10/31/00 (3/25/97)	HLI
TM CENTRUSTEEL	United States	2271009 (75/265563)	8/17/99 (3/25/97)	HLI
TM CENTRUELIGHT & DESIGN	United States	747524 (72/147299)	4/2/63 (6/20/62)	HLI-O
TM MOTOR WHEEL	United States	1524390	2/14/89	HLI-O
TM CENTRUMOUNT	United States	2257911 (75/350044)	6/29/99 (9/2/97)	HLI
TH HAYES LEMMERZ LOGO	United States	2552925 (75/377410)	3/26/02 (10/22/97)	HLI
TM SYNCRONIZER	United States	2269773 (75/383275)	8/10/99 (11/3/97)	HLI
TM ENERGIZE	United States	2415065 (75/580266)	12/26/00 (10/30/98)	HLI

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Record Owner
TM S.A.M.C.	United States	2099031 (75/117625)	9/23/97 (6/11/96)	HLI-P
TM HAYES LEMMERZ + DESIGN	United States	2387838 (75/841372)	9/19/00 (11/5/99)	HLI
TM CMI & DESIGN	United States	1594880 (73/787843)	5/8/90 (3/20/89)	HLI-C
TM CMI	United States	1594881 (73/787970)	5/8/90 (3/20/89)	HLI-C
TM CMI	United States	1595702 (73/787873)	5/8/90 (3/20/89)	HLI-C
CENTRUCAST	United States	(76/044,697)	(5/10/00)	HLI
INTRA-CAST	United States	2,480,510 (75/664,949)	8/21/01 (3/22/99)	HLI
ULTRA Q	United States	(75/839,837)	(11/3/99)	HLI
CENTRIFUSE "PLUS"	United States	(75/664,717)	(3/22/99)	HLI
F & H	United States	775,664	72 183,074	HLI
GEMTECH	United States	2,858,847 (78/159240)	6/29/2004 (8/29/2002)	HLI
KROMKOTE	United States	2,789,794 (78/124453)	12/2/2003 (4/26/02)	HLI
CENTRIFUSE	United States	1748374 (74/282,624)	01/26/93 (06/08/92)	HLI-O
CENTRIFUSE	United States	1466507 (927165)	05/16/88	HLI-O
CENTRIFUSE	United States	40975-F (1836-96)	02/13/96	HLI-O
CENTRUCAST	United States	645879 (409395)	03/22/00 (02/04/00)	HLI
CENTRIFUSE LITE	United States	2,823,924 (76/431,976)	3/16/2004 (07/15/02)	HLI
ENGAGE	United States	2,854,814	6/15/2004	HLI
CENTRIFUSE	United States	2,823,924	3/16/2004	HLI
ULTRA Q	United States	(78/479,971)	(9/8/2004)	HLI
NOVACHROME	United States	(78/285,010)	8/8/2003	HLI