

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
Lear Corporation		04/25/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as General Administrative Agent
Street Address:	P.O. Box 2778
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Registration Number:	2455393	ADVANCE RELENTLESSLY
Registration Number:	2845754	INTELLITIRE
Registration Number:	2646431	INTERTRONICS
Registration Number:	2156540	L LEAR
Registration Number:	2563033	LEAR
Registration Number:	2557963	LEAR
Registration Number:	2557962	LEAR
Registration Number:	2030085	LEAR
Registration Number:	2417593	LEAR
Registration Number:	2492107	L LEAR
Registration Number:	2647854	L LEAR
Registration Number:	2732540	OASYS
Registration Number:	2797051	OCCUSENSE
Registration Number:	2402143	PEOPLE-VEHICLE-INTERFACE

OP \$415.00 2455393

Registration Number:	2723990	SONOTEC
Serial Number:	78577550	CAR2U

CORRESPONDENCE DATA

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7609
Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/0024
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	05/22/2006

Total Attachments: 7
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of April 25, 2006 is made by Lear Corporation, a Delaware corporation, located at 21557 Telegraph Road, Southfield, Michigan 48034 (the "Borrower"), in favor of JPMorgan Chase Bank, N.A., a national association, as General Administrative Agent (the "Agent") for the several banks and other financial institutions or entities (the "Lenders"), parties to the Amended and Restated Credit and Guarantee Agreement, dated as of August 11, 2005, as amended and restated by the Amended and Restated Credit and Guarantee Agreement, dated as of April 25, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Lear Canada, the Foreign Subsidiary Borrowers, the Lenders, The Bank of Nova Scotia as the Canadian Administrative Agent, the Agent and others.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Security Agreement, dated as of April 25, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make extensions of credit and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of

Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and 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. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 25 day of April, 2006.

LEAR CORPORATION

By: D. A. Nivaggi
Name: Daniel A. Nivaggi
Title: Authorized Signature

JPMORGAN CHASE BANK, N.A.
as General Administrative Agent for the Lenders

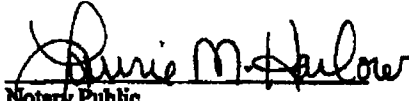
By: _____
Name:
Title:

Signature Page to Grant of Security Interest in Trademark Rights

ACKNOWLEDGMENT OF BORROWER

STATE OF Michigan)
) as
COUNTY OF Oakland)

On the 25 day of April, 2006, before me personally came Daniel A. Ninivaggi, who is personally known to me to be the Senior Vice President, Secretary and General Counsel of Lear Corporation, a Delaware corporation; who, being duly sworn, did depose and say that he is the Senior Vice President, Secretary and General Counsel in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public

(PLACE STAMP AND SEAL ABOVE)

LAURIE M. HARLOW
NOTARY PUBLIC, STATE OF MI
COUNTY OF OAKLAND
BY COMMISSION EXPIRES Mar 4, 2011
ACTING IN COUNTY OF Oakland

LEAR CORPORATION

By: _____
Name:
Title:

JPMORGAN CHASE BANK, N.A.
as General Administrative Agent for the Lenders

By:  _____
Name:
Title: **RICHARD W. DUKER**
MANAGING DIRECTOR

Signature Page to Grant of Security Interest in Trademark Rights

U.S. Trademark Exclusive Licenses

**SCHEDULE 6
LEAR TRADEMARK REGISTRATIONS AND APPLICATIONS
(Sorted by Country)**

Trademark Name	Application Number	Registration Number
ADVANCE RELENTLESSLY	76/068372	2455393
INTELLITIRE	76/400254	2845754
INTERTRONICS	75/918394	2646431
LEAR and Design	75/251719	2156540
LEAR	76/037385	2563033
LEAR	76/037384	2557963
LEAR	76/037383	2557962
LEAR and Design	75/042719	2030085
LEAR and Design	75/903988	2417593
LEAR and Design	75/907757	2492107
LEAR and Design	75/907756	2647854
OASys	75/924920	2732540
OCCUSENSE	76/456606	2797051
PEOPLE-VEHICLE-INTERFACE	75/873636	2402143
SonoTec	76/439337	2723990
Car2U	78/577550	
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