

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MSX International, Inc.		06/30/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothil, Inc., as agent
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2511471	APPLYING TECHNOLOGY. DELIVERING RESULTS.
Registration Number:	2681980	B2BBUYER
Registration Number:	2849856	B2BBUYER
Registration Number:	2644916	MSX INTERNATIONAL
Registration Number:	2320235	MSX INTERNATIONAL
Registration Number:	2644915	MSX INTERNATIONAL
Registration Number:	2755172	TOTAL VALUE PARTNERSHIP
Registration Number:	2390480	SMARTSIZE YOUR WORK FORCE
Registration Number:	2224655	MSX INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-756-2388

CH \$240.00 2511471

Email: daniel.angel@srz.com
Correspondent Name: Daniel Angel, Esq.
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	025983.0123
NAME OF SUBMITTER:	Daniel Angel, Esq. (025983.0123)
Signature:	/kc for da/
Date:	07/13/2006

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 30th day of June, 2006, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Providers (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of June 30, 2006 (as amended, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among MSX International, Inc., a Delaware corporation ("Parent"), each of Parent's domestic Subsidiaries identified on the signature pages thereof as Borrowers (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "U.S. Borrower", and individually and collectively, jointly and severally, as "U.S. Borrowers"), MSX International Limited, a company incorporated under the laws of England and Wales ("U.K. Borrower" and together with U.S. Borrowers, each a "Borrower" and collectively, the "Borrowers"), each of Parent's Subsidiaries identified on the signature pages thereof as Guarantors (such Subsidiaries, together with Parent, are referred to hereinafter each individually as a "Guarantor", and individually and collectively, jointly and severally, as "Guarantors"), the lenders from time to time party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lender Group and the Bank Product Providers, that certain Security Agreement dated as of June 30, 2006 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lender Group and the Bank Product Providers, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all renewals of the foregoing;

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

(d) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Lender Group, the Bank Product Providers or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor. Notwithstanding anything to the contrary contained herein, the Security Interest granted by U.K. Borrower and U.K. Guarantor, respectively, shall only secure the payment and performance of all the Secured Obligations of U.K. Borrower and U.K. Guarantor, respectively, and not the Secured Obligations of any other Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Providers, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent to unilaterally modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments,

changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and that are not required by the provisions of the Credit Agreement to be repaid or cash collateralized. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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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.

MSX INTERNATIONAL, INC.

By:  _____

Name: Frederick K. Minturn

Title: Executive Vice president and CFO

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: _____

Name: _____

Title: _____

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.

MSX INTERNATIONAL, INC.

By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

WELLS FARGO FOOTHILL, INC., as Agent

By: 

Name: JOHN T. LEONARD

Title: VP

SCHEDULE I

Trademarks

MSX International, Inc.

Trademark Report by Country

REFERENCE #	Mark	Filed	Appl#	REGDT	REG#	STATUS	CLASSI
AUSTRALIA							
65567-0118	MSX	7/22/1997	739665	7/2/1999	739685	REGISTERED	35
65567-0025	MSX INTERNATIONAL	2/10/1998	754697	8/25/1998	754697	REGISTERED	42
65567-0026	MSX INTERNATIONAL	11/18/1998	778746	9/22/2000	778746	REGISTERED	35, 41, 4 40
65567-0012	MSX INTERNATIONAL & DESIGN	11/18/1998	778748	9/22/2000	778748	REGISTERED	35, 40, 4 42
65567-0011	MSX INTERNATIONAL & DESIGN	11/6/1997	748059	6/26/1998	748059	REGISTERED	42
65567-0004	MSX INTERNATIONAL CREATING THE FUTURE	8/28/1997	742567	3/13/1998	742567	REGISTERED	42
	DEALERNET	8/15/2000	846190	11/26/2001	846190	REGISTERED	35, 41
BRAZIL							
65567-0254	B2BBUYER	5/29/2002	824630793			PENDING	35
66567-0027	MSX INTERNATIONAL	3/12/1998	820606413	5/28/2002	820606413	REGISTERED	42
65567-0256	MSX INTERNATIONAL	9/18/2002	824938305			PENDING	35
65567-0013	MSX INTERNATIONAL & DESIGN	12/2/1997	820420840	4/3/2001	820420840	REGISTERED	42
65567-0257	MSX INTERNATIONAL & DESIGN	9/18/2002	824938330			PENDING	35
CANADA							
65567-0255	B2BBUYER	7/26/2002	1148101	2/8/2006	TMA658,341	REGISTERED	9, 35, 36 42
65567-0038*	GEOMETRIC RESULTS	7/16/1992	709017	5/12/1995	TMA442699	REGISTERED	35, 42
65567-0037*	GEOMETRIC RESULTS	8/5/1993	734,337	11/3/1995	TMA449540	REGISTERED	35, 41
65567-0047*	GEOMETRIC RESULTS & DESIGN	8/5/1993	734339	3/15/1996	TMA455197	REGISTERED	35
65567-0029	MSX INTERNATIONAL	5/20/1998	878807	9/23/2002	TMA567826	REGISTERED	42

65567-0030	MSX INTERNATIONAL	11/18/1998	896993	6/22/2000	TMA529701	REGISTERED	35, 41, 4
65567-0016	MSX INTERNATIONAL & DESIGN	12/8/1997	863523	8/26/1999	TMA515519	REGISTERED	35, 40, 4 42
65567-0017	MSX INTERNATIONAL & DESIGN	11/18/1998	896994	6/22/2000	TMA529703	REGISTERED	35, 41, 4
65567-0060*	TRIANGLE DESIGN	7/16/1992	709042	9/15/1995	TMA447541	REGISTERED	35, 42

*Owner listed as Ford Motor Company

CHINA

65567-0032	MSX INTERNATIONAL	12/21/1998	9800143928	3/28/2001	1547815	REGISTERED	35
65567-0031	MSX INTERNATIONAL	3/11/1998	9800020232	6/14/1999	1284954	REGISTERED	42
65567-0019	MSX INTERNATIONAL & DESIGN	12/21/1998	9800143829	3/28/2001	1547816	REGISTERED	35
65567-0018	MSX INTERNATIONAL & DESIGN	4/21/1998	9800038322	10/7/1999	1322438	REGISTERED	42
65567-0007	MSX INTERNATIONAL CREATING THE FUTURE	4/21/1998	9800038323			PENDING	42

EUROPEAN UNION (CTM)

65567-0034	MSX INTERNATIONAL	11/18/1998	993121	4/14/2000	993121	REGISTERED	35, 41, 4
65587-0033*	MSX INTERNATIONAL	11/6/1996	403048	1/21/1999	403048	REGISTERED	42
65567-0020	MSX INTERNATIONAL & DESIGN	11/4/1997	668236	6/29/1999	668236	REGISTERED	42
65567-0021	MSX INTERNATIONAL & DESIGN	11/18/1998	1001049	7/3/2000	1001049	REGISTERED	35, 41, 4
65567-0008	MSX INTERNATIONAL CREATING THE FUTURE	8/28/1997	619049	9/1/1999	619049	REGISTERED	42

* Owner listed as MascoTech Automotive Systems Group, Inc.

FRANCE

65567-0039*	GEOMETRIC RESULTS	8/27/1993	93481667	8/27/1993	9348166	REGISTERED	35, 41, 1
65567-0048*	GEOMETRIC RESULTS & DESIGN	8/27/1993	93481668	8/27/1993	9348166	REGISTERED	35, 41

* Owner listed as Ford Motor Company

GERMANY

	FROM GOOD TO GREAT	2/1/2006	30606947 4			PENDING	35, 41, 4
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INDIA

65567-0022	MSX INTERNATIONAL & DESIGN					PROPOSED	
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ITALY

65567-0043*	GEOMETRIC RESULTS	8/26/1993	590 93 FI	6/7/1996	680162	REGISTERED	35, 41
65567-0052*	GEOMETRIC RESULTS & DESIGN	8/26/1993	589 93 FI	6/7/1996	680161	REGISTERED	35, 41

* Owner listed as Ford Motor Co.

MEXICO

65567-0251*	B2BUYER	8/6/2002	559675			PENDING	35
65567-0103	ENGINEERING THE FUTURE	10/13/1999	394897	3/22/2000	645664	REGISTERED	42
65567-0044**	GEOMETRIC RESULTS	8/30/1993	176740	6/21/1994	464118	REGISTERED	35
65567-0203*	GEOMETRIC RESULTS	8/30/1993	176739			PENDING	41
65567-0063**	GEOMETRIC RESULTS & DESIGN	8/30/1993	176742	6/21/1994	464119	REGISTERED	35
55567-0054*	GEOMETRIC RESULTS & DESIGN	8/30/1993	176741			PENDING	41
65567-0036	MSX INTERNATIONAL	1/15/1999	360355	2/25/1999	602168	REGISTERED	35
65567-0035	MSX INTERNATIONAL	2/25/1998	323647	8/31/1999	621221	REGISTERED	42
65567-0024	MSX INTERNATIONAL & DESIGN	1/15/1999	360357	4/29/1999	607741	REGISTERED	35
65567-0023	MSX INTERNATIONAL & DESIGN	2/19/1998	323012	3/26/1998	573060	REGISTERED	42
65567-0010	MSX INTERNATIONAL CREATING THE FUTURE	9/24/1997	308426	8/31/1999	621085	REGISTERED	42

* No record found of this application.

** Owner listed as Ford Motor Company.

POLAND

65567-0252	B2BUYER	5/21/2002	250637			PENDING	35
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PORTUGAL

65567-0253	B2BUYER	7/9/2002	365348			PENDING	35
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SPAIN

65567-0045*	GEOMETRIC RESULTS & DESIGN	6/4/1993	1765699M0	1/5/1995	1765699M0	REGISTERED	41
65567-0057*	GEOMETRIC RESULTS & DESIGN	6/4/1993	1765696M6	1/5/1995	1765696M6	REGISTERED	38

* Owner listed as Geometric Results Iberia S.A.

UNITED KINGDOM

65567-0106	ENGINEERING THE FUTURE	10/13/1999	2211331	10/13/1999	2211331	REGISTERED	42
65567-0042*	GEOMETRIC RESULTS	8/16/1993	1545015	12/22/1995	1545015	REGISTERED	41
65567-0041*	GEOMETRIC RESULTS	8/16/1993	1545014	5/3/1996	1545014	REGISTERED	35
65567-0050*	GEOMETRIC RESULTS & DESIGN	8/16/1993	1545016	9/1/1995	1545016	REGISTERED	35
65567-0051*	GEOMETRIC RESULTS & DESIGN	8/16/1993	1545017	8/18/1995	1545017	REGISTERED	41

* Owner listed as Ford Motor Company. Registered User listed as Geometric Results.

UNITED STATES

65567-0074	APPLYING TECHNOLOGY DELIVERING RESULTS	4/13/1999	75/681,427	11/27/2001	2,511,471	REGISTERED	39, 40, 4
65567-0096	B2BBUYER	10/4/1999	75/814,693	1/28/2003	2,681,980	REGISTERED	35
65567-0246	B2BBUYER (REFILE)	3/19/2002	76/391,772	6/1/2004	2,849,856	REGISTERED	35
65567-0072	MSX INTERNATIONAL	1/29/1999	75/632,287	11/5/2002	2,644,916	REGISTERED	35, 36, 3 40, 41, 4
65567-0071	MSX INTERNATIONAL	3/9/1998	75/447,227	2/22/2000	2,320,235	REGISTERED	42
65567-0068	MSX INTERNATIONAL & DESIGN	1/29/1999	75/632,286	11/5/2002	2,644,915	REGISTERED	35, 36, 3 40, 41, 4
	TOTAL VALUE PARTNERSHIP	10/11/2001	76/323,865	8/26/2003	2,755,172	REGISTERED	35
	SMARTSIZE YOUR WORK FORCE	4/13/1999	75/681,426	9/26/2000	2,390,480	REGISTERED	35
	MSX INTERNATIONAL & DESIGN	11/8/1996	75/194,961	2/16/1999	2,224,655	REGISTERED	42