

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
CONVEYING PARTY DATA																																														
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PROPERTY NUMBERS Total: 97																																														
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TRADEMARK
REEL: 003447 FRAME: 0115

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Registration Number:	2383692	GENPAD
Registration Number:	2875541	INNOVATIONWORKS
Registration Number:	2074872	MACH
Registration Number:	2669773	PRIMETEMP
Registration Number:	2640062	SEE THE POSSIBILITIES
Registration Number:	2618449	SEE THE POSSIBILITIES
Registration Number:	2451240	SEE THE POSSIBILITIES
Registration Number:	2978199	TACNET

Registration Number:	2789253	VISTCONNECT
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Registration Number:	2550540	VISTEON
Registration Number:	2589140	VISTEON RACING
Registration Number:	2782163	VISTEON VOICE TECHNOLOGY
Registration Number:	2933914	V-TES

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:	509265/1127
NAME OF SUBMITTER:	Kirstie Howard
Signature:	/kh/
Date:	12/19/2006

Total Attachments: 9
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of June 13, 2006 is made by VISTEON CORPORATION, a Delaware corporation, located at One Village Center, Van Buren Township, Michigan 48111 (the "Borrower"), in favor of JPMORGAN CHASE BANK, N.A., a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 13, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Agent, CREDIT SUISSE SECURITIES (USA) LLC and SUMITOMO MITSUI BANKING CORPORATION, as Co-Documentation Agents, and CITICORP USA, INC., as Syndication Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other 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 Guarantee and Collateral Agreement, dated as of June 13, 2006, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral 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 Loans 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 Guarantee and Collateral 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.

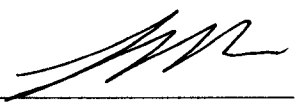
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral 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 Guarantee and Collateral 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 Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral 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 15th day of November, 2006.

VISTEON CORPORATION
as Borrower

By: 
Name: Brian P. Casey
Title: Vice President and Treasurer

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

By: _____
Name:
Title:

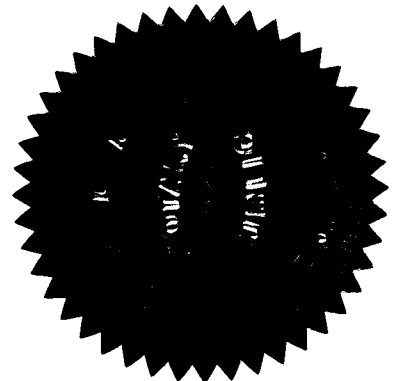
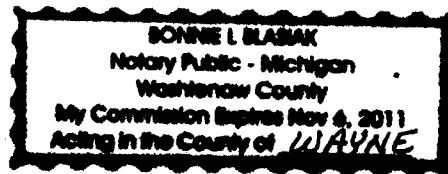
ACKNOWLEDGMENT OF BORROWER

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

On the 15th day of November, 2006, before me personally came Brian P. Casey, who is personally known to me to be the Vice President and Treasurer of Visteon Corporation, a Delaware corporation; who, being duly sworn, did depose and say that he is the Vice President and Treasurer 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.

Bonnie L Blasiak
Notary Public

(PLACE STAMP AND SEAL ABOVE)



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be
duly executed and delivered by their respective officers on this 4 day of ~~November~~, 2006.
December 8

VISTEON CORPORATION
as Borrower

By: _____
Name:
Title:

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

By: *Robert P. Kellas*
Name: **ROBERT P. KELLAS**
Title: **VICE PRESIDENT**

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF)
) ss
COUNTY OF)

On the 4th day of December², 2006, before me personally came

Robert J. Kellas, who is personally known to me to be the vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such national banking association, the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

Edeline C. Adderley
Notary Public

(PLACE STAMP AND SEAL ABOVE)

EDELINE C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

SCHEDULE A**U.S. Trademark Registrations**

<u>Trademark</u>	<u>Registration Number</u>
CLIMATEPRO	2,649,913
CLIMATEPRO AND DESIGN	2,602,426
ENERGY DOT DEVICE	2,505,180
ENERGY DOT DEVICE (5/BLACK)	2,500,805
ENERGY DOT DEVICE (5/BLACK)	2,466,448
ENERGY DOT DEVICE (5/BLACK)	2,594,843
ENERGY DOT DEVICE (5/BLACK)	2,507,703
ENERGY DOT DEVICE (5/BLACK)	2,505,179
ENERGY DOT DEVICE (5/BLACK)	2,502,680
ENERGY DOT DEVICE (5/BLACK)	2,498,849
ENERGY DOT DEVICE (5/BLACK)	2,594,848
ENERGY DOT DEVICE (5/COLOR)	2,500,806
ENERGY DOT DEVICE (5/COLOR)	2,724,596
ENERGY DOT DEVICE (5/COLOR)	2,625,549
ENERGY DOT DEVICE (5/COLOR)	2,567,914
ENERGY DOT DEVICE (5/COLOR)	2,502,681
ENERGY DOT DEVICE (5/COLOR)	2,502,682
ENERGY DOT DEVICE (5/COLOR)	2,498,854
ENERGY DOT DEVICE (5/COLOR)	2,594,844
ENERGY DOT DEVICE (5/COLOR)	2,510,988
ENERGY DOT DEVICE (5/COLOR)	2,775,965
ENERGY DOT DEVICE (8/BLACK)	2,507,706
ENERGY DOT DEVICE (8/BLACK)	2,466,450
ENERGY DOT DEVICE (8/BLACK)	2,625,553
ENERGY DOT DEVICE (8/BLACK)	2,500,814
ENERGY DOT DEVICE (8/BLACK)	2,530,373
ENERGY DOT DEVICE (8/BLACK)	2,507,707
ENERGY DOT DEVICE (8/BLACK)	2,500,808
ENERGY DOT DEVICE (8/BLACK)	2,594,845
ENERGY DOT DEVICE (8/BLACK)	2,500,810
ENERGY DOT DEVICE (8/BLACK)	2,507,704
ENERGY DOT DEVICE (8/COLOR)	2,500,811
ENERGY DOT DEVICE (8/COLOR)	2,466,451
ENERGY DOT DEVICE (8/COLOR)	2,594,846
ENERGY DOT DEVICE (8/COLOR)	2,500,807
ENERGY DOT DEVICE (8/COLOR)	2,502,683
ENERGY DOT DEVICE (8/COLOR)	2,498,850
ENERGY DOT DEVICE (8/COLOR)	2,594,842
ENERGY DOT DEVICE (8/COLOR)	2,507,702

<u>Trademark</u>	<u>Registration Number</u>
GENPAD	2,444,690
GENPAD	2,451,267
GENPAD	2,383,692
INNOVATIONWORKS	2,875,541
MACH	2,074,872
PRIMETEMP	2,669,773
SEE THE POSSIBILITIES	2,640,062
SEE THE POSSIBILITIES	2,618,449
SEE THE POSSIBILITIES	2,451,240
TACNET	2,978,199
VISTCONNECT	2,789,253
VISTEON	2,360,510
VISTEON	2,383,644
VISTEON	2,383,646
VISTEON	2,385,988
VISTEON	2,457,288
VISTEON	2,414,389
VISTEON	2,175,733
VISTEON	2,175,734
VISTEON	2,383,551
VISTEON & ENERGY DOT DEVICE (5/BLACK)	2,625,551
VISTEON & ENERGY DOT DEVICE (5/BLACK)	2,646,210
VISTEON & ENERGY DOT DEVICE (5/BLACK)	2,613,062
VISTEON & ENERGY DOT DEVICE (5/BLACK)	2,594,847
VISTEON & ENERGY DOT DEVICE (5/COLOR)	2,625,550
VISTEON & ENERGY DOT DEVICE (5/COLOR)	2,646,208
VISTEON & ENERGY DOT DEVICE (8/COLOR)	2,646,209
VISTEON & ENERGY DOT DEVICE (8/COLOR)	2,610,153
VISTEON & ENERGY DOT DEVICE (8/COLOR)	2,601,661
VISTEON (AND DESIGN)	2,507,710
VISTEON AND ENERGY DOT DEVICE (5/BLACK)	2,520,794
VISTEON AND ENERGY DOT DEVICE (5/BLACK)	2,520,793
VISTEON AND ENERGY DOT DEVICE (5/BLACK)	2,507,708
VISTEON AND ENERGY DOT DEVICE (5/BLACK)	2,518,154
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,507,705
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,500,809
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,498,851
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,507,709
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,510,989
VISTEON AND ENERGY DOT DEVICE (5/COLOR)	2,510,990
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VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,360,555
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VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,383,643
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,383,642
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,383,647

<u>Trademark</u>	<u>Registration Number</u>
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,498,957
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,451,583
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,239,710
VISTEON AND ENERGY DOT DEVICE (8/BLACK)	2,241,256
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,513,189
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,466,449
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,498,853
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,498,852
VISTEON AND ENERGY DOT DEVICE (8/COLOR)	2,550,540
VISTEON RACING AND DESIGN	2,589,140
VISTEON VOICE TECHNOLOGY	2,782,163
V-TES	2,933,914