

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MSX International, Inc.		03/30/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	BNY Midwest Trust Company
Street Address:	2 North LaSalle Street, Suite 1020
Internal Address:	Attention: Corporate Trust Administration
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60602
Entity Type:	Agent:

**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)354-8113  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-819-8923

CH \$240.00 2511471

Email: trademarkdocket@whitecase.com  
Correspondent Name: Matthew Bart  
Address Line 1: White & Case LLP  
Address Line 2: 1155 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	1155732-0008
NAME OF SUBMITTER:	Matthew Bart
Signature:	/Matthew Bart/
Date:	06/05/2007

**Total Attachments: 11**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) dated as of March 30, 2007, between Grantor listed on the signature page hereof (“Grantor”), and BNY MIDWEST TRUST COMPANY, in its capacity as Agent for the Secured Parties (together with its successors and assigns in such capacity, “Agent”).

### W I T N E S S E T H:

WHEREAS, pursuant to that certain Indenture (as amended, restated, supplemented, renewed, extended, replaced or otherwise modified from time to time, the “Indenture”) by and among MSX INTERNATIONAL UK PLC, a company incorporated under the laws of England and Wales (“MSX UK”), MSX INTERNATIONAL BUSINESS SERVICES, SAS, a Société Anonyme Simplifiée incorporated under the laws of France (“MSX FR”) and MSX INTERNATIONAL GMBH, a limited liability company (*Gesellschaft mit beschränkter Haftung*) organised under the laws of the Federal Republic of Germany (“MSX DE”, and together with the MSX UK and MSX FR, the “Issuers”), MSX INTERNATIONAL, INC., a Delaware corporation (the “Company”), as a guarantor, each of the Company’s Subsidiaries signatory thereto (each, a “Subsidiary Guarantor” and, together with the Company, the “Guarantors”) and Agent, MSX UK has issued its 12½% Senior Secured Notes due 2012 (the “UK Notes”), MSX FR has issued its 12½% Senior Secured Notes due 2012 (the “FR Notes”) and MSX DE has issued its 12½% Senior Secured Notes due 2012 (the “DE Notes” and, together with the UK Notes and the DE Notes, including any Additional Notes issued thereunder, the “Notes”);

WHEREAS, in order to induce the Holders to purchase the Notes, the Grantor has entered into a Second Lien Security Agreement dated as of March 30, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) by each of the parties listed on the signature page thereto and those additional entities that thereafter become party thereto and Agent; and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of the Secured Parties, 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, 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 Indenture.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority (except as otherwise contemplated by the Intercreditor Agreement)

security interest in all of 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 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 Grantor to Agent, the other Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving 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 Secured Parties, pursuant to the Security Agreement. 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 Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor 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 Grantor's obligations under this Section 5, Grantor hereby authorizes Agent to unilaterally modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. 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 Indenture 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 Indenture 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 Indenture Document refer to this Trademark Security Agreement or such other Indenture Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Indenture 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 Indenture 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 Indenture Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. 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 Indenture 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, 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 Chief Financial

ACCEPTED AND ACKNOWLEDGED  
BY:

BNY MIDWEST TRUST COMPANY, as  
Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

IN WITNESS WHEREOF, 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:**

BNY MIDWEST TRUST COMPANY, as  
Agent

By: M Callahan

Name: M. CALLAHAN

Title: VICE PRESIDENT

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

MSX International, Inc.

Trademark Report by Country

REFERENCE #	Mark	Filed	App#	REGDT	REG#	STATUS	CLASSES
<b>AUSTRALIA</b>							
	MSX	7/22/1997	739665	7/2/1999	739685	REGISTERED	35
	MSX INTERNATIONAL	2/10/1998	754697	8/25/1998	754697	REGISTERED	42
	MSX INTERNATIONAL	11/18/1998	778746	9/22/2000	778746	REGISTERED	35, 41, 42, 40
	MSX INTERNATIONAL & DESIGN	11/18/1998	778748	9/22/2000	778748	REGISTERED	35, 40, 41, 42
	MSX INTERNATIONAL & DESIGN	11/6/1997	748059	6/26/1998	748059	REGISTERED	42
	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
<b>BRAZIL</b>							
	B2BBUYER	5/29/2002	824630793			PENDING	35
	MSX INTERNATIONAL	3/12/1998	820606413	5/28/2002	820606413	REGISTERED	42
	MSX INTERNATIONAL	9/18/2002	824938305			PENDING	35



MSX INTERNATIONAL & DESIGN	12/2/1997	820420840	4/3/2001	820420840	REGISTERED	42
MSX INTERNATIONAL & DESIGN	9/18/2002	824938330			PENDING	35
<b>CANADA</b>						
B2BBUYER	7/26/2002	1148101	2/8/2006	TMA658,341	REGISTERED	9, 35, 36, 42
GEOMETRIC RESULTS	7/16/1992	709017	5/12/1995	TMA442699	REGISTERED	35, 42
GEOMETRIC RESULTS	8/5/1993	734,337	11/3/1995	TMA449540	REGISTERED	35, 41
GEOMETRIC RESULTS & DESIGN	8/5/1993	734339	3/15/1996	TMA455197	REGISTERED	35
MSX INTERNATIONAL	5/20/1998	878807	9/23/2002	TMA567826	REGISTERED	42
MSX INTERNATIONAL	11/18/1998	896993	6/22/2000	TMA529701	REGISTERED	35, 41, 42
MSX INTERNATIONAL & DESIGN	12/8/1997	863523	8/26/1999	TMA515519	REGISTERED	35, 40, 41, 42
MSX INTERNATIONAL & DESIGN	11/18/1998	896994	6/22/2000	TMA529703	REGISTERED	35, 41, 42
TRIANGLE DESIGN	7/16/1992	709042	9/15/1995	TMA447541	REGISTERED	35, 42
<b>CHINA</b>						
MSX INTERNATIONAL	12/21/1998	9800143928	3/28/2001	1547815	REGISTERED	35
MSX INTERNATIONAL	3/11/1998	9800020232	6/14/1999	1284954	REGISTERED	42
MSX INTERNATIONAL & DESIGN	12/21/1998	9800143829	3/28/2001	1547816	REGISTERED	35
MSX INTERNATIONAL & DESIGN	4/21/1998	9800038322	10/7/1999	1322438	REGISTERED	42

\*Owner listed as Ford Motor Company

MSX INTERNATIONAL  
CREATING THE FUTURE

9800038323

4/21/1998

PENDING

42

**EUROPEAN UNION (CTM)**

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

\* Owner listed as MascoTech Automotive Systems Group, Inc.

**FRANCE**

GEOMETRIC RESULTS	8/27/1993	93481667	8/27/1993	9348166	REGISTERED	35, 41, 16
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, 42
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**INDIA**

MSX INTERNATIONAL & DESIGN					PROPOSED	
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**ITALY**

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

\* Owner listed as Ford Motor Co.

**MEXICO**

B2BUYER	8/6/2002	559675				PENDING	35
ENGINEERING THE FUTURE	10/13/1999	394897	3/22/2000	645664		REGISTERED	42
GEOMETRIC RESULTS	8/30/1993	176740	6/21/1994	464118		REGISTERED	35
GEOMETRIC RESULTS	8/30/1993	176739				PENDING	41
GEOMETRIC RESULTS & DESIGN	8/30/1993	176742	6/21/1994	464119		REGISTERED	35
GEOMETRIC RESULTS & DESIGN	8/30/1993	176741				PENDING	41
MSX INTERNATIONAL	1/15/1999	360355	2/25/1999	602168		REGISTERED	35
MSX INTERNATIONAL	2/25/1998	323647	8/31/1999	621221		REGISTERED	42
MSX INTERNATIONAL & DESIGN	1/15/1999	360357	4/29/1999	607741		REGISTERED	35
MSX INTERNATIONAL & DESIGN	2/19/1998	323012	3/26/1998	573060		REGISTERED	42
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**

B2BUYER	5/21/2002	250637				PENDING	35
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**PORTUGAL**

B2BUYER	7/9/2002	365348				PENDING	35
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NEWYORK 6077501 (2K)

**SPAIN**

GEOMETRIC RESULTS & DESIGN	6/4/1993	1765699M0	1/5/1995	1765699M0	REGISTERED	41
GEOMETRIC RESULTS & DESIGN	6/4/1993	1765696M6	1/5/1995	1765696M6	REGISTERED	38

\* Owner listed as Geometric Results Iberia S.A.

**UNITED KINGDOM**

ENGINEERING THE FUTURE	10/13/1999	2211331	10/13/1999	2211331	REGISTERED	42
GEOMETRIC RESULTS	8/16/1993	1545015	12/22/1995	1545015	REGISTERED	41
GEOMETRIC RESULTS	8/16/1993	1545014	5/3/1996	1545014	REGISTERED	35
GEOMETRIC RESULTS & DESIGN	8/16/1993	1545016	9/1/1995	1545016	REGISTERED	35
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**

APPLYING TECHNOLOGY DELIVERING RESULTS	4/13/1999	75/681,427	11/27/2001	2,511,471	REGISTERED	39, 40, 42
B2BBUYER	10/4/1999	75/814,693	1/28/2003	2,681,980	REGISTERED	35
B2BBUYER (REFILE)	3/19/2002	76/391,772	6/1/2004	2,849,856	REGISTERED	35
MSX INTERNATIONAL	1/29/1999	75/632,287	11/5/2002	2,644,916	REGISTERED	35, 36, 39 40, 41, 42
MSX INTERNATIONAL	3/9/1998	75/447,227	2/22/2000	2,320,235	REGISTERED	42
MSX INTERNATIONAL & DESIGN	1/29/1999	75/632,286	11/5/2002	2,644,915	REGISTERED	35, 36, 39, 40, 41, 42
TOTAL VALUE	10/11/2001	76/323,865	8/26/2003	2,755,172	REGISTERED	35

PARTNERSHIP									
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			