

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
Saturn Electronics & Engineering, Inc.		03/19/2009	CORPORATION: MICHIGAN
Saturn Manufacturing Co.		03/19/2009	CORPORATION: OHIO
Saturn Electronics Texas, L.L.C.		03/19/2009	LIMITED LIABILITY COMPANY: TEXAS
Saturn Electronics & Engineering (Tustin), Inc.		03/19/2009	CORPORATION: DELAWARE
OPS Power LLC		03/19/2009	LIMITED LIABILITY COMPANY: MICHIGAN

RECEIVING PARTY DATA

Name:	Comerica Bank, as Administrative Agent
Street Address:	39200 Six Mile Road
City:	Livonia
State/Country:	MICHIGAN
Postal Code:	48152-2689
Entity Type:	a Texas banking association: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2138043	GLOBAL INNOVATOR OF SMART PRODUCTS
Registration Number:	2086953	

CORRESPONDENCE DATA

Fax Number: (734)930-2494
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 734-761-3780
 Email: asujek@bodmanllp.com
 Correspondent Name: Angela Alvarez Sujek - Bodman LLP
 Address Line 1: 201 South Division, Ste 400

CH \$65.00 2138043

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	SATURN - 37613-1
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NAME OF SUBMITTER:	Angela Alvarez Sujek
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Signature:	/Angela Alvarez Sujek/
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Date:	04/17/2009
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of March 19, 2009 is made between the undersigned (individually each the "Debtor" and collectively the "Debtors") and Comerica Bank, as Administrative Agent and Lead Arranger for the Banks (as defined below) ("Agent").

WITNESSETH

A. WHEREAS, pursuant to that certain Fourth Amended and Restated Credit Agreement ("Agreement") made as of March 19, 2009, by and among the financial institutions from time to time parties thereto (individually, "Bank", and collectively "Banks"), Agent, National City Bank, as syndication agent for the Banks, Saturn Electronics & Engineering, Inc., a Michigan corporation ("Company", and sometimes a "Borrower"), Saturn Manufacturing Co., an Ohio corporation ("Manufacturing", and sometimes a "Borrower"), Saturn Electronics Texas, L.L.C., a Texas limited liability company ("Texas", and sometimes a "Borrower"), and Saturn Electronics & Engineering (Tustin), Inc., a Delaware corporation ("Tustin", and sometimes a "Borrower"), the Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances to the Borrowers and to provide for the issuance of Letters of Credit for the account of the Borrowers, individually, or jointly and severally, as provided therein; and

B. WHEREAS, in connection with the Credit Agreement, the Debtors and the Agent have executed and delivered that certain Second Amended and Restated Security Agreement dated as of December 22, 2004 (whether by Joinder Agreement or otherwise) (as amended or otherwise modified from time to time, the "Security Agreement"); and

C. WHEREAS, as a condition precedent to the making of the Advances under the Credit Agreement, the Debtors are required to execute and deliver this Agreement and to further confirm the grant to the Agent for the benefit of the Banks a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Indebtedness (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreement, Debtors agree, for the benefit of the Agent and the Banks, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure the prompt and complete payment and performance when due of all of the Indebtedness, each Debtor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, all of the following property of such Debtor (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark") now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to on *Schedule 1.1* hereto;

(b) all Trademark licenses, including each Trademark license referred to on *Schedule 1.1* hereto;

(c) all renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by each of the items described in, clauses (a), (b) and (c); and

(e) all proceeds of, and rights associated with, the foregoing, including any right to sue or claim by the Debtors against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in *Schedule 1.1* attached hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtors for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent under the Security Agreement as security for the discharge and performance of the Indebtedness. The Security Agreement (and all rights and remedies of the Agent thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. The Agent shall, upon the written request of the Debtors, execute and deliver to the Debtors a proper instrument or instruments acknowledging the release of the security interest and Liens established hereby on any Trademark Collateral: (a) if the sale or other disposition of such Trademark Collateral is permitted under the terms of the Credit Agreement and, at the time of such proposed release, both before and after giving effect thereto, no Default or Event of Default has occurred and is continuing, (b) if the sale or other disposition of such Trademark Collateral is not permitted under the terms of the Credit Agreement, provided that the requisite Banks under such Credit Agreement shall have consented to such sale or disposition in accordance with the terms thereof, or (c) if such release has been approved by the requisite Banks in accordance with Section 15.11 of the Credit Agreement.

SECTION 5. Acknowledgment. The Debtors do hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. Loan Documents, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SECTION 8. Governing Law. The law governing this Agreement shall be as set forth in the Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTORS:

**SATURN ELECTRONICS & ENGINEERING,
INC.**

By: W. K. Tsuha
Name: Wallace K. Tsuha
Title: CEO

SATURN MANUFACTURING CO.

By: W. K. Tsuha
Name: Wallace K. Tsuha
Title: CEO

SATURN ELECTRONICS TEXAS, L.L.C.

By: W. K. Tsuha
Name: Wallace K. Tsuha
Title: President, Manager

**SATURN ELECTRONICS & ENGINEERING
(TUSTIN), INC.**

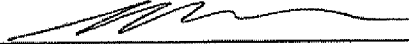
By: W. K. Tsuha
Name: Wallace K. Tsuha
Title: CEO

OPS POWER LLC

By: W. K. Tsuha
Name: Wallace K. Tsuha
Title: Manager

SECURED PARTY:

COMERICA BANK, as Administrative Agent

By: 
Name: Michael J. Wood
Title: Senior Vice President

Signature page to Trademark Security Agreement
(911972)

TRADEMARK
REEL: 003973 FRAME: 0099

SCHEDULE 1.1

U.S. TRADEMARKS

Mark	App. No.	Reg. No.	Filing Date	Reg. Date	Owner
GLOBAL INNOVATOR OF SMART PRODUCTS	75/179177	2,138,043	10/8/96	2/17/98	Saturn Electronics & Engineering, Inc.
(DESIGN ONLY)	75/029284	2,086,953	12/7/95	8/12/97	Saturn Electronics & Engineering, Inc.