

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Grant of Second Lien Security Interest in Trademark Rights

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Lear Corporation		11/09/2009	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	JPMorgan Chase Bank, N.A., as Administrative Agent and Collateral Agent
<b>Street Address:</b>	P.O. Box 2558
<b>City:</b>	Houston
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	77252
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	2030085	LEAR
Registration Number:	2156540	L LEAR
Registration Number:	2402143	PEOPLE-VEHICLE-INTERFACE
Registration Number:	2455393	ADVANCE RELENTLESSLY
Registration Number:	2492107	L LEAR
Registration Number:	2557962	LEAR
Registration Number:	2557963	LEAR
Registration Number:	2563033	LEAR
Registration Number:	2647854	L LEAR
Registration Number:	2766576	INTELLISEAT
Registration Number:	2797051	OCCUSENSE
Registration Number:	2845754	INTELLITIRE
Registration Number:	3319802	CAR2U

**CORRESPONDENCE DATA**

**900147775**

**TRADEMARK  
 REEL: 004097 FRAME: 0068**

**OP \$340.00 2030085**

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ATTORNEY DOCKET NUMBER:	509265/0024
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/m/
Date:	11/16/2009

Total Attachments: 7  
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GRANT OF  
SECOND LIEN SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of November 9, 2009 is made by Lear Corporation, a Delaware corporation, located at 21557 Telegraph Road, Southfield, Michigan 48033 (the “Borrower”), in favor of JPMorgan Chase Bank, N.A., a national banking association, as administrative agent (in such capacity, the “Agent”) and as collateral agent for the several banks and other financial institutions or entities (the “Lenders”), parties to the Second Lien Credit Agreement, dated as of November 9, 2009 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”) among the Borrower, the Lenders, and the Agent.

W I T N E S S E T H:

WHEREAS, in connection with the confirmation and implementation of the First Amended Joint Plan of Reorganization Under Chapter 11 of the Bankruptcy Code, dated September 18, 2009 (the “Plan of Reorganization”), the Borrower shall issue to the holders of Prepetition Credit Agreement Secured Claims (as defined in the Plan of Reorganization), certain second lien term loans, and in partial satisfaction of the Prepetition Credit Agreement Secured Claims, the holders of the Prepetition Credit Agreement Secured Claims shall automatically become parties to the Second Lien Credit Agreement, and

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower has executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of November 9, 2009, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Second Lien Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the ratable benefit of the Secured Parties 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 and the Second Lien Guarantee and Collateral Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to restructure extensions of credit made to the Borrower upon the terms and subject to the conditions set forth in the Credit agreement, the Borrower agrees, for the ratable benefit of the Secured Parties, 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 Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement, as applicable.

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 Secured Parties to secure payment, performance and observance of the Obligations, provided that, applications in the United States Patent and Trademark Office to register trademarks on the basis of any Borrower's "intent to use" such trademarks will not be deemed to be Collateral unless and until a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted in the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

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 Secured Parties in connection with the Second Lien Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

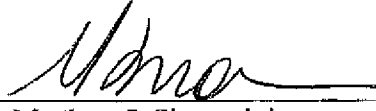
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and 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 Second Lien Guarantee and Collateral Agreement, the terms of the Second Lien 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.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 4<sup>th</sup> day of November 2009.

LEAR CORPORATION

By:   
Name: Matthew J. Simoncini  
Title: Sr. VP and Chief Financial Officer

JPMORGAN CHASE BANK, N.A.  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Second Lien Trademark Rights Security Agreement]

TRADEMARK  
REEL: 004097 FRAME: 0072

ACKNOWLEDGMENT OF BORROWER

STATE OF Michigan )  
 ) ss  
COUNTY OF Oakland )

On the 4<sup>th</sup> day of November, 2009, before me personally came Matthew J. Simoncini, who is personally known to me to be the Sr. VP and Chief Financial Officer of Lear Corporation, a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Sr. VP and Chief Financial Officer in such corporation, the corporation 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 corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Karen M. Rosbury  
Notary Public  
KAREN M. ROSBURY  
NOTARY PUBLIC, STATE OF MI  
COUNTY OF WAYNE  
MY COMMISSION EXPIRES Apr 18, 2012  
ACTING IN COUNTY OF OAKLAND  
(PLACE STAMP AND SEAL ABOVE)

[Second Lien Trademark Rights Security Agreement]

TRADEMARK  
REEL: 004097 FRAME: 0073

JPMORGAN CHASE BANK, N.A.  
as Agent

By:   
Name: \_\_\_\_\_  
Title: RICHARD W. DUKER  
MANAGING DIRECTOR

[Second Lien Trademark Rights Security Agreement]

**Schedule A**



Lear Case No.	Country	MatterTitle	Status	Application No.	Registration No.	Owner Name
101 TM	USA	L LEAR (and design) trademark	Registered	75/042719	2030085	Lear Corporation
101 TM	USA	L LEAR (and design) trademark	Registered	75/251719	2156540	Lear Corporation
131 TM	USA	PEOPLE-VEHICLE-INTERFACE trademark	Registered	75/873637	2402143	Lear Corporation
165 TM	USA	ADVANCE RELENTLESSLY trademark	Registered	76/068372	2455393	Lear Corporation
101 TM	USA	L LEAR (and design) trademark	Registered	75/907757	2492107	Lear Corporation
175 TM	USA	LEAR trademark	Registered	76/037383	2557962	Lear Corporation
175 TM	USA	LEAR trademark	Registered	76/037384	2557963	Lear Corporation
175 TM	USA	LEAR trademark	Registered	75/037385	2563033	Lear Corporation
101 TM	USA	L LEAR (and design) trademark	Registered	75/907,756	2647854	Lear Corporation
185 TM	USA	INTELLISEAT trademark	Registered	76/456605	2766576	Lear Corporation
184 TM	USA	OCCUSENSE trademark	Registered	74/456606	2797051	Lear Corporation
181 TM	USA	INTELLITIRE trademark	Registered	76/400254	2845754	Lear Corporation
201 TM	USA	Car2U trademark	Registered	78/577550	3319802	Lear Corporation