

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

To the director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Merix Corporation  
101 South Hanley Road, Suite 400  
St. Louis, MO 63105

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State  
☐ Other: \_\_\_\_\_

Citizenship (see guidelines) Delaware

Execution Date(s) February 16, 2010

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other: \_\_\_\_\_

2. Name and address of receiving party(ies)

☐ Yes

Additional names, addresses, or citizenship attached?

☒ No

Name: Wachovia Capital Finance Corporation (New England)

Internal

Address: \_\_\_\_\_

Street Address: 150 South Wacker Drive

City: Chicago

State: IL

Country: USA

Zip: 60606

☐ Association Citizenship \_\_\_\_\_

☐ General Partnership Citizenship \_\_\_\_\_

☐ Limited Partnership Citizenship \_\_\_\_\_

☒ Corporation Citizenship Massachusetts

☐ Other ☐ Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached. ☐ Yes ☒ No  
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: cls-uds@albany.writeskluwers.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(5) & 3.41) \$96 -

☒ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☐ Enclosed

8. Payment Information:

a. Credit Card

Last 4 Numbers 5683

Expiration Date 10/12

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

9. Signature:

*Mercedes Farinas*  
Signature  
Mercedes Farinas  
Name of Person Signing

2/17/10  
Date

Total number of pages including cover sheet, attachments, and document. 13

Documents to be recorded (including cover sheet) should be faxed to (703) 308-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$90.00 1968853

**EXHIBIT A**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
List of Trademarks and Trademark Applications

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
MERIX	1968853	4/16/1996
MERIX M	1968854	4/16/1996
M	1968855	4/16/1996

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement"), dated February 16, 2010, is by and between Merix Corporation, an Oregon corporation ("Debtor"), and Wachovia Capital Finance Corporation (New England), a Massachusetts corporation, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement referred to below.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Viasystems Technologies Corp., L.L.C. and Debtor (each individually a "Borrower" and collectively, "Borrowers") have entered into financing arrangements pursuant to which Secured Party and the financial institutions which are parties thereto as lenders (each individually a "Lender" and collectively, "Lenders") may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated even date herewith, by and among Borrowers, certain of their affiliates, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement) including the Guarantee (as defined below);

WHEREAS, Viasystems, Inc., Viasystems International, Inc. and Merix Asia, Inc. (each individually a "Guarantor" and collectively, "Guarantors"), have guaranteed the Obligations (as defined in the Loan Agreement) of Borrowers to Secured Party and Lenders pursuant to the Guarantee, dated of even date herewith, by Borrowers and Guarantors in favor of Secured Party (as the same now exists or may hereafter be amended, modified, supplements, extended, renewed, restated or replaced, the "Guarantee"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Grant of Security Interest. To secure the prompt payment and performance of all of the Obligations, Debtor hereby grants to Secured Party (for itself and on behalf of the Secured Parties) a continuing security interest in and lien upon, and right of set off against, for the benefit of itself and the benefit of the other Secured Parties, the following, whether now owned or hereafter acquired or existing, and wherever located (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and

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to: (i) all of Debtor's trademarks, service marks, trade names, and trade styles, and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks (or the license of any Trademark), including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks. Notwithstanding anything contained in this Agreement to the contrary, the Collateral shall not include any "intent-to-use" application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law; provided, however, that, the Collateral shall include, and the security interest granted by Debtor shall attach to, any such "intent to use" application for registration of a trademark to the extent Debtor grants or permits any lien thereon to secure any indebtedness permitted under Section 9.9(h) or (i) of the Loan Agreement.

2. Obligations Secured. The security interest, lien and other interests granted to Secured Party, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure payment and performance of all Obligations.

3. Representations, Warranties; Covenants and Power of Attorney. Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more Uniform Commercial Code financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement recorded in the United States Patent and Trademark Office or any other appropriate federal, state or government office.

(b) As of the date hereof, Debtor does not have any issued Trademarks registered in, or any trademark applications filed with, the United States Patent and Trademark Office, other than those described in Exhibit A hereto.

(c) Upon the occurrence and during the continuance of an Event of Default, Secured Party may, in its reasonable discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, without limitation, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses in connection therewith. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(d) Debtor shall, upon the occurrence and during the existence of an Event of Default, render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States of America, any State thereof, any political subdivision thereof or in any other country, to maintain the applications and registrations of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings in connection therewith.

(e) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder; provided, that, Agent shall not exercise or use any such Special Power of Attorney unless an Event of Default (as defined in the Loan Agreement) exists or has occurred and is continuing.

(f) Within forty-five (45) days after the end of each fiscal quarter, Debtor shall provide written notice to Agent of any trademarks or trade name registrations in the United States Patent and Trademark Office obtained or filed by Debtor during such fiscal quarter, or of any applications for any of the foregoing, obtained or filed by Debtor during such fiscal quarter. The provisions of this Agreement (and the other Collateral Documents, as applicable) shall automatically apply to any such issuance, registration or application. Upon the request of Agent, Debtor shall reasonably promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Agent to evidence, record and perfect the security interest in such issuance, registration or application in favor of Agent.

(g) Debtor shall not intentionally do any act, or intentionally omit to do any act, whereby any issued trademark, registered trademark or trademark application included in the Collateral is reasonably likely to become abandoned, invalidated, unenforceable or voided; provided, however, that, so long as no Event of Default shall exist or have occurred and be continuing, Debtor may abandon or cancel any such issued trademark, registered trademark or trademark

application that is not material or is no longer used or useful in the business of Debtor or any other Borrower or Guarantor or has minimal value. -

#### 4. Rights and Remedies

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor (or any of its affiliates) or for such other reason as Secured Party may determine pursuant to Section 10.2(f) of the Loan Agreement.

(b) Secured Party may, to the extent it may lawfully do so, grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its reasonable discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and, to the extent permitted by applicable law, Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(e) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party (to the extent not paid by Debtor pursuant to Section 4(d) above. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as set

forth in the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall use commercially reasonable efforts to supply to Secured Party or to Secured Party's designee, Debtor's customer lists and other records relating to the Trademarks.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and any Lender's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforceable alternatively, successively, or concurrently as Secured Party may deem expedient. No failure or delay on the part of Secured Party in exercising any of its options, power or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

#### 5. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the Debtor and Secured Party or any Lender in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems reasonably necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor and Secured Party hereby waive personal service of any and all process upon it and consent that all such service of process may be made by certified mail (return receipt requested) directed to their respective addresses set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within sixty (60) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Secured Party.

#### 6. Miscellaneous

(a) All notices, requests and demands to or upon the parties hereto shall be in writing and shall be given or made in accordance with Section 13.3 of the Loan Agreement.

(b) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement, unless otherwise defined herein. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Borrowers, Lenders and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the



benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law. In the event of an irreconcilable conflict between this Agreement and the Loan Agreement, the Loan Agreement shall govern.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived, terminated or discharged, unless such amendment, modification, waiver, termination or discharge is by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of any such agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MERIX CORPORATION

By: 

Title: Vice President and Secretary

WACHOVIA CAPITAL FINANCE CORPORATION  
(NEW ENGLAND), as Agent

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

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

Trademark Security Agreement (Marks)

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

MERIX CORPORATION

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

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

WACHOVIA CAPITAL FINANCE CORPORATION  
(NEW ENGLAND), as Agent

By: B. J. Smith

Title: Vice President

Trademark Security Agreement (Merix)

TRADEMARK  
REEL: 004153 FRAME: 0699

**Special Power of Attorney**

TRADEMARK  
REEL: 004153 FRAME: 0700

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_ 2010, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of Merix Corporation, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public