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
Tower Automotive Operations USA I, LLC		08/24/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust FSB
Street Address:	1100 North Market St.
Internal Address:	Rodney Square North
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2411705	TOWER AUTOMOTIVE

OP $40.00 2411705

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-370-4789
Email: Agency@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G. St NW
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F128646
NAME OF SUBMITTER:	Courtney Mitchell
Signature:	/Courtney Mitchell/

Date:	08/25/2010

Total Attachments: 6
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Execution Copy

TRADEMARK SECURITY AGREEMENT

WHEREAS, Tower Automotive Operations USA I, LLC, a Delaware limited liability company (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, Tower Automotive Holdings USA, LLC and TA Holdings Finance, Inc. (collectively, the "Issuers"), Tower Automotive, LLC, Tower Automotive Holdings I, LLC, Tower Automotive Holdings II(a), LLC, Tower Automotive Holdings II(b), LLC, the other guarantors and lenders party thereto, and Wilmington Trust FSB, as trustee and collateral agent, are parties to that certain Senior Debt Securities Indenture dated as of August 24, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "**Indenture**"); and

WHEREAS, pursuant to (i) a Notes Security Agreement dated as of August 24, 2010 (as amended and/or supplemented from time to time, the "**Security Agreement**") among the Issuers, the guarantors party thereto and Wilmington Trust FSB, as collateral agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the "**Grantee**"), and (ii) certain other secured notes documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Issuers and secured such guarantee (the "**Lien Grantor's Note Guarantee**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Note Guarantee, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark (provided that no security interest shall be granted in the United States intent-to-use trademark applications to the extent that, and

solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law);

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Indenture, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee 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 are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 27th day of August, 2010.

TOWER AUTOMOTIVE OPERATIONS
USA I, LLC

By: _____
Name: Mark Malcolm
Title: President + CEO

Acknowledged:

WILMINGTON TRUST FSB,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to Notes Trademark Security Agreement]

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 24th day of August, 2010.

TOWER AUTOMOTIVE OPERATIONS
USA I, LLC

By: _____
Name:
Title:

Acknowledged:

WILMINGTON TRUST FSB,
as Collateral Agent

By: _____
Name: Michael G. Oller, Jr.
Title: Assistant Vice President

[Signature Page to Notes Trademark Security Agreement]

STATE OF MICHIGAN)
) ss.:
COUNTY OF WAYNE)

I, Kelly E. Kowalski, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mark Malcolm, President & CEO of Tower Automotive Operations USA I, LLC (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 29th day of August, 2012.

[Seal]

Kelly E. Kowalski

Signature of notary public
My Commission expires 1-7-2013

KELLY E. KOWALSKI
NOTARY PUBLIC, STATE OF MICHIGAN
WAYNE COUNTY
MY COMMISSION EXPIRES JANUARY 7, 2013

[Signature Page to Notes Trademark Security Agreement]

Schedule 1
to Trademark
Security Agreement

TOWER AUTOMOTIVE OPERATIONS USA I, LLC

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
Tower Automotive (and design)	2411705	12/12/2000

U.S. TRADEMARK APPLICATIONS

TRADEMARK	REG. NO.	REG. DATE
None.		

TRADEMARK LICENSES

NAME OF AGREEMENT	PARTIES LICENSOR/LICENSEE	DATE OF AGREEMENT	SUBJECT MATTER
None.			

(NY) 27961/438/SECURITY/notes.trademark.sa.doc