

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release and Termination of Trademark Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wilmington Trust (London) Limited (as successor in interest to JP Morgan Chase Bank, N.A.)		08/25/2010	TRUST:

RECEIVING PARTY DATA

Name:	Hanil USA, L.L.C.
Street Address:	1272 Doris Road
City:	Auburn Hills
State/Country:	MICHIGAN
Postal Code:	48326
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	TI Automotive, L.L.C.
Street Address:	1272 Doris Road
City:	Auburn Hills
State/Country:	MICHIGAN
Postal Code:	48326
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

Name:	TI Group Automotive Systems, L.L.C.
Street Address:	1272 Doris Road
City:	Auburn Hills
State/Country:	MICHIGAN
Postal Code:	48326
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76659999	B

CH \$265.00 76659999

900170294

**TRADEMARK
 REEL: 004267 FRAME: 0434**

Serial Number:	74668644	PERMBLOK
Serial Number:	76660210	BUNDY
Serial Number:	71309605	BUNDYWELD
Serial Number:	75556724	B
Serial Number:	72131800	BUNDYFLEX
Serial Number:	76268309	TI AUTOMOTIVE
Serial Number:	72277626	B
Serial Number:	71526717	BUNDY
Serial Number:	76648288	TIA

CORRESPONDENCE DATA

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2123108000
Email: suzanne.inglis@weil.com, vindra.richter@weil.com
Correspondent Name: Vindra Richter
Address Line 1: Weil, Gotshal & Manges LLP
Address Line 2: 767 Fifth Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	77571.0011.V.KAYE.W.
NAME OF SUBMITTER:	Vindra Richter
Signature:	/Vindra Richter/
Date:	08/26/2010

Total Attachments: 5
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RELEASE AND TERMINATION OF TRADEMARK SECURITY INTEREST

This RELEASE AND TERMINATION OF TRADEMARK SECURITY INTEREST, dated as of August 25, 2010 (the "Release"), is executed by and among WILMINGTON TRUST (LONDON) LIMITED in its capacity as the agent and on behalf of the Finance Parties under the Security Agreements defined below (in such capacity, together with its successors and assigns, the "Agent") and HANIL USA, L.L.C., TI AUTOMOTIVE, L.L.C., and TI GROUP AUTOMOTIVE SYSTEMS, L.L.C. (the "Grantors"). All terms used but not otherwise defined herein shall have the meanings given to such terms in the Security Agreements.

WHEREAS, JP MORGAN CHASE BANK, N.A., a national association organized under the laws of the United States ("JP Morgan") executed that certain Pledge and Security Agreement for the Benefit of the Senior Finance Parties, dated June 29, 2007 and that certain Pledge and Security Agreement for the Benefit of the Convertible Finance Parties, dated June 29, 2007 (together, the "Original Security Agreements"), pursuant to which JP Morgan was granted a security interest in certain trademark collateral, including those trademark registrations and applications set forth in Schedule I of this Release (the "Trademarks"), which was recorded with the United States Patent and Trademark Office ("USPTO") on August 23, 2007, at Reel 3607, Frame 0475;

WHEREAS, JP Morgan was replaced by the Agent pursuant to the Deed of Retirement, Accession and Appointment, dated December 7, 2009, by and among JP Morgan, the Agent and TI Automotive Limited, as parent of the Grantors ("Parent"), and the Grantors and the Agent entered into that certain Amended and Restated Pledge and Security Agreement for the Benefit of the Senior Finance Parties, dated December 7, 2009 and that certain Amended and Restated Pledge and Security Agreement for the Benefit of the Convertible Finance Parties, dated December 7, 2009 (together, the "Security Agreements"), thereby amending and restating the Original Security Agreements in their entirety;

WHEREAS, the Agent acquired all of JP Morgan's right, title and interest in and to JP Morgan's security interest in the Trademarks, pursuant to that certain Assignment of Trademark Security Interest, dated February 8, 2010, by and among JP Morgan, Agent, and the Parent, which was recorded with the USPTO on March 3, 2010, at Reel 4160, Frame 0519;

WHEREAS, the parties hereto have entered into that certain Global Pay-Off Letter, dated as of the date hereof (the "Pay-Off Letter"), pursuant to which all Outstanding Liabilities (as defined in the Pay-Off Letter) required to be paid under the Pay-Off Letter have been paid in full; and

WHEREAS, the Grantors have requested that the Agent release, discharge and terminate the Agent's security interest in the Trademarks and the Agent wishes to release, discharge and terminate its security interest in the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Release of Security Interest.

(a) The Agent hereby releases, discharges and terminates in their entirety all mortgages, liens, and security interests granted to Agent in the Trademarks, together with all goodwill associated therewith and symbolized thereby and all products and proceeds of the foregoing, including without limitation in any claim by Grantors against third parties for past, present or future infringement or dilution of any Trademarks or past, present or future injury to the goodwill associated with any Trademark.

(b) The Agent agrees, at the expense of the Grantors, to take any actions and to execute any further documents necessary or reasonably required and requested by the Grantors to effectuate or evidence the terms of this Release, including, but not limited to, the execution and delivery of those documents necessary under Article 9 of the Uniform Commercial Code or other applicable law, in each case without recourse, representation or warranty of any kind (either express or implied), unless any of the foregoing actions (x) would expose the Agent or any officer of the Agent to personal liability or (y) would violate applicable law.

(c) The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States to record this Release.

(d) This Release shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of law principles thereof.

(e) This Release may not be modified, nor may any provision hereof be waived, orally or in any manner other than by an agreement in writing signed by the parties hereto or their respective successors and assigns.

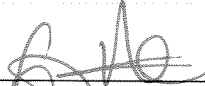
(f) All rights hereunder shall accrue to, and all obligations hereunder shall be binding upon, the heirs, representatives, successors, assigns and transferees of the parties hereto.

(g) This Release may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Release as of the day and year first above written.

WILMINGTON TRUST (LONDON) LIMITED,
as Agent

By: 
Name: Jeff Rose
Title: Vice President

HANIL USA, L.L.C.,
as Grantor

By: _____
Name: Timothy M. Guerriero
Title: Secretary

TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
as Grantor

By: _____
Name: Timothy M. Guerriero
Title: Secretary

TI AUTOMOTIVE, L.L.C.,
as Grantor

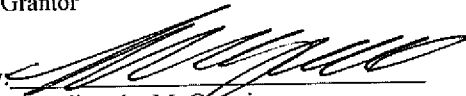
By: _____
Name: Timothy M. Guerriero
Title: Secretary

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WILMINGTON TRUST (LONDON) LIMITED,
as Agent

By: _____
Name: Jeff Rose
Title: Vice President

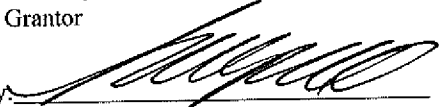
HANIL USA, L.L.C.,
as Grantor

By: 
Name: Timothy M. Guerriero
Title: Secretary

TI GROUP AUTOMOTIVE SYSTEMS, L.L.C.
as Grantor

By: 
Name: Timothy M. Guerriero
Title: Secretary

TI AUTOMOTIVE, L.L.C.,
as Grantor

By: 
Name: Timothy M. Guerriero
Title: Secretary

SCHEDULE I

UNITED STATES Trademarks and Trademark Applications

Trademark	Owner/Assignee	Application No. Application Date	Registration No. Registration Date
"b" (stylized)	TI Group Automotive Systems, L.L.C.	76/659999 12-May-2006	3328224 06-Nov-2007
b (white outline)	TI Group Automotive Systems, L.L.C.	75/556724 22-Sep-1998	2582638 18-Jun-2002
"b" (stylized)	TI Group Automotive Systems, L.L.C.	72/277626 07-Aug-1967	865191 25-Feb-1969
BUNDY	TI Group Automotive Systems, L.L.C.	71/526717 05-Jul-1947	503732 09-Nov-1948
BUNDY	TI Group Automotive Systems, L.L.C.	76/660210 15 May-2006	3500510 16-Sep-2008
BUNDYFLEX	TI Group Automotive Systems, L.L.C.	72/131800 13-Nov-1961	741152 27-Nov-1962
BUNDYWELD	TI Group Automotive Systems, L.L.C.	71/309605 05-Jan-1931	289329 24-Nov-1931
PERMBLOK	TI Group Automotive Systems, L.L.C.	74/668644 01-May-1995	2041248 25-Feb-1997
TIA	TI Group Automotive Systems, L.L.C.	76/648288 07-Oct-2005	
TI AUTOMOTIVE	TI Group Automotive Systems, L.L.C.	76/268309 07-Jun-2001	2698532 18-Mar-2003