

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Term Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
TI Group Automotive Systems, L.L.C.		08/25/2010	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	Citibank N.A.
Street Address:	1615 Brett Road
City:	New Castle
State/Country:	DELAWARE
Postal Code:	19720
Entity Type:	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Serial Number:	76659999	B
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

**CORRESPONDENCE DATA**

Fax Number: (212)310-8007  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212.310.8000  
 Email: vindra.richter@weil.com, suzanne.inglis@weil.com  
 Correspondent Name: Vindra Richter  
 Address Line 1: Weil, Gotshal & Manges LLP

CH \$190.00 76659999

**900170359**

**TRADEMARK  
 REEL: 004267 FRAME: 0858**

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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**TRADEMARK SECURITY AGREEMENT**

**(Trademarks, Trademark Registrations, Trademark Applications and Material Trademark Licenses)**

WHEREAS, TI Group Automotive Systems, L.L.C., a Delaware limited liability company (herein referred to as the “**Grantor**”) owns, or in the case of licenses is an exclusive licensee with respect to, the Trademark Collateral (as defined below);

WHEREAS, TI Group Automotive Systems, L.L.C. (the “**Borrower**”), TI Automotive Limited, TI Automotive Canada, Inc., TI Automotive, L.L.C., Hanil USA L.L.C., TI Group Automotive Systems S de R.L. de C.V., the other guarantors and lenders party thereto, Citibank, N.A., as administrative agent, and the other agents party thereto are parties to a Term Loan and Guaranty Agreement dated as of August 25, 2010 (as amended from time to time, the “**Term Loan Agreement**”); and

WHEREAS, pursuant to (i) a Term Loan Collateral Agreement dated as of August 25, 2010 (as amended and/or supplemented from time to time, the “**Collateral Agreement**”) among, *inter alia*, the Borrower, the other Grantors party thereto and Citibank, N.A., as administrative agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, the “**Grantee**”), and (ii) certain other loan documents (including this Trademark Security Agreement), the Grantor has secured certain of its obligations (the “**Secured Obligations**”) by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Grantor, including all right, title and interest of the 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 Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the 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 Collateral Agreement) owned by the 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 Material Trademark License (as defined in the Collateral Agreement), including, without limitation, each Material 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 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 Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Grantor under any Material Trademark License (including, without limitation, any Material Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

*provided, however,* that the Trademark Collateral shall not include any Excluded Property.

Except to the extent expressly permitted in the Collateral Agreement or the Term Loan Agreement, the 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 Grantor to the Grantee pursuant to the Collateral Agreement. The 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Reference is made to the Intercreditor Agreement (as defined in the Term Loan Agreement). Notwithstanding anything herein to the contrary, the lien and security interest granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Administrative Agent and the other Secured Parties hereunder are subject to the provisions of the Intercreditor Agreement. In the event of any conflict or inconsistency between the provisions of the Intercreditor Agreement and this Trademark Security Agreement, the provisions of the Intercreditor Agreement shall control.

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the first date written above.

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

By: 

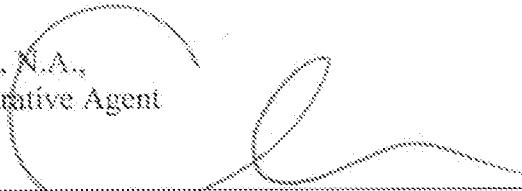
Name: Timothy M. Guerriero  
Title: Secretary

*[Signature Page to Term Trademark Security Agreement]*

Acknowledged:

CITIBANK, N.A.,  
as Administrative Agent

By:



Name: CHRISTINA PAKK  
Title: VICE PRESIDENT

*[Signature Page to Term Trademark Security Agreement]*

**SCHEDULE 1 TO TRADEMARK SECURITY AGREEMENT**

**US TRADEMARKS**

Trademark Name	Owner Name	Application No.	Filing Date	Registration No.	Registration Date
"b" (stylized)	TI Group Automotive Systems, L.L.C.	76/659999	5/12/2006	3328224	11/6/2007
PERMBLOK	TI Group Automotive Systems, L.L.C.	74/668644	5/1/1995	2041248	2/25/1997
BUNDY	TI Group Automotive Systems, L.L.C.	76/660210	5/15/2006	3500510	9/16/2008
BUNDYWELD	TI Group Automotive Systems, L.L.C.	71/309605	1/5/1931	289329	11/24/1931
b (white outline)	TI Group Automotive Systems, L.L.C.	75/556724	9/22/1998	2582638	6/18/2002
BUNDYFLEX	TI Group Automotive Systems, L.L.C.	72/131800	11/13/1961	741152	11/27/1962
TI AUTOMOTIVE	TI Group Automotive Systems, L.L.C.	76/268309	6/7/2001	2698532	3/18/2003

**CANADIAN TRADEMARKS**

Trademark Name	Owner Name	Application No.	Filing Date	Registration No.	Registration Date
"b" (stylized)	TI Group Automotive Systems, L.L.C.	031208400	3/28/1968	TMA160707	1/24/1969
BUNDYWELD	TI Group Automotive Systems, L.L.C.	025430700	12/19/1959	TMA118895	7/22/1960
BUNDY	TI Group Automotive Systems, L.L.C.	016131000	2/6/1933	UCA000437	2/6/1933
b (white outline)	TI Group Automotive Systems, L.L.C.	102667400	8/24/1999	TMA637567	4/18/2005
"TI" (associated with two concentric circles)	TI Group Automotive Systems, L.L.C.	021593300	7/24/1952	UCA043270	7/24/1952
TI Group Automotive Systems (design)	TI Group Automotive Systems, L.L.C.	102657900	8/23/1999	TMA625652	11/17/2004