

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
International Automotive Components Group North America, Inc.		11/10/2010	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as agent
Street Address:	10 Riverview Drive
City:	Danbury
State/Country:	CONNECTICUT
Postal Code:	06810
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2949430	ACT
Registration Number:	3402882	ACTWEB
Registration Number:	2949432	ACT
Registration Number:	2924043	ACTFIBER
Registration Number:	3032736	ACTFOAM
Registration Number:	3828823	SILENT SOLUTIONS
Registration Number:	2567851	TUFLOR
Serial Number:	85117557	DEEPCLEAR
Serial Number:	85032848	ECOBAC
Serial Number:	77598254	ECOBLEND
Serial Number:	77966779	INTERCEPT
Serial Number:	85064373	SAFE-TEC
Serial Number:	77513848	SILENT SOLUTIONS

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**TRADEMARK
 REEL: 004423 FRAME: 0456**

Serial Number:

77720273

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CORRESPONDENCE DATA

Fax Number: (312)558-5700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 3125586352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 West Wacker Drive

Address Line 2: Winston & Strawn LLP

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:

80034-1352

NAME OF SUBMITTER:

Laura Konrath

Signature:

/Laura Konrath/

Date:

12/01/2010

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 10, 2010, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “Administrative Agent”) for the Lenders, the L/C Issuers and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Amended and Restated Senior Secured Revolving Credit Agreement, dated as of November 10, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among International Automotive Components Group North America, Inc. (“Borrower”), Holdings, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than Borrower) has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

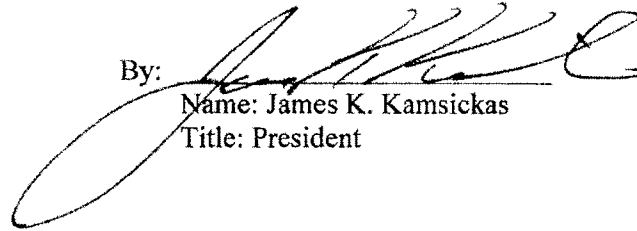
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

**INTERNATIONAL AUTOMOTIVE
COMPONENTS GROUP NORTH AMERICA,
INC.**
as a Grantor

By:

A handwritten signature in black ink, appearing to read 'James K. Kamsickas', written over a horizontal line. The signature is stylized and extends to the left and right of the line.

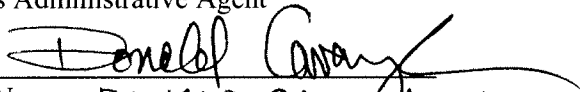
Name: James K. Kamsickas
Title: President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK
REEL: 004423 FRAME: 0460**

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Administrative Agent

By: 
Name: DONALD CAVALLAGH
Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004423 FRAME: 0461

Schedule 1 – Trademark Registration

A. REGISTERED TRADEMARKS

U.S. Trademarks

No.	Mark	Serial No.	Filed	Reg. No.	Reg. Date
1.	ACT	78045628	1/30/01	2949430	5/10/05
2.	ACTWEB	78324056	11/06/03	3402882	03/25/08
3.	ACT (word & design)	78045669	1/30/01	2949432	5/10/05
4.	ACTFIBER	78045876	1/31/01	2924043	2/1/05
5.	ACTFOAM	78045862	1/31/01	3032736	12/20/05
6.	ACTWEB	78324056	11/06/03	3402882	03/25/08
7.	SILENT SOLUTIONS	77463938	05/02/08	3828823	08/03/10
8.	TUFLOR	75661803	3/17/99	2567851	5/7/02

International Trademarks

No.	Mark	Country	App. No.	Reg. No.
1.	AKRO A (word & design)*	Germany	72342384	11/03/69
2.	AKRO A (word & design)*	United Kingdom	76/439337	08/08/02
3.	SONOTEC	Germany	72342384	11/03/69
4.	SONOTEC	United Kingdom	76/439337	08/08/02

A. TRADEMARK APPLICATIONS

U.S. Trademark Applications

No.	Mark	Serial Number	Filed
1.	DeepClear	85117557	08/27/10
2.	ECOBAC	85032848	05/07/10
3.	ECOBLEND	77598254	10/22/08
4.	INTERCEPT	77966779	03/24/10
5.	Safe-TEC	85064373	06/16/10
6.	SILENT SOLUTIONS (stylized and/or with design)	77513848	07/02/08
7.	UREFORM	77720273	04/23/09