

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
MSX International, Inc.		02/24/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	1950 Concept Drive
City:	Warren
State/Country:	MICHIGAN
Postal Code:	48091
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2681980	B2BBUYER
Registration Number:	2849856	B2BBUYER
Registration Number:	3697687	B2BBUYER
Registration Number:	3510395	THE SMART ALTERNATIVE
Serial Number:	85390465	FUELED BY CHALLENGE. POWERING SUCCESS.
Serial Number:	85485617	MSX INTERNATIONAL
Serial Number:	85485626	MSX INTERNATIONAL

CORRESPONDENCE DATA

Fax Number: (734)623-1625
 Phone: (734) 623-1678
 Email: nhudge@dickinsonwright.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Nora Hudge, Paralegal
 Address Line 1: Dickinson Wright, PLLC
 Address Line 2: 301 East Liberty, Suite 500

OP \$190.00 2681980

Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:

7-4464

NAME OF SUBMITTER:

Nora Hudge, Paralegal

Signature:

/Nora Hudge/

Date:

03/05/2012

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (this "Agreement") is entered into as of February 24, 2012 by and among each of the undersigned (the "Grantors"), in favor of JPMorgan Chase Bank, N.A., a national banking association, as Administrative Agent (the "Administrative Agent"), pursuant to the Credit Agreement referred to below.

Recitals

A. MSX International, Inc. (the "Borrower"), the Administrative Agent and the Lenders from time to time party thereto have entered into a Credit Agreement dated as of February 24, 2012 (as amended, supplemented, restated or otherwise modified from time to time, including any agreement entered into in replacement thereof, the "Credit Agreement"), pursuant to which the Lenders have agreed, subject to certain terms and conditions, to extend credit to the Borrower.

B. In connection with the Credit Agreement, the Grantors and the Administrative Agent have entered into a Security Agreement dated as of February 24, 2012 (as amended, supplemented, restated or otherwise modified from time to time, including any agreement entered into in replacement thereof, the "Security Agreement"), pursuant to which the Grantors have granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in each Grantor's assets to secure all present and future Secured Obligations.

C. Pursuant to the terms of the Security Agreement, the Grantors pledged, assigned and granted to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, a security interest in, among other assets, all patents and patent applications and all trademarks and trademark applications of each Grantor.

Agreement

In consideration of the recitals set forth above and the mutual agreements contained herein and in the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement), and as confirmation of the security interest granted by the Grantors to the Administrative Agent under the Security Agreement, the Grantors hereby ratify such security interest and grant to the Administrative Agent, on behalf of and for the benefit of the Secured Parties, to secure the Secured Obligations, a continuing security interest (exercisable only following the occurrence and during the continuance of an Event of Default) in all of each Grantor's right, title and interest in, to and under the following, whether now owned by or owing to, or hereafter acquired by or arising in favor of, any Grantor (including as identified by any trade name or any derivations thereof):

- (1) (a) any and all patents and patent applications, including, without limitation, each U.S. issued patent and patent application referred to in Schedule 1 attached hereto; (b) all inventions and improvements described and claimed therein; (c) all reissues, divisions, continuations, renewals, extensions, and continuations-in-part thereof; (d) all income, royalties, damages, claims and payments now or hereafter

due or payable under and with respect thereto, including, without limitation, damages and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing throughout the world (subsections (a) through (f) being herein collectively referred to as the "Patent Collateral"); and

- (2) (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing, including, without limitation, each U.S. trademark registration and trademark application referred to in Schedule 2 attached hereto; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing throughout the world (subsections (a) through (e) being herein collectively referred to as the "Trademark Collateral").


Notwithstanding the foregoing or any other provision of this Agreement, the Patent Collateral and the Trademark Collateral shall not include any Excluded Assets.

The security interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Security Agreement and the other Loan Documents and nothing in this Agreement and the other Loan Documents shall limit or otherwise modify the security interests granted in the Security Agreement or any of the other Loan Documents. Each Grantor acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Patent Collateral and the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall control. All capitalized terms used but not defined herein shall have the respective meanings ascribed thereto in the Security Agreement.


[Signature pages follow]

IN WITNESS WHEREOF, the Grantors have executed this Agreement as of the date first set forth above.


MSX INTERNATIONAL, INC.


By: Frederick K. Minturn
Title: President and CEO


MSX-IHC, LLC


By: Frederick K. Minturn
Title: President and CEO


MSX INTERNATIONAL EUROPEAN
(HOLDINGS), LLC


By: Frederick K. Minturn
Title: President and CEO


MSX AMERICAS, INC


By: Frederick K. Minturn
Title: President and CEO


MSX INTERNATIONAL PLATFORM
SERVICES, LLC


By: Frederick K. Minturn
Title: President and CEO


PILOT COMPUTER SERVICES,
INCORPORATED


By: Frederick K. Minturn
Title: President and CEO


MSX INTERNATIONAL (HOLDINGS), INC.


By: Frederick K. Minturn
Title: President and CEO

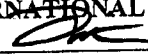
MSX INTERNATIONAL DEALERNET
SERVICES, INC


By: Frederick K. Minturn
Title: President and CEO


MSX INTERNATIONAL STRATEGIC
TECHNOLOGY, INC.


By: Frederick K. Minturn
Title: President and CEO

MSX INTERNATIONAL UK PLC



By: Frederick K. Minturn
Title: President and CEO

MEGATECH ENGINEERING, INC.



By: Frederick K. Minturn
Title: President and CEO

Signature Page to Patent and Trademark Security Agreement


CHELSEA COMPUTER CONSULTANTS, INC.


By: Frederick K. Minturn
Title: President and CEO


INTRANATIONAL COMPUTER
CONSULTANTS


By: Frederick K. Minturn
Title: President and CEO

MANAGEMENT RESOURCES
INTERNATIONAL, INC.


By: Frederick K. Minturn
Title: President and CEO

MILLENNIUM COMPUTER SYSTEMS, INC.

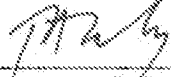

By: Frederick K. Minturn
Title: President and CEO

Signature Page to Patent and Trademark Security Agreement

TRADEMARK
REEL: 004730 FRAME: 0807

Acknowledged and Agreed:

JPMORGAN CHASE BANK, N.A.

By:  _____

Name: Thomas A. Lakocy

Title: Senior Banker

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

PATENTS

<u>Entity</u>	<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
MSX International, Inc.	United States	Multi-position retractable vehicle roof	US19900511862	4/10/1990	US5078447 A	1/7/1992
MSX International, Inc.	United States	Vehicle top	US19930011156	7/28/1993	USD385845 S1	11/4/1997
MSX International, Inc.	United States	Automated fixture builder system ¹	US19980768498	12/18/1996	US5907489 A	5/25/1999
MSX International, Inc.	Japan	Multi-position retractable vehicle roof ²	JP19910002031	1/11/1991	JP2860332 B2	2/24/1999

¹ Expired for non-payment on 5/25/2007

² This registration has been abandoned

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Mark	Country	Filed	App #	Reg #	Reg Date	Classes	Status
B2BBUYER	UNITED STATES	10/04/1999	75814,693	2,681,980	01/28/2003	035	REGISTERED
B2BBUYER	UNITED STATES	03/19/2002	76/391,772	2,849,856	06/01/2004	035	REGISTERED
B2BBUYER	UNITED STATES	08/20/2008	77/551,549	3,697,687	10/20/2009	035	REGISTERED
THE SMART ALTERNATIVE	UNITED STATES	08/31/2007	76/681,603	3,510,395	10/07/2008	035, 041	REGISTERED
MSX INTERNATIONAL	SOUTH KOREA	01/07/2008	330/2008	177760	11/26/2008	035, 036, 041	REGISTERED
MSX INTERNATIONAL & DESIGN	SOUTH KOREA	01/07/2008	331/2008	176298	10/27/2008	035, 036, 041	REGISTERED
MSX INTERNATIONAL	JAPAN	07/31/2008	2008-64329	5251599	07/24/2009	035, 036, 041	REGISTERED
MSX INTERNATIONAL & DESIGN	JAPAN	07/31/2008	2008-64330	5251600	07/24/2009	035, 036, 041	REGISTERED
THE SMART ALTERNATIVE	JAPAN	07/31/2008	2008-64331	5251601	07/24/2009	035, 041	REGISTERED
MSX INTERNATIONAL*	EUROPEAN UNION(CTM)	11/06/1996	403048 ³	403048	01/21/1999	042	REGISTERED
MSX INTERNATIONAL	EUROPEAN UNION (CTM)	11/18/1998	993121	993121	04/14/2000	035, 041, 042	REGISTERED
MSX INTERNATIONAL & DESIGN	EUROPEAN UNION (CTM)	11/18/1998	1001049	1001049	07/03/2000	035, 041, 042	REGISTERED
MSX INTERNATIONAL	CHINA	07/05/1999	na	1547815	03/28/2001	035	REGISTERED
MSX INTERNATIONAL	CHINA	12/21/2009	7931200	7931200	03/28/2011	041	REGISTERED
MSX INTERNATIONAL & Design	CHINA	07/05/1999	na	1547816	03/28/2001	035	REGISTERED
MSX INTERNATIONAL & DESIGN	CHINA	12/21/2009	7931201	7931201	04/28/2011	041	REGISTERED
B2BBUYER	CANADA	07/26/2002	1148101	TMA658341	02/08/2006	n/a	REGISTERED
MSX INTERNATIONAL	CANADA	05/20/1998	0878807	TMA567826	09/23/2002	*	REGISTERED
MSX INTERNATIONAL	CANADA	11/18/1998	0896993	TMA529701	06/22/2000	*	REGISTERED

³ The Company is in the process or recording a transfer of title for this trademark registration in the OHIM from Mascotech Automotive Systems Group, Inc. to the Company.

Mark	Country	Filed	App.#	Reg.#	Reg.Date	Classes	Status
MSX INTERNATIONAL & DESIGN	CANADA	12/08/1997	0863523	TMA515519	08/26/1999	*	REGISTERED
MSX INTERNATIONAL & DESIGN	CANADA	11/18/1998	0896994	TMA529703	06/22/2000	*	REGISTERED
MSX INTERNATIONAL	BRAZIL			820606413	05/28/2002	042	REGISTERED
MSX INTERNATIONAL	BRAZIL	01/24/2008	829567291	829567291	08/10/2010	035	REGISTERED
MSX INTERNATIONAL	BRAZIL	01/24/2008	829567275	829567275	08/10/2010	036	REGISTERED
MSX INTERNATIONAL	BRAZIL	01/24/2008	829567305	829567305	08/10/2010	041	REGISTERED
MSX INTERNATIONAL & DESIGN	BRAZIL			820420840	04/03/2001	042	REGISTERED
MSX INTERNATIONAL & DESIGN	BRAZIL	01/24/2008	829567330	829567330	08/10/2010	035	REGISTERED
MSX INTERNATIONAL & DESIGN	BRAZIL	01/24/2008	829567356	829567356	10/26/2010	036	REGISTERED
MSX INTERNATIONAL & DESIGN	BRAZIL	01/24/2008	829567321	829567321	08/10/2010	041	REGISTERED
MSX	AUSTRALIA	07/22/1997	739665	739665	07/02/1999	035	REGISTERED
MSX INTERNATIONAL	AUSTRALIA	11/18/1998	778746	778746	09/22/2000	035, 040, 041, 042	REGISTERED
MSX INTERNATIONAL & DESIGN	AUSTRALIA	11/18/1998	778748	778748	09/22/2000	035, 040, 041, 042	REGISTERED
MSX INTERNATIONAL	ARGENTINA	06/25/2008	2834016	2296344	06/18/2009	035	REGISTERED
MSX INTERNATIONAL	ARGENTINA	06/25/2008	2834018	2296346	06/18/2009	041	REGISTERED
MSX INTERNATIONAL	ARGENTINA	06/25/2008	2834017	2296345	06/18/2009	036	REGISTERED
MSX INTERNATIONAL & Design	ARGENTINA	06/25/2008	2834019	2296347	06/18/2009	035	REGISTERED
MSX INTERNATIONAL & Design	ARGENTINA	06/25/2008	2834020	2296348	06/18/2009	036	REGISTERED
MSX INTERNATIONAL & Design	ARGENTINA	06/25/2008	2834021	2296349	06/18/2009	041	REGISTERED
THE SMART ALTERNATIVE	ARGENTINA	06/25/2008	2834015	2296343	06/18/2009	035	REGISTERED

TRADEMARK APPLICATIONS

Mark	Country	Filed	App.#	Classes	Status
FUELED BY CHALLENGE. POWERING SUCCESS.	UNITED STATES	08/05/2011	85/390,465	035, 036, 041	PENDING
MSX INTERNATIONAL	UNITED STATES	12/02/2011	85/485,617	035, 036, 041	PENDING
MSX INTERNATIONAL & Design	UNITED STATES	12/02/2011	85/485,626	035, 036, 041	PENDING

Mark	Country	Filed	App.#	Classes	Status
FUELED BY CHALLENGE. POWERED BY SUCCESS.	SOUTH KOREA	08/09/2011	23580/2011	035, 036, 041	PENDING
FUELED BY CHALLENGE. POWERING SUCCESS.	SOUTH KOREA	01/03/2012	220/2012	035, 036, 041	PENDING
MSX INTERNATIONAL	SOUTH AFRICA	12/13/2011	2011/32050	035	PENDING
MSX INTERNATIONAL	SOUTH AFRICA	12/13/2011	2011/32051	036	PENDING
MSX INTERNATIONAL	SOUTH AFRICA	12/13/2011	2011/32052	041	PENDING
MSX INTERNATIONAL & Design	SOUTH AFRICA	12/13/2011	2011/32053	035	PENDING
MSX INTERNATIONAL & Design	SOUTH AFRICA	12/13/2011	2011/32054	036	PENDING
MSX INTERNATIONAL & Design	SOUTH AFRICA	12/13/2011	2011/32055	041	PENDING
FUELED BY CHALLENGE. POWERING SUCCESS.	MEXICO	08/18/2011	1204164	035	PENDING
FUELED BY CHALLENGE. POWERING SUCCESS.	MEXICO	08/18/2011	1204166	036	PENDING
FUELED BY CHALLENGE. POWERING SUCCESS.	MEXICO	08/18/2011	1204167	041	PENDING
MSX INTERNATIONAL	MEXICO	12/09/2011	1234504	035	PENDING
MSX INTERNATIONAL	MEXICO	12/09/2011	1234506	036	PENDING
MSX INTERNATIONAL	MEXICO	12/09/2011	1234509	041	PENDING
MSX INTERNATIONAL & Design	MEXICO	12/09/2011	1234510	035	PENDING
MSX INTERNATIONAL & Design	MEXICO	12/09/2011	1234511	036	PENDING
MSX INTERNATIONAL & Design	MEXICO	12/09/2011	1234512	041	PENDING
MSX INTERNATIONAL	INDIA	12/09/2011		035	PENDING
MSX INTERNATIONAL	INDIA	12/09/2011		036	PENDING
MSX INTERNATIONAL	INDIA	12/09/2011		041	PENDING
MSX INTERNATIONAL & Design	INDIA	12/09/2011		035	PENDING
MSX INTERNATIONAL & Design	INDIA	12/09/2011		036	PENDING
MSX INTERNATIONAL & Design	INDIA	12/09/2011		041	PENDING
FUELED BY CHALLENGE. POWERED BY SUCCESS.	EUROPEAN UNION (CTM)	08/17/2011	010201812	035, 036, 041	PENDING
FUELED BY CHALLENGE. POWERING SUCCESS.	EUROPEAN UNION (CTM)	01/02/2012	010536811	035, 036, 041	PENDING
FUELED BY CHALLENGE. POWERING SUCCESS.	CANADA	08/05/2011	1538598		PENDING
FUELED BY CHALLENGE. POWERED BY SUCCESS.	BRAZIL	08/08/2011	831183608	035	PENDING
FUELED BY CHALLENGE.	BRAZIL	08/08/2011	831183616	036	PENDING

Mark	Country	Filed	App.#	Classes	Status
POWERED BY SUCCESS.					
FUELED BY CHALLENGE. POWERED BY SUCCESS.	BRAZIL	08/08/2011	831183624	041	PENDING
THE SMART ALTERNATIVE	BRAZIL	02/14/2008	829600302	035	PENDING
FUELED BY CHALLENGE. POWERING SUCCESS.	AUSTRALIA	08/08/2011	1441399	035, 036, 041	PENDING
B2BBUYER	POLAND	5/21/2002	250637	035	PENDING