

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
Lear Corporation		01/30/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as agent
Street Address:	10 South Dearborn
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4154272	AVENTINO
Registration Number:	3319802	CAR2U
Registration Number:	2845754	INTELLITIRE
Registration Number:	2030085	LEAR
Registration Number:	2156540	L LEAR
Registration Number:	2647854	L LEAR
Registration Number:	2492107	L LEAR
Registration Number:	2557962	LEAR
Registration Number:	2563033	LEAR
Registration Number:	2557963	LEAR
Registration Number:	2402143	PEOPLE-VEHICLE-INTERFACE
Registration Number:	4012727	PROTEC

CORRESPONDENCE DATA

900248640

**TRADEMARK
 REEL: 004975 FRAME: 0140**

CH \$315.00 4154272

Fax Number: 3125585700

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

Phone: 312 558-6352

Email: lkonrath@winston.com

Correspondent Name: Laura Konrath

Address Line 1: 35 W Wacker Drive

Address Line 2: Winston & Strawn LLP, Suite 2800

Address Line 4: Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	002378-156
NAME OF SUBMITTER:	Laura Konrath
Signature:	/Laura Konrath/
Date:	03/05/2013

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of January 30, 2013 is made by Lear Corporation, a Delaware corporation, located at 21557 Telegraph Road, Southfield, MI 48033 (the “Borrower”), in favor of JPMorgan Chase Bank, N.A., a national banking association, located at 10 S. Dearborn, 7th Floor, Chicago, IL 60603, as Collateral Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Amended and Restated Credit Agreement, dated as of January 30, 2013 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”); among Borrower, the Foreign Subsidiary Borrowers, the Lenders, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower and Foreign Subsidiary Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower and certain other subsidiaries of Borrower have executed and delivered an Amended and Restated Guarantee and Collateral Agreement, dated as of January 30, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

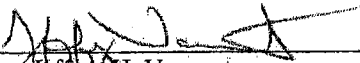
SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LEAR CORPORATION

By: 
Name: Jeffrey H. Vanneste
Title: Senior Vice President and Chief Financial Officer
Date: January 28, 2013

JPMORGAN CHASE BANK, N.A.
as Collateral Agent for the Lenders

By: _____
Name:
Title:
Date:

[Trademark Short Form Agreement Signature Page]


TRADEMARK
REEL: 004975 FRAME: 0144

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

LEAR CORPORATION

By: _____
Name:
Title:
Date:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent for the Lenders

By:  _____
Name: Richard W. Duker
Title: Managing Director
Date: January 30, 2013

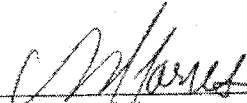
[Trademark Short Form Agreement Signature Page]

ACKNOWLEDGMENT OF COLLATERAL AGENT

STATE OF New York
COUNTY OF New York ss

On the 30th day of January, 2013, before me personally came Richard W. Duker, who is personally known to me to be the Managing Director of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Managing Director in such national banking association the national banking association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such national banking association; and that she/he acknowledged said instrument to be the free act and deed of said national banking association.

MARGARITA TORRES
Notary Public, State of New York
Qualified in Bronx County
No. 01TOR041062
My Commission Expires May 1, 20 14



Notary Public

(PLACE STAMP AND SEAL ABOVE)

[Trademark Short Form Acknowledgment]

TRADEMARK
REEL: 004975 FRAME: 0147

SCHEDULE A
Trademarks/Trademark Applications

Title	Registration No.	Application No.
AVENTINO trademark	4154272	77/172306
Car2U trademark	3319802	78/577550
INTELLITIRE trademark	2845754	76/400254
L LEAR (and design) trademark	2030085	75/042719
L LEAR (and design) trademark	2156540	75/251719
L LEAR (and design) trademark	2647854	75/907,756
L LEAR (and design) trademark	2492107	75/907757
LEAR trademark	2557962	76/037383
LEAR trademark	2563033	75/037385
LEAR trademark	2557963	76/037384
PEOPLE-VEHICLE-INTERFACE trademark	2402143	75/873637
PROTEC trademark	4012727	77/068640