

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MSX International, Inc.		08/21/2014	CORPORATION: DELAWARE
MSX-IHC, LLC		08/21/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Administrative Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
<i>LIMITED LIABILITY COMPANY</i>			
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Serial Number:	75814693	B2BBUYER	
Serial Number:	76391772	B2BBUYER	
Serial Number:	77551549	B2BBUYER	
Serial Number:	85828979	B2BBUYER	
Serial Number:	85390465	FUELED BY CHALLENGE. POWERING SUCCESS.	
Serial Number:	85485617	MSX INTERNATIONAL	
Serial Number:	85485626	MSX INTERNATIONAL	
Serial Number:	85905120	STARS METHODOLOGY FOR CONTINUOUS IMPROVE	
Serial Number:	76681603	THE SMART ALTERNATIVE	
Serial Number:	86260198	GEOMETRIC RESULTS	
Serial Number:	86269480	GEOMETRIC RESULTS	

CORRESPONDENCE DATA

Fax Number: 2123037064
Phone: 212.318.6824
Email: christinedionne@paulhastings.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Christine Dionne c/o Paul Hastings LLP
Address Line 1: 75 East 55th Street
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	78436.00149
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DOMESTIC REPRESENTATIVE

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:	Christine Dionne
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Signature:	/Christine Dionne/
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Date:	08/21/2014
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Total Attachments: 17

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RECEIPT INFORMATION

ETAS ID: TM314771
Receipt Date: 08/21/2014
Fee Amount: \$290

EXECUTION VERSION

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated as of August 21, 2014, is made by the Person listed on the signature page hereof (the “Grantor”) in favor of ROYAL BANK OF CANADA, as administrative agent and collateral agent (the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, MSX INTERNATIONAL, INC., a Delaware corporation, and MSX-IHC, LLC, a Delaware limited liability company, have entered into that certain Credit Agreement dated as of August 21, 2014 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with ROYAL BANK OF CANADA, as Administrative Agent, and each Lender and L/C Issuer from time to time party thereto. Capitalized terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Loans by the Lenders and the issuance of Letters of Credit by the L/C Issuers under the Credit Agreement, the entry into Secured Hedge Agreements by the Hedge Banks and the entry into Cash Management Agreements by the Cash Management Banks from time to time, the Grantor has executed and delivered that certain Security Agreement dated as of August 21, 2014 made by the Loan Parties to the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a security interest in all of [such] [the] Grantor’s right, title and interest in and to the following (the “Collateral”):

- (i) the patents and patent applications set forth in Schedule A hereto (the “Patents”);
- (ii) the trademark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in 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 or the marks that are the subject thereof under applicable federal law), together with the goodwill symbolized thereby (the “Trademarks”);
- (iii) the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the “Copyrights”);
- (iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto; and

(v) any and all income, fees, royalties, damages, claims and payments now or hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past, present or future infringements, dilutions, misappropriations, violations, misuses or breaches thereof, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, in each case except to the extent the same constitute Excluded Assets.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, costs, expenses or otherwise, including, without limitation, obligations under the Grantor's Guaranty.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer, as applicable, to record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this IP Security Agreement by facsimile or an electronic transmission of a .pdf copy thereof shall be effective as delivery of an original executed counterpart of this IP Security Agreement.


SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Administrative Agent with respect to the Collateral 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.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[signature page follows]

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

MSX INTERNATIONAL, INC., as Grantor

By 

Name: Frederick K. Minturn

Title: Chief Executive Officer and President

Address for Notices:

MSX International, Inc.
One Detroit Center
500 Woodward Avenue, Suite 1950
Detroit, MI 48226
Attention: Frederick K. Minturn
Email: FMinturn@msxi.com
Telephone: (248) 829-6300
Facsimile: (248) 593-5955

ROYAL BANK OF CANADA, as Administrative Agent

By _____

Name:

Title:

Address for Notices:

RBC Agency Services Group
20 King Street West
4th Floor, South Tower
Toronto, Ontario
M5H 1C4
Attention: Manager, Agency Services
Facsimile: (416) 842-4023

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

MSX INTERNATIONAL, INC., as Grantor

By _____

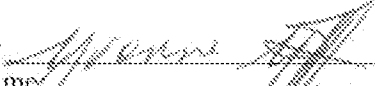
Name:

Title:

Address for Notices:

MSX International, Inc.
One Detroit Center
500 Woodward Avenue, Suite 1950
Detroit, MI 48226
Attention: Frederick K. Minturn
Email: FMinturn@msxi.com
Telephone: (248) 829-6300
Facsimile: (248) 593-5955

ROYAL BANK OF CANADA, as Administrative Agent

By  _____

Name:

Title:

Yvonne G. Gier
Manager, Agency

Address for Notices:

RBC Agency Services Group
20 King Street West
4th Floor, South Tower
Toronto, Ontario
M5H 1C4
Attention: Manager, Agency Services
Facsimile: (416) 842-4023

Schedule A

PATENTS

<u>Entity</u>	<u>Title</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Jurisdiction</u>
MSX International, Inc.	Spring-Biased Latching Pin for a Convertible Top	08/324,286	10-14-1994	5,582,454	12-10-1996	United States
MSX International, Inc.	Extendable Rear Gate for Vehicle Cargo Bed	08/587,319	01-16-1996	5,669,654	09-23-1997	United States

Schedule B
trademarks

Trademark Registrations:

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
B2BBUYER	MSX International, Inc.	1148101	07/26/2002	TMA658341	02/08/2006	Canada
B2BBUYER	MSX International, Inc.	75/814,693	10/04/1999	2,681,980	01/28/2003	United States
B2BBUYER	MSX International, Inc.	76/391,772	03/19/2002	2,849,856	06/01/2004	United States
B2BBUYER	MSX International, Inc.	77/551,549	08/20/2008	3,697,687	10/20/2009	United States
B2BBUYER	MSX International, Inc.	85/828,979	01/22/2013	4,513,391	04/15/2014	United States
FUELED BY CHALLENGE POWERING SUCCESS	MSX International, Inc.	1204164	08/18/2011	1317885	10/04/2012	Mexico
FUELED BY CHALLENGE POWERING SUCCESS	MSX International, Inc.	1204166	08/18/2011	1261674	01/20/2012	Mexico

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
FUELED BY CHALLENGE POWERING SUCCESS	MSX International, Inc.	1204167	08/18/2011	1259352	01/06/2012	Mexico
FUELED BY CHALLENGE. POWERED BY SUCCESS.	MSX International, Inc.	010201812	08/17/2011	010201812	03/09/2012	European Union (CTM)
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	1472732	02/03/2012	1472732	05/31/2012	Australia
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	010536811	01/02/2012	010536811	05/30/2012	European Union (CTM)
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	220/2012	01/03/2012	256912	04/18/2013	South Korea
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	85/390,465	08/05/2011	4,227,208	10/16/2012	United States
MSX	MSX International, Inc.	739665	07/22/1997	739665	07/02/1999	Australia
MSX INTERNATIONAL	MSX International, Inc.	2834016	06/25/2008	2296344	06/18/2009	Argentina
MSX INTERNATIONAL	MSX International, Inc.	2834018	06/25/2008	2296346	06/18/2009	Argentina

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
MSX INTERNATIONAL	MSX International, Inc.	2834017	06/25/2008	2296345	06/18/2009	Argentina
MSX INTERNATIONAL	MSX International, Inc.	778746	11/18/1998	778746	09/22/2000	Australia
MSX INTERNATIONAL	MSX International, Inc.	-	03/12/1998	820606413	05/28/2002	Brazil
MSX INTERNATIONAL	MSX International, Inc.	829567291	01/24/2008	829567291	08/10/2010	Brazil
MSX INTERNATIONAL	MSX International, Inc.	829567275	01/24/2008	829567275	08/10/2010	Brazil
MSX INTERNATIONAL	MSX International, Inc.	829567305	01/24/2008	829567305	08/10/2010	Brazil
MSX INTERNATIONAL	MSX International, Inc.	0878807	05/20/1998	TMA567826	09/23/2002	Canada
MSX INTERNATIONAL	MSX International, Inc.	0896993	11/18/1998	TMA529701	06/22/2000	Canada
MSX INTERNATIONAL	MSX International, Inc.	na	07/05/1999	1547815	03/28/2001	China
MSX INTERNATIONAL	MSX International, Inc.	7931200	12/21/2009	7931200	03/28/2011	China
MSX INTERNATIONAL	MascoTech Automotive Systems Group, Inc.	403048	11/06/1996	403048	01/21/1999	European Union (CTM)

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
MSX INTERNATIONAL	MSX International, Inc.	993121	11/18/1998	993121	04/14/2000	European Union (CTM)
MSX INTERNATIONAL	MSX International, Inc.	2247053	12/09/2011	2247053	10/17/2013	India
MSX INTERNATIONAL	MSX International, Inc.	2247054	12/09/2011	2247054	10/18/2013	India
MSX INTERNATIONAL	MSX International, Inc.	2247055	12/09/2011	2247055	10/18/2013	India
MSX INTERNATIONAL	MSX International, Inc.	2008-64329	07/31/2008	5251599	07/24/2009	Japan
MSX INTERNATIONAL	MSX International, Inc.	2008-64329	07/31/2008	5251600	07/24/2009	Japan
MSX INTERNATIONAL	MSX International, Inc.	1234504	12/09/2011	1307329	08/28/2012	Mexico
MSX INTERNATIONAL	MSX International, Inc.	1234506	12/09/2011	1284879	05/14/2012	Mexico
MSX INTERNATIONAL	MSX International, Inc.	1234509	12/09/2011	1284385	05/09/2012	Mexico
MSX INTERNATIONAL	MSX International, Inc.	360357	1/15/1999	607741	4/29/1999	Mexico
MSX INTERNATIONAL	MSX International, Inc.	360355	1/15/1999	602168	4/25/1999	Mexico

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
MSX INTERNATIONAL	MSX International, Inc.	323647	2/25/1998	621221	8/31/1999	Mexico
MSX INTERNATIONAL	MSX International, Inc.	323012	2/19/1998	573060	3/26/1998	Mexico
MSX INTERNATIONAL	MSX International, Inc.	201132050	12/13/2011	201132050	03/25/2014	South Africa
MSX INTERNATIONAL	MSX International, Inc.	201132051	12/13/2011	201132051	03/25/2014	South Africa
MSX INTERNATIONAL	MSX International, Inc.	201132052	12/13/2011	201132052	03/25/2014	South Africa
MSX INTERNATIONAL	MSX International, Inc.	330/2008	01/07/2008	177760	11/26/2008	South Korea
MSX INTERNATIONAL	MSX International, Inc.	85/485,617	12/02/2011	4,179,244	07/24/2012	United States
MSX INTERNATIONAL & Design	MSX International, Inc.	2834019	06/25/2008	2296347	06/18/2009	Argentina
MSX INTERNATIONAL & Design	MSX International, Inc.	2834020	06/25/2008	2296348	06/18/2009	Argentina
MSX INTERNATIONAL & Design	MSX International, Inc.	2834021	06/25/2008	2296349	06/18/2009	Argentina

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	778748	11/18/1998	778748	09/22/2000	Australia
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	820420840	09/08/1998	820420840	04/03/2001	Brazil
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	829567330	01/24/2008	829567330	08/10/2010	Brazil
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	829567356	01/24/2008	829567356	10/26/2010	Brazil
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	829567321	01/24/2008	829567321	08/10/2010	Brazil
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	0863523	12/08/1997	TMA515519	08/26/1999	Canada
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	0896994	11/18/1998	TMA529703	06/22/2000	Canada
MSX INTERNATIONAL & Design	MSX International, Inc.	na	07/05/1999	1547816	03/28/2001	China

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	7931201	12/21/2009	7931201	04/28/2011	China
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	1001049	11/18/1998	1001049	07/03/2000	European Union (CTM)
MSX INTERNATIONAL & Design	MSX International, Inc.	2247056	12/09/2011	2247056	10/18/2013	India
MSX INTERNATIONAL & Design	MSX International, Inc.	2247057	12/09/2011	2247057	10/14/2013	India
MSX INTERNATIONAL & Design	MSX International, Inc.	2247058	12/09/2011	2247058	10/15/2013	India
MSX INTERNATIONAL & Design	MSX International, Inc.	1234510	12/09/2011	1307330	08/28/2012	Mexico
MSX INTERNATIONAL & Design	MSX International, Inc.	1234511	12/09/2011	1284880	05/14/2012	Mexico
MSX INTERNATIONAL & Design	MSX International, Inc.	1234512	12/09/2011	1288397	05/31/2012	Mexico

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
MSX INTERNATIONAL & Design	MSX International, Inc.	201132053	12/13/2011	201132053	03/25/2014	South Africa
MSX INTERNATIONAL & Design	MSX International, Inc.	201132054	12/13/2011	201132054	03/25/2014	South Africa
MSX INTERNATIONAL & Design	MSX International, Inc.	201132055	12/13/2011	201132055	03/25/2014	South Africa
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	331/2008	01/07/2008	176298	10/27/2008	South Korea
MSX INTERNATIONAL & Design	MSX International, Inc.	85/485,626	12/02/2011	4,179,247	07/24/2012	United States
STARS METHODOLOGY FOR CONTINUOUS IMPROVEMENT	MSX International, Inc.	012120581	09/06/2013	012120581	02/03/2014	European Union (CTM)
STARS METHODOLOGY FOR CONTINUOUS IMPROVEMENT	MSX International, Inc.	85/905,120	04/16/2013	4,403,489	09/17/2013	United States
THE SMART ALTERNATIVE	MSX International, Inc.	2834015	06/25/2008	2296343	06/18/2009	Argentina

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
THE SMART ALTERNATIVE	MSX International, Inc.	2008-64331	07/31/2008	5251601	07/24/2009	Japan
THE SMART ALTERNATIVE	MSX International, Inc.	76/681,603	08/31/2007	3,510,395	10/07/2008	United States
MSX INTERNATIONAL CREATING THE FUTURE	MSX International, Inc.	308426	9/24/1997	621085	8/31/1999	Mexico
ENGINEERING THE FUTURE	MSX International, Inc.	394897	10/13/1999	645664	3/22/2000	Mexico

Trademark Applications:

Mark	Owner Name	Application #	Filing Date	Jurisdiction
FUELED BY CHALLENGE. POWERED BY SUCCESS.	MSX International, Inc.	831183608	08/08/2011	Brazil
FUELED BY CHALLENGE. POWERED BY SUCCESS.	MSX International, Inc.	831183616	08/08/2011	Brazil
FUELED BY CHALLENGE. POWERED BY SUCCESS.	MSX International, Inc.	831183624	08/08/2011	Brazil
FUELED BY CHALLENGE. POWERED BY SUCCESS.	MSX International, Inc.	1538598	08/05/2011	Canada

FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	840006365	01/24/2012	Brazil
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	840006373	01/24/2012	Brazil
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	840006390	01/24/2012	Brazil
GEOMETRIC RESULTS	MSX International, Inc.	86/260,198	04/23/2014	United States
GEOMETRIC RESULTS & Design	MSX International, Inc.	1623360	05/16/2014	Australia
GEOMETRIC RESULTS & Design	MSX International, Inc.	907783732	06/03/2014	Brazil
GEOMETRIC RESULTS & Design	MSX International, Inc.	1676441	05/09/2013	Canada
GEOMETRIC RESULTS & Design	MSX International, Inc.	na	07/04/2014	China
GEOMETRIC RESULTS & Design	MSX International, Inc.	012884672	05/19/2014	European Union (CTM)
GEOMETRIC RESULTS & Design	MSX International, Inc.	201439495	05/19/2014	Japan
GEOMETRIC RESULTS & Design	MSX International, Inc.	86/269,480	05/02/2014	United States
B2BUYER	MSX International, Inc.	250637	5/21/2002	Poland
THE SMART ALTERNATIVE	MSX International, Inc.	829600302	2/14/2008	Brazil

Schedule C
copyrights

<u>Claimant</u>	<u>Full Title</u>	<u>Copyright No.</u>	<u>Year</u>
MSX International, Inc.	Continuous improvement seminars and services.	TX0005307091	1999
MSX International, Inc.	ISO 14000 for the automotive industry: integrating the ISO-14001 environmental management system with the ISO/QS-9000 quality system requirements.	TX0005783675	1999
MSX International, Inc.	Design of experiments.	TX0005741148	2001
MSX International, Inc.	Design of experiments 2 / prepared by MRI.	TX0005643240	2001
MSX International, Inc.	Internal quality system auditing ISO/QS/TE 9000.	TX0005720751	2001
MSX International, Inc.	ISO 9000 for the health care industry.	TX0005437592	2001
MSX International, Inc.	Measurement system assessment I / prepared by MRI, Management Resources International, Inc.	TX0005431878	2001
MSX International, Inc.	Measurement system	TX0005783676	2001

	assessment II.			
MSX International, Inc.	Statistical process control I.	TX0005437594	2001	
MSX International, Inc.	Statistical process control II.	TX0005475215	2001	
MSX International, Inc.	Understanding ISO 14001: building and implementing an effective environmental management system.	TX0005437593	2001	