

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM387280

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY AGREEMENT		

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MSX International, Inc.		03/15/2016	Corporation: DELAWARE

## RECEIVING PARTY DATA

Name:	Cerberus Business Finance, LLC, as administrative agent
Street Address:	875 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2681980	B2BBUYER
Registration Number:	2849856	B2BBUYER
Registration Number:	3697687	B2BBUYER
Registration Number:	4513391	B2BBUYER
Registration Number:	4227208	FUELED BY CHALLENGE. POWERING SUCCESS.
Registration Number:	4179244	MSX INTERNATIONAL
Registration Number:	4179247	MSX INTERNATIONAL
Registration Number:	4403489	STARS METHODOLOGY FOR CONTINUOUS IMPROVE
Registration Number:	4721515	GEOMETRIC RESULTS
Registration Number:	4783071	GEOMETRIC RESULTS

## CORRESPONDENCE DATA

Fax Number: 2125935955

*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.*

Phone: 212-756-2132

Email: scott.kareff@srz.com

Correspondent Name: S. Kareff c/o Schulte Roth & Zabel LLP

Address Line 1: 919 Third Avenue

Address Line 2: 25th Floor

Address Line 4: New York, NEW YORK 10022

CH \$265.00 2681980

<b>NAME OF SUBMITTER:</b>	Scott Kareff (014951-1308)
<b>SIGNATURE:</b>	/kc for sk/
<b>DATE SIGNED:</b>	06/09/2016
<b>Total Attachments: 16</b>	
source=MSX International, Inc. IP Security Agreement (Trademarks)#page1.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page2.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page3.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page4.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page5.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page6.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page7.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page8.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page9.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page10.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page11.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page12.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page13.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page14.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page15.tif source=MSX International, Inc. IP Security Agreement (Trademarks)#page16.tif	

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

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 March 15, 2016, is made by the Persons listed on the signature pages hereof (the "Grantor") in favor of CERBERUS BUSINESS FINANCE, LLC, as administrative agent and collateral agent (the "Administrative Agent") for the Secured Parties (as defined in the Note Purchase Agreement referred to below).

WHEREAS, MSX INTERNATIONAL, INC., a Delaware corporation (the "Issuer"), and MSX-IHC, LLC, a Delaware limited liability company, have entered into that certain Note Purchase Agreement dated as of March 15, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), with CERBERUS BUSINESS FINANCE, LLC, as Administrative Agent, and each Purchaser from time to time party thereto. Capitalized terms defined in the Note Purchase Agreement and not otherwise defined herein are used herein as defined in the Note Purchase Agreement.

WHEREAS, as a condition precedent to the issuance of Notes by the Issuer under the Note Purchase Agreement, the Grantor has executed and delivered that certain Security Agreement dated as of March 15, 2016 made by the Note 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 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 Note 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.

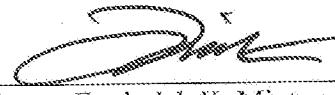
SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[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.

GRANTOR:

MSX INTERNATIONAL, INC.

By: 

Name: Frederick K. Minturn  
Title: Chief Executive Officer and President

Address for Notices:

Ally Detroit Center  
500 Woodward, Ste. 2150  
Detroit, MI 48226

CERBERUS BUSINESS FINANCE, LLC,  
as Administrative Agent

By:

Name: Kevin P. Genda  
Title: Vice Chairman

Address for Notices:

875 Third Ave  
10<sup>th</sup> Fl  
New York, NY 10022

IP Security Agreement

TRADEMARK  
REEL: 005810 FRAME: 0338

Schedule A

PATENTS

Patents and Patent Applications

<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:

### Trademarks and Trademark Applications

Mark	Owner Name	Application #	File Date	Registration #	Reg Date	Jurisdiction
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
MSX INTERNATIONAL	MSX International, Inc.	2834017	06/25/2008	2296345	06/18/2009	Argentina
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
THE SMART ALTERNATIVE	MSX International, Inc.	2834021	06/25/2008	2296349	06/18/2009	Argentina
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	2834015	06/25/2008	2296343	06/18/2009	Argentina
MSX INTERNATIONAL	MSX International, Inc.	1472732	02/03/2012	1472732	05/31/2012	Australia
MSX INTERNATIONAL	MSX International, Inc.	739665	07/22/1997	739665	07/02/1999	Australia
MSX INTERNATIONAL	MSX International, Inc.	778746	11/18/1998	778746	09/22/2000	Australia

MSX INTERNATIONAL & DESIGN	MSX International, Inc.	778748	11/18/1998	778748	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 & 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
B2BBUYER	MSX International, Inc.	1148101	07/26/2002	TMA658341	02/08/2006	Canada
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 & 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	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 & Design	MSX International, Inc.	na	07/05/1999	1547816	03/28/2001	China
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	7931201	12/21/2009	7931201	04/28/2011	China
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.	010536811	01/02/2012	010536811	05/30/2012	European Union (CTM)
MSX INTERNATIONAL	MascoTech Automotive Systems Group, Inc.	403048	11/06/1996	403048	01/21/1999	European Union (CTM)
MSX INTERNATIONAL	MSX International, Inc.	993121	11/18/1998	993121	04/14/2000	European Union (CTM)
MSX INTERNATIONAL & DESIGN	MSX International, Inc.	1001049	11/18/1998	1001049	07/03/2000	European Union (CTM)
STARS METHODOLOGY FOR CONTINUOUS IMPROVEMENT	MSX International, Inc.	012120581	09/06/2013	012120581	02/03/2014	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 & 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	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
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
FUELED BY CHALLENGE POWERING SUCCESS	MSX International, Inc.	1204167	08/18/2011	1259352	01/06/2012	Mexico
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
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 & 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
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
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 & 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
FUELED BY CHALLENGE. POWERING SUCCESS.	MSX International, Inc.	220/2012	01/03/2012	256912	04/18/2013	South Korea
MSX INTERNATIONAL	MSX International, Inc.	330/2008	01/07/2008	177760	11/26/2008	South Korea

MSX INTERNATIONAL & DESIGN	MSX International, Inc.	331/2008	01/07/2008	176298	10/27/2008	South Korea
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.	85/390,465	08/05/2011	4,227,208	10/16/2012	United States
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.	85/485,626	12/02/2011	4,179,247	07/24/2012	United States
STARS METHODOLOGY FOR CONTINUOUS IMPROVEMENT	MSX International, Inc.	85/905,120	04/16/2013	4,403,489	09/17/2013	United States
GEOMETRIC RESULTS	MSX International, Inc.	86/260,198	04/23/2014	4,721,515	04/14/2015	United States
GEOMETRIC RESULTS & Design	MSX International, Inc.	16233360	05/16/2014	16233360	05/16/2014	Australia
GEOMETRIC RESULTS & Design	MSX International, Inc.	012884672	05/19/2014	012884672	10/14/2014	European Union (CTM)
GEOMETRIC RESULTS & Design	MSX International, Inc.	201439495	05/19/2014	5729491	12/26/2014	Japan
GEOMETRIC RESULTS & Design	MSX International, Inc.	86/269,480	05/02/2014	4,783,071	07/28/2015	United States

**Trademark Applications:**

<b>Mark</b>	<b>Owner Name</b>	<b>Application #</b>	<b>File Date</b>	<b>Jurisdiction</b>
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.	14652496	07/04/2014	China

Schedule C

COPYRIGHTS

Copyrights and Copyright Applications

<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 assessment II.	TX0005783676	2001
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

RECORDED: 06/09/2016

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