

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM415523

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MSX International, Inc.		02/06/2017	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Royal Bank of Canada
Street Address:	20 King Street West
Internal Address:	4th Floor
City:	Toronto
State/Country:	CANADA
Postal Code:	M5H 1C4
Entity Type:	Bank: CANADA

PROPERTY NUMBERS Total: 10

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

CORRESPONDENCE DATA

Fax Number: 2024083141

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: 2024083141

Email: jean.paterson@cscglobal.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue, NW

Address Line 4: Washington, D.C. 20005

TRADEMARK

ATTORNEY DOCKET NUMBER:	50454105
NAME OF SUBMITTER:	Jean Paterson
SIGNATURE:	/jep/
DATE SIGNED:	02/09/2017
Total Attachments: 5 source=2-9-17 MSX International-TM#page1.tif source=2-9-17 MSX International-TM#page2.tif source=2-9-17 MSX International-TM#page3.tif source=2-9-17 MSX International-TM#page4.tif source=2-9-17 MSX International-TM#page5.tif	

SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of February 6, 2017 (this "Agreement"), is made by MSX INTERNATIONAL, INC., a Delaware corporation (the "Grantor"), in favor of the Collateral Agent for the benefit of the Finance Parties from time to time party to the Senior Facilities Agreement, dated as of December 16, 2016 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, refinanced or replaced from time to time, the "Senior Facilities Agreement"), between, among others, Holdings, the Company, Royal Bank of Canada, as Agent, and Royal Bank of Canada as Security Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Senior Facilities Agreement, the Lenders have severally agreed to make their respective loans to the Company upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Senior Facilities Agreement, each Grantor and any Subsidiaries of the Company that become a party thereto, have executed and delivered a Security Agreement, dated as of December 16, 2016, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Finance Parties a continuing security interest in all Intellectual Property, including the Trademarks, that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective Extensions of Credit to the Company, Grantor hereby agrees with the Collateral Agent, for the benefit of the Finance Parties, as follows:

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 Senior Facilities Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Finance Parties as collateral security for payment and performance when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.5 thereof, the Collateral Agent shall, at the expense of

such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the security interest in the Trademarks of such Grantor under this Grant of Security Interest in Trademarks.

5. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Finance Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security 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 Security Agreement, the terms of the Security Agreement shall govern.

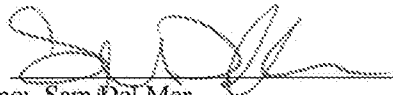
6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER 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, 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.

MSX INTERNATIONAL, INC.,
as a Grantor

By: 
Name: Sam Del Mar
Title: Treasurer

[Signature Page to Grant of Security Interest in Trademark]

TRADEMARK
REEL: 005985 FRAME: 0042

ROYAL BANK OF CANADA,
as the Collateral Agent

Acting by its duly authorised attorneys:

By:


Name: YVONNE DRAPEAU
Title: Manager, AG

and



By:

Name:
Title:

SCHEDULE A

U.S. Trademark Registrations and Applications

For Trademarks:

OWNER	APPLICATION NUMBER	REGISTRATION NUMBER	TRADEMARK
MSX International	75/814,693	2,681,980	B2BBUYER
MSX International, Inc.	76/391,772	2,849,856	B2BBUYER
MSX International	77/551,549	3,697,687	B2BBUYER
MSX International, Inc.	85/390,465	4,227,208	FUELED BY CHALLENGE. POWERING SUCCESS.
MSX International, Inc.	85/485,617	4,179,244	MSX INTERNATIONAL
MSX International, Inc.	85/485,626	4,179,247	MSX INTERNATIONAL & Design 
MSX International, Inc.	85/828,979	4,513,391	B2BBUYER
MSX International, Inc.	85/905,120	4,403,489	STARS Methodology for Continuous Improvement
MSX International, Inc.	86/269,480	4,783,071	GEOMETRIC RESULTS & Design 
MSX International, Inc.	86/260,198	4,721,515	GEOMETRIC RESULTS