

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Release of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A.		08/15/2007	National Banking Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Visteon Corporation		
Street Address:	One Village Center Drive		
City:	Van Buren Township		
State/Country:	MICHIGAN		
Postal Code:	48111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	0685941	CAR LITE	
CORRESPONDENCE DATA			
Fax Number:	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Jennifer Ward		
Address Line 1:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 2:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	139900/543		
NAME OF SUBMITTER:	Jennifer Ward		
Signature:	/Jennifer Ward/		

CH \$40.00 0685941

Date:

08/15/2007

Total Attachments: 5

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PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT

This PARTIAL RELEASE OF TRADEMARK SECURITY AGREEMENT (as it may be amended or modified from time to time, the "Partial Release") is entered into as of August 15, 2007 by and between VISTEON CORPORATION, a Delaware corporation located at One Village Center Drive, Van Buren Township, Michigan, 48111 (the "Assignee"), and JPMorgan Chase Bank, N.A., a national banking association located at 111 Fannin Street, 10th Floor, Houston, Texas 77002 in its capacity as administrative agent (the "Assignor") for certain lenders (the "Lenders") party to the Credit Agreement referred to below.

Capitalized terms used in this Partial Release, but not defined herein, shall have the respective meanings ascribed to them in the Security Agreement and Trademark Security Agreement referred to below.

WHEREAS, the Assignee, the other Borrowers (as defined in the Credit Agreement referred to below), the Assignor, and the Lenders, among other parties, entered into a Credit Agreement dated as of August 14, 2006 (as amended or modified from time to time, the "Credit Agreement");

WHEREAS, the Assignor and the Assignee, among other parties, entered into (i) a Pledge and Security Agreement dated as of August 14, 2006 (as it may be amended or modified from time to time, the "Security Agreement"), and (ii) certain other security documents (including the Trademark Security Agreement referred to below), in order for the Assignee and the other Loan Guarantors (as defined in the Credit Agreement) to induce the Lenders to enter into and extend credit to the Borrowers under the Credit Agreement and to secure certain obligations of the Borrowers that the Loan Guarantors have agreed to guarantee pursuant to Article X of the Credit Agreement (the "Secured Obligations");

WHEREAS, in connection with the Security Agreement, the parties entered into a Trademark Security Agreement ("Trademark Security Agreement"), dated August 14, 2006, that was recorded with the U.S. Patent and Trademark Office on March 7, 2007, at Reel 3495/Frame 0009;

WHEREAS, pursuant to the Security Agreement and the Trademark Security Agreement, Assignor granted to Assignee a security interest in all of its right, title and interest in, to and under the Trademark Collateral; and

WHEREAS, Assignor has agreed to release its security interest in, and only in, the Trademark Collateral pertaining solely to the Trademark on Schedule A hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby releases its security interest in all of its right, title and interest in, to and under the Trademark Collateral pertaining solely to the Trademark on Schedule A hereto and reassigns any and all interest that it may have therein to Assignee.

Assignor's security interest and continuing lien on all other Trademark Collateral granted pursuant to the Security Agreement and the Trademark Security Agreement shall remain in full force and effect and shall not be affected by this Partial Release.

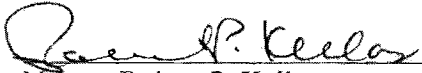
This Partial Release shall be governed by, and construed in accordance with, the internal laws (and not the law of conflicts) of the State of New York, but giving effect to federal laws applicable to national banks.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor has caused this Partial Release of Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 15th day of August, 2007.

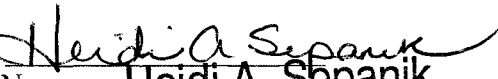
ASSIGNOR:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Robert P. Kellas
Title: Executive Director

Acknowledged:

VISTEON CORPORATION

By: 
Name: Heidi A. Sepanik
Title: Secretary

My Commission Expires:

STATE OF New York)
) SS
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 15th day of August, 2008 by _____, a _____ of _____, on behalf of said

Notary Public Edeline C. Adderley

My commission expires: September 3, 2010

EDELIN C. ADDERLEY
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01AD6079940 QUALIFIED IN BRONX COUNTY
CERTIFICATE FILED IN NEW YORK COUNTY
MY COMMISSION EXPIRES SEPT. 3, 2010

SCHEDULE A TO PARTIAL RELEASE OF TRADEMARK SECURITY INTEREST

TRADEMARK REGISTRATION

<u>Trademark</u>	<u>Registration Number</u>	<u>Registered Owner</u>
CAR LITE	0685941	Visteon Corporation