

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
Amerigon Incorporated		03/30/2011	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	901 Main Street
Internal Address:	Mail Code: TX1-492-14-11
City:	Dallas
State/Country:	TEXAS
Postal Code:	75202
Entity Type:	National Association - United States: TEXAS

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3571215	AMERIGON
Registration Number:	2426039	AMERIGON
Registration Number:	2376532	CCS
Registration Number:	2495253	CLIMATE CONTROL SEAT
Registration Number:	3861592	HVS
Registration Number:	2875275	MTM
Serial Number:	85104991	CLIMATE CONTROL SLEEP SYSTEMS
Serial Number:	85105001	MICROCLIMATE SOLUTIONS
Serial Number:	77778442	MICRO THERMAL MODULE
Serial Number:	77980686	MICRO THERMAL MODULE

CORRESPONDENCE DATA

Fax Number: 3127069000

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

TRADEMARK

via US Mail.

Phone: 312-701-8352
Email: ejpalmer@mayerbrown.com, driley@mayerbrown.com,
ipdocket@mayerbrown.com
Correspondent Name: Erick J. Palmer
Address Line 1: 71 S. Wacker Drive
Address Line 2: Mayer Brown LLP
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	11024327
NAME OF SUBMITTER:	Erick J. Palmer
Signature:	/EJP/
Date:	05/11/2012

Total Attachments: 7

source=Trademark Security Agreement (executed)#page1.tif
source=Trademark Security Agreement (executed)#page2.tif
source=Trademark Security Agreement (executed)#page3.tif
source=Trademark Security Agreement (executed)#page4.tif
source=Trademark Security Agreement (executed)#page5.tif
source=Trademark Security Agreement (executed)#page6.tif
source=Trademark Security Agreement (executed)#page7.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2011 (this “Agreement”), is made by AMERIGON INCORPORATED, a Michigan corporation (the “Grantor”), in favor of BANK OF AMERICA, N.A., as the administrative agent (together with its successor(s) thereto in such capacity, the “Administrative Agent”) for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of March 30, 2011 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Amerigon Incorporated, a Michigan corporation and Amerigon Europe GmbH, a German limited liability company, the various financial institutions and other Persons from time to time party thereto, as lenders and the Administrative Agent, the Lenders have extended Commitments to make Loans to and maintain Loans with the Company and Amerigon Germany;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of March 30, 2011 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”);

WHEREAS, pursuant to the Credit Agreement and pursuant to Section 4.5(e) of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, 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 in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of the Grantor’s right, title and interest throughout the world, whether now or hereafter existing or acquired by the Grantor, in and to the following (the “Trademark Collateral”):

- (a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired,

whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office and corresponding offices in other countries of the world or otherwise, and all common-Law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as "Trademarks"), including those Trademarks referred to in Item A of Schedule I;

(b) all Trademark licenses and other agreements for the grant by or to such Grantor of any right to use any Trademark (each a "Trademark License"), including each Trademark License referred to in Item B of Schedule I, to the extent permitted by such Trademark License;

(c) all of the goodwill of the business connected with the use of, and symbolized by the Trademarks described in clause (a) and, to the extent applicable, clause (b);

(d) the right to sue third parties for past, present and future infringements or dilution of the Trademarks described in clause (a) and, to the extent applicable, clause (b) or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark License; and

(e) all proceeds of, and rights associated with, the foregoing (including Proceeds, licenses, royalties, income, payments, claims, damages and proceeds of infringement suits).

Notwithstanding the foregoing, Trademark Collateral shall not include those items set forth in clauses (i) through (iii) of Section 2.1 of the Security Agreement.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Waiver, etc. The Grantor hereby waives promptness, diligence, notice of acceptance and any other notice with respect to any of the Obligations, this Agreement and the Security Agreement and any requirement that any Secured Party protect, secure, perfect or insure any Lien, or any property subject thereto, or exhaust any right or take any action against any Grantor or any other Person (including any other Grantor) or entity or any Collateral securing the Obligations, as the case may be. As provided below, this Agreement shall be governed by, and construed in accordance with, the Laws of the State of New York.

SECTION 5. Release of Liens; Termination of Agreement. Upon (a) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (b) the occurrence of the

Termination Date, the security interests granted herein shall automatically terminate with respect to (i) such Trademark Collateral (in the case of clause (a)) or (ii) all Trademark Collateral (in the case of clause (b)), without delivery of any instrument or performance of any act by any party. Upon the occurrence of the Termination Date, this Agreement and all obligations of each Grantor hereunder shall automatically terminate without delivery of any instrument or performance of any act by any party. A Grantor shall automatically be released from its obligations hereunder upon the consummation of any transaction permitted by the Credit Agreement as a result of which such Grantor ceases to be a Subsidiary of the Company and any of its Subsidiaries. Upon any such Disposition, other permitted transaction or termination, the Administrative Agent will, at the Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination.

SECTION 6. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark 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.

SECTION 7. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

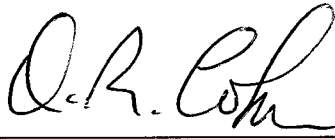
SECTION 8. Governing Law, Entire Agreement, etc. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 9. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or via other electronic means shall be effective as delivery of a manually executed counterpart of this Agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first written above.

AMERIGON INCORPORATED

By: 
Name: Daniel R. Coker
Title: President and Chief Executive Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

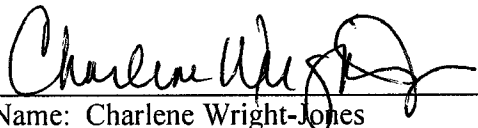
By: _____
Name: Charlene Wright-Jones
Title: Vice President

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Responsible Officer as of the date first written above.

AMERIGON INCORPORATED

By: _____
Name: Daniel R. Coker
Title: President and Chief Executive Officer

BANK OF AMERICA, N.A.,
as Administrative Agent

By: 
Name: Charlene Wright-Jones
Title: Vice President

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

<u>Registered Trademarks</u>			
<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.	Amerigon (Class 11)	32571215	02/10/2009
China and European Community	Amerigon (Class 11)	1011474 (International)	10/1/2009
Japan	Amerigon (Class 11)	1011474	4/15/2010
U.S.	Amerigon (Class 11 and 12)	2426039	02/06/2001
U.S.	CCS	2376532	8/15/2000
U.S.	Climate Control Seat	2495253	10/09/2001
Europe	Climate Control Seat	2412294	1/03/2003
U.S.	HVS	3861592	10/12/2010
China	Micro Thermal Module	3216133	10/14/2003
U.S.	MTM	2875275	8/17/2004
Canada	MTM	TMA638021	04/21/2005
China	MTM	3216134	10/14/2003
European Community	MTM	002738938	09/26/2005
Japan	MTM	2002-51840	1/10/2003
Korea	MTM	0570527	1/2/2004
Mexico	MTM	840976	07/09/2004

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
India	Amerigon (Class 11)	1848010	08/06/2009
Korea	Amerigon	1011474	08/06/2009

	(Class 11)		
U.S.	Climate Control Sleep Systems	85/104991	8/11/2010
Australia	Climate Control Sleep Systems	1408380	2/11/2011
European Community	Climate Control Sleep Systems	009727521	2/10/2011
U.S.	Microclimate Solutions	85/105001	8/11/2010
Australia	Microclimate Solutions	1408186	2/10/2011
European Community	Microclimate Solutions	009727199	2/10/2011
U.S.	Micro Thermal Module (Class 10)	77/778442	07/10/2009
U.S.	Micro Thermal Module (Class 11)	77/980686	07/10/2009
China	Climate Control Sleep Systems	201WCN	Not yet available.
Japan	Climate Control Sleep Systems	201WJP	Not yet available.
China	Microclimate Solutions	202WCN	Not yet available.
Japan	Microclimate Solutions	202WJN	Not yet available.

Item B. Trademark Licenses

None.