

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
Delphi Technologies, Inc.		06/14/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National banking association:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78018800	DELPHI
Serial Number:	78115882	DELPHI
Serial Number:	78460299	MYFI
Serial Number:	76448417	MYFI
Registration Number:	2919187	DELPHI
Serial Number:	75678363	DELPHI
Serial Number:	75717821	DELPHI
Serial Number:	75979890	DELPHI
Registration Number:	2523941	DELPHI AUTOMOTIVE SYSTEMS
Registration Number:	2436360	DELPHI
Registration Number:	2577022	DELPHI
Registration Number:	2030835	DELPHI

CORRESPONDENCE DATA

OP \$315.00 78018800

Fax Number: (212)455-2502
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 455-7698
Email: jmartingano@stblaw.com
Correspondent Name: Mark Solomon, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Mark Solomon
Signature:	/ms/
Date:	07/06/2005

Total Attachments: 7
source=security#page1.tif
source=security#page2.tif
source=security#page3.tif
source=security#page4.tif
source=security#page5.tif
source=security#page6.tif
source=security#page7.tif

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), dated as of June 14, 2005, is made by DELPHI TECHNOLOGIES, INC., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A. a national banking association, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of June 14, 2005 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Grantor, DELPHI CORPORATION, a Delaware corporation (the "Borrower"), the Lenders and the Administrative Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other entities affiliated with the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of June 14, 2005, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, Grantor agrees, for the benefit of the Agent and the Lenders, 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 or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and effective upon demand made upon the occurrence and during the continuance of an Event of Default assigns, transfers and conveys, the Trademarks (including, without limitation, those items listed on Schedule A hereto), to the Agent for the benefit of the Agent and the Lenders to secure the prompt and complete payment and performance when due of Grantor's Obligations.

SECTION 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. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral 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 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized signatories as of the day and year first above written.

DELPHI TECHNOLOGIES, INC.

By: Thomas N Twomey
Name: THOMAS N TWOMEY
Title: Vice President, Intellectual Property

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective duly authorized signatories as of the day and year first above written.

DELPHI TECHNOLOGIES, INC.

By: _____

Name:

Title:

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By:  _____

Name:

Title:

RICHARD W. DUKER
MANAGING DIRECTOR

STATE OF Michigan)
) ss
COUNTY OF Oakland)

On the 13th day of June, 2005, before me personally came Thomas N. Twomey, who is personally known to me to be the vice president of Intellectual Prop. of Delphi Technologies, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the vice president Intellectual Property in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Sarah A. Berlin
Notary Public, State of Michigan
COUNTY OF OAKLAND
MY COMMISSION EXPIRES SEP 10, 2010
ACTING IN COUNTY OF Oakland

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
) ss
COUNTY OF New York

On the 13th day of June, 2005, before me personally came RICHARD W. DUKER, who is personally known to me to be the MANAGING DIRECTOR of JPMorgan Chase Bank, N.A, a national banking association; who, being duly sworn, did depose and say that she/he is the MANAGING DIRECTOR in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Rose O'Connor
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ROSE O'CONNOR
NOTARY PUBLIC, State of New York
No. 31-4750801
Qualified in New York County
Commission Expires October 31, 2005

06/13/05 4:33 PM

TRADEMARK
REEL: 003117 FRAME: 0115

Schedule A

	Serial Number	Reg. Number	Word Mark
1	78018800		DELPHI
2	78115882		DELPHI
3	78460299		MYFI
4	76448417		MYFI
5	75717554	2919187	DELPHI
6	75678363		DELPHI
7	75717821	2833482	DELPHI
8	75979890		DELPHI
9	75717824	2523941	DELPHI AUTOMOTIVE SYSTEMS
10	75717822	2436360	DELPHI
11	75701444	2577022	DELPHI
12	74622021	2030835	DELPHI