

05-21-1998

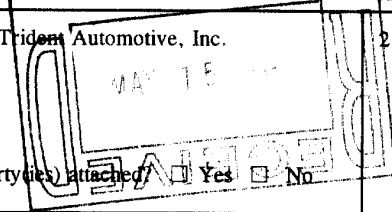


100717462

5/15/98

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Tridon Automotive, Inc.
Additional name(s) of conveying party(ies) attached? Yes No



2. Name and address of receiving party(ies)
Name: Bank of America National Trust and Savings Association
Internal Address: _____
Street Address: 1455 Market Street
City: San Francisco State: CA ZIP: 94103
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 13, 1998

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: _____
A. Patent Application No.(s) _____
B. Patent No.(s) 4,936,647
4,337,554
Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deborah Schavey Ruff
Internal Address: _____
05/19/1998 DCOATES 00000226 4936647
01 FC:581 800.00 OP
Street Address: P.O. Box 2828
City: Chicago State: IL ZIP: 60690-2828

6. Total number of applications and patents involved: 20
7. Total fee (37 CFT 3.41) \$ 800.00
 Enclosed
 Authorized to be charged to deposit account any additional fees or refund
8. Deposit account number:
13-0019
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Deborah Schavey Ruff
Name of Person Signing
Signature: [Signature] Date: 5/14/98
Total number of pages including cover sheet, attachments, and document: 16

Continuation of Number 4

A. Patent Application No.(s)

B. Patent No.(s)

4,334,518

4,799,400

4,762,017

4,854,185

4,798,100

4,887,930

4,753,325

4,986,050

4,947,704

4,895,041

5,016,490

4,958,536

5,009,122

4,884,467

4,987,793

COLLATERAL PATENT SECURITY AGREEMENT

THIS COLLATERAL PATENT SECURITY AGREEMENT (the "Agreement") made as of April 30, 1998, by TRIDENT AUTOMOTIVE, INC., a Delaware corporation ("Guarantor"), and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, a national banking association, having its principal office at 1455 Market Street, San Francisco, California 94103, as agent ("Agent") for the Lenders.

WITNESSETH:

WHEREAS, pursuant to a Consolidated, Amended and Restated Credit Agreement dated as of April 30, 1998 (together with all amendments and other modifications, if any, from time to time, hereafter made thereto, the "Credit Agreement"; unless otherwise defined herein, capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement) among Dura Automotive Systems, Inc., a Delaware corporation, Dura Operating Corp., a Delaware corporation ("Dura"), certain subsidiaries of Dura as borrowers (Dura and such subsidiaries are collectively referred to as "Borrowers"), the various commercial lending institutions parties thereto ("Lenders") and Agent, Lenders have agreed to make certain loans and other financial accommodations to the Borrowers;

WHEREAS, as a condition precedent to the initial loans under the Credit Agreement, Guarantor has executed and delivered to Agent, among other things, (i) that certain Corporate Guaranty of even date herewith executed by Guarantor in favor of Agent and the Lenders (the "Guaranty"), and (ii) Security Agreement of even date herewith between Agent and Guarantor (the "Security Agreement"), which Security Agreement grants to Agent, for the benefit of itself and Lenders, a security interest in all or substantially all of Guarantor's personal property;

NOW THEREFORE, in consideration of the premises and in order to induce Lenders to make loans and to issue Letters of Credit to the Borrowers under the Credit Agreement, Guarantor hereby agrees with Agent for the benefit of itself and Lenders as follows:

1. Collateral Patent Security Agreement. To secure the prompt and complete payment and performance of all of the Secured Obligations (as such term is defined in the Security Agreement), Guarantor hereby grants a security interest in, mortgages, and collaterally assigns to Agent, for the benefit of itself and Lenders, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale as hereinafter provided after the occurrence of an Event of Default and during the continuance thereof, to the extent permitted by law, all of the following property of Guarantor, whether now owned or existing or hereafter acquired or arising (collectively, the "Collateral"): United States patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, including, without limitation, those listed on Exhibit A attached hereto, and interests under patent license agreements (both as licensee and licensor) including, without limitation, those listed on Exhibit B attached hereto, each attached hereto and made a part hereof, and (i) the reissues, divisions, continuations, re-examinations, extensions and continuations-in-part thereof, (ii) all income,

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PATENT
REEL: 9168 FRAME: 0910

royalties, damages and payments now or hereafter due or payable under and with respect thereto, including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof but excluding attorney's fees and court costs payable to Guarantor in respect thereto, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world in all jurisdictions in which such patents have been issued or applied for (all of the foregoing patents and applications, and interests under patent license agreements, together with the items described in clauses (i) through (iv) in this paragraph, are sometimes hereinafter individually and/or collectively referred to as the "Patents").

2. Restrictions on Future Agreements. Guarantor agrees that until all Secured Obligations shall have been satisfied in full and all Commitments and all Letters of Credit shall have been terminated, Guarantor will not, without Agent's prior written consent, enter into any agreement including, without limitation, any license agreement, which is inconsistent with Guarantor's obligations under this Agreement if such action would reasonably be expected to materially adversely affect the fair market value of the Collateral or the benefits of this Agreement to Agent and Lenders, and Guarantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would materially adversely affect the validity or enforcement of the rights transferred to Agent under this Agreement.

3. New Patents. Guarantor represents and warrants after due inquiry that the Patents listed on Exhibit A and Exhibit B constitute all of the United States patents and patent applications owned by or licensed to or by Guarantor on the date hereof. If, before the Secured Obligations have been satisfied in full and the Credit Agreement terminated, Guarantor shall (i) obtain rights to any new patentable inventions or (ii) become entitled to the benefit of any patent application or patent for any reissued, division, continuation, renewal, extension, or continuation in part of any Patent or any improvement on any Patent, or of any patent license agreement, the provisions of paragraph 1 above shall automatically apply thereto and Guarantor shall give to Agent prompt written notice thereof. Guarantor hereby authorizes Agent upon such written notice to modify this Agreement by amending Exhibit A and Exhibit B to include any future patent, patent applications or patent license agreements which are Patents, as applicable, under paragraph 1 above or under this paragraph 3.

4. Additional Representations and Warranties. Guarantor hereby represents, warrants, covenants and agrees that:

(a) It is the owner of all right, title and interest in the Patents listed on Exhibit A and Exhibit B (other than any licensed to Guarantor) and, if not, it will forthwith take all necessary actions where commercially reasonable to become the owner thereof. Except as otherwise provided herein or in the Credit Agreement, including, without limitation, dispositions of Collateral in connection with dispositions of assets permitted under the Credit Agreement, it is and will continue to be the owner of all right, title and interest in the Collateral so long as the Patents

shall continue in force, free from any lien or security interest in favor of any Person except for the security interest granted to Agent for the benefit of itself and Lenders.

(b) It has the right and power to grant the security interest in the Collateral made hereby.

(c) It has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except for license agreements to use such Patents granted to licensees described on Exhibit B hereto.

(d) There is no effective financing statement or other document or instrument now signed or on file in any public office covering any part of the Collateral, except those financing statements showing Agent and Lenders as secured party or those disclosed to the Agent and permitted under the Credit Agreement. So long as any Secured Obligations remain outstanding or the Credit Agreement has not terminated, it will not execute, and there will not be on file in any public office, any such financing statement or other document or instruments, except financing statements filed or to be filed in favor of Agent and Lenders.

(e) To the best of Guarantor's knowledge after conducting due diligence, no material infringement or unauthorized use presently is being made of any of the Patents which would materially adversely affect the fair market value of the Collateral or the benefits of this Agreement granted to Agent for the benefit of itself and Lenders including, without limitation, the priority or perfection of the security interest granted herein or the remedies of Agent hereunder.

5. Royalties; Terms. Guarantor hereby agrees that any rights granted hereunder to use by Agent with respect to all Collateral as described above shall be worldwide and without any liability for royalties or other related charges from Agent or any Lender to Guarantor. The term of the assignments of security interest granted herein shall extend until the earlier of (i) the expiration or termination of each of the Patents assigned hereunder or (ii) all Secured Obligations have been paid in full and the Credit Agreement has been terminated.

6. Agent's Right to Inspect. Subject to Agent's rights and powers under the Credit Agreement and the Security Agreement, Agent and any Persons designated by Agent shall have the right, at any time and from time to time, upon reasonable advance notice and during Guarantor's normal business hours, to inspect Guarantor's premises and to examine Guarantor's books, records and operations relating to the Patents. Except as provided in the Credit Agreement, Guarantor agrees not to sell or assign its interest in, or grant any exclusive license under, any of the Collateral without the prior written consent of Agent; provided, that if such Collateral is no longer used in the ordinary course of Guarantor's business or has been abandoned by Guarantor, Guarantor may sell or assign its interest in, or grant a license under, such Collateral without the prior written consent of Agent, but with prior written notice to Agent.

7. Release of Security Interest. This Agreement is made for collateral purposes only. Upon payment in full of all Secured Obligations and termination of all Commitments and all Letters of Credit, Agent shall, at Guarantor's sole cost and expense, execute and deliver to Guarantor all termination statements, assignments and other instruments as may be necessary or proper to re-vest in Guarantor full title to the Collateral granted hereby, including, without limitation, documents suitable for recordation in the United States Patent and Trademark Office, subject to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Credit Agreement. In addition, upon the sale of any Collateral by Guarantor, to the extent such sale is permitted pursuant to Section 11.2 of the Credit Agreement, the security interests in such Collateral shall terminate and all rights in such Collateral shall revert to the Guarantor or the applicable purchaser.

8. Duties of Guarantor. Guarantor shall have the duty (i) where commercially reasonable, to file and prosecute diligently any patent application that is part of the Patents pending as of the date hereof or thereafter until all Secured Obligations shall have been paid in full and the Credit Agreement shall have been terminated, (ii) where commercially reasonable, to make application on unpatented but patentable inventions, as appropriate and (iii) where commercially reasonable, to preserve and maintain all rights in the Patents. Any expenses incurred in connection with this paragraph 8 shall be borne by Guarantor.

If Guarantor fails to comply with any of the foregoing duties, Agent may do so in Guarantor's name to the extent permitted by law, but at Guarantor's expense, and Guarantor hereby agrees to reimburse Agent in full for all expenses, including the reasonable fees and disbursements of counsel incurred by Agent in protecting, defending and maintaining the Collateral, which counsel may be an employee of Agent.

In the event that Guarantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any lien or security interest prohibited hereby, or shall fail to comply with any other duty hereunder, Agent may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Guarantor, and all moneys so paid out shall be Secured Obligations of Guarantor repayable on demand, together with interest at the rate applicable to the Loans under the Credit Agreement.

9. Right to Sue. Upon the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, and any licenses thereunder, and, if Agent shall commence any such suit, Guarantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent or such other party in aid of such enforcement and Guarantor shall promptly, upon demand, reimburse and indemnify Agent or such other party for all costs and expenses incurred by Agent or such other party in the exercise of its or their rights under this paragraph 9.

10. Waivers. No course of dealing among Guarantor and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent or Lenders any right, power or

privilege hereunder or under the Credit Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 3 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement. All of the rights and remedies of Agent with respect to the Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Guarantor hereby authorizes Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Guarantor's true and lawful attorney-in-fact, with power (i) at any time after the occurrence of an Event of Default and during the continuance thereof to endorse Guarantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Collateral, or to grant or issue any exclusive or non-exclusive license under the Collateral to anyone, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone free and clear of any encumbrance upon title thereof created after the date of this Agreement, and (ii) at any time after the occurrence of an Event of Default and during the continuance thereof, to take any other actions with respect to the Collateral as Agent reasonably deems in its best interests. Agent hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all Secured Obligations shall have been paid in full and the Credit Agreement has been terminated. Guarantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders or their respective successors, transferees and assigns under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents may be located. Recourse to security will not be required at any time.

14. Care of Collateral. Agent shall be deemed to have exercised reasonable care in the custody and preservation of the Collateral if it takes such action for that purpose as Guarantor shall request in writing, but failure of Agent to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and no failure of Agent to preserve or protect any rights with respect to the Collateral against prior parties, or to do any act with respect to preservation of the Collateral not so requested by Guarantor shall be deemed a failure to exercise reasonable care

in the custody or preservation of the Collateral.

15. Certain Rights Regarding Collateral and Secured Obligations. Agent may, after the occurrence of an Event of Default and during the continuance thereof, without notice to Guarantor, take all or any of the following actions: (a) transfer all or any part of the Collateral into the name of Agent or its nominee, with or without disclosing that such Collateral is subject to the lien and security interest hereunder, (b) notify the parties obligated on any of the Collateral to make payment to Agent of any amounts due or to become due hereunder, and (c) enforce collection of any of the Collateral by suit or otherwise, and surrender, release or exchange all or any part thereof, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect thereto. Agent may, furthermore, from time to time, whether before or after any of the Secured Obligations shall become due and payable, without notice to Guarantor, take all or any of the following actions: (a) retain or obtain a security interest in any property, in addition to the Collateral, to secure any of the Secured Obligations, (b) retain or obtain the primary or secondary liability of any party or parties, in addition to Guarantor with respect to any of the Secured Obligations, (c) extend or renew for any period (whether or not longer than the original period) or exchange any of the Secured Obligations or release or compromise any obligation of any nature of any party with respect thereto, (d) surrender, release or exchange all or any part of any property, in addition to the Collateral, securing any of the Secured Obligations, or compromise or extend or renew for any period (whether or not longer than the original period) any obligations of any nature of any party with respect to any such property and (e) resort to the Collateral (after the occurrence of an Event of Default and during the continuance thereof) for payment of any of the Secured Obligations whether or not it shall have resorted to any other property securing the Secured Obligations or shall have proceeded against any party primarily or secondarily liable on any of the Secured Obligations.

16. Binding Effect; Benefits. This Agreement shall be binding upon Guarantor and its respective successors and assigns, and shall inure to the benefit of Agent and Lenders and their respective successors, transferees and assigns.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, except to the extent that the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any of the Patents, are governed by the laws of a jurisdiction other than the State of Illinois. Unless otherwise defined herein in the Credit Agreement or the Security Agreement, terms used in Article 9 of the Uniform Commercial Code as enacted in the State of Illinois are used herein as therein defined.

18. Notice. All notices and other communications shall be given and deemed given in accordance with Section 14.2 of the Credit Agreement, and, with respect to the Guarantor, shall be transmitted to the Guarantor's address or facsimile number set forth below its signature page hereto.

19. 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.

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

ATTEST:

Carl E. Nelson
Title _____

TRIDENT AUTOMOTIVE, INC.

By [Signature]
Title _____
Address _____

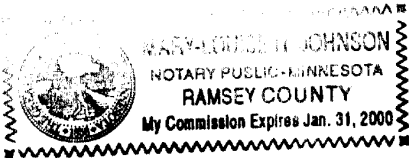
Facsimile No.: () _____ - _____

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as Agent

By _____
Title _____

STATE OF [Minnesota])
)SS.
COUNTY OF [Ramsey])

The foregoing Collateral Patent Security Agreement was executed and acknowledged before me this 13 day of May, 1998, by David J. Huls and _____, personally known to be the Vice President and _____ of Trident Automotive, Inc., a Delaware corporation, on behalf of such corporation.



Mary Louise Johnson
Notary Public

My Commission Expires:

Jan. 31, 2000

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the date first above written.

ATTEST:

TRIDENT AUTOMOTIVE, INC.

Title _____

By _____

Title _____

Address _____

Facsimile No.: () ____ - ____

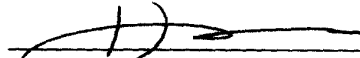
BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION, as Agent

By Richard C. Cook
Title NCI President

STATE OF CALIFORNIA)
)SS.
COUNTY OF San Francisco)

The foregoing Collateral Patent Security Agreement was executed and acknowledged before me this 12th day of May, 1998, by CHRISTINE COLOI, personally known to be a VICE PRESIDENT of Bank of America National Trust And Savings Association, a national banking association, on behalf of said bank.





Notary Public

My Commission Expires:

**EXHIBIT A TO COLLATERAL PATENT SECURITY AGREEMENT BY
TRIDENT AUTOMOTIVE, INC.
AND
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION**

U.S. PATENTS

TITLE	PATENT NUMBER	ISSUE DATE
High tensile strength compacted towing cable with signal transmission element	4,936,647	June 26, 1990
Stamped yoke end and method of making	4,337,554	July 6, 1982
Self-adjusted cable conduit mechanism	4,344,518	August 17, 1982
Self-adjusting cable control device	4,799,400	January 24, 1989
Self-adjusting cable control device	4,762,017	August 9, 1988
Manually operated and locked conduit length adjuster system	4,854,185	August 8, 1989
Key interlock system for automatic floor mounted transmission shifter	4,854,193	August 8, 1989
Automatic adjustment device for cable control systems	4,798,100	January 17, 1989
Manually controlled adjustable mechanism for a cable control system	4,887,930	December 19, 1989
Parking brake assembly including automatic latching device associated with brake lever and cable and method of	4,753,325	June 28, 1988
Shifter brake interlock system	4,986,399	January 22, 1991
Spring clip cable support assembly	4,963,050	October 16, 1990
Snap-on strand assembly	4,947,704	August 14, 1990
Dual Travel cable control system	4,895,041	January 23, 1990
Cable control system for dual activators	5,016,490	May 21, 1991
Cable control system	4,958,536	September 25, 1990

TITLE	PATENT NUMBER	ISSUE DATE
Sealed cable control system	5,009,122	April 23, 1991
Sealed protective boot for movable shafts	4,988,113	January 29, 1991
Cable control with seal	4,884,467	December 5, 1989
Cable control system with adjustment device	4,987,793	January 29, 1991

**EXHIBIT B TO COLLATERAL PATENT SECURITY AGREEMENT BY
TRIDENT AUTOMOTIVE, INC.
AND
BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION**

LICENSE AGREEMENTS

LICENSOR	LICENSEE	DATE	DESCRIPTION
Robert Bosch GmbH	Keeler Brass Company	September 15, 1986	License and Technical Assistance Agreement