

08-13-1999

RECC

8-10-99



101116667

To the Honorable Commissioner of Patents and Trademark

copy thereof.

1. Name of conveying party(ies):

Durakon Industries, Inc.

Additional names of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: BankBoston, N.A.

Internal Address: _____

Street Address: 100 Federal St.

City: Boston State: MA Zip: 02110

Additional name(s) & address(es) attached Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: July 26, 1999

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: N/A

A. Patent Application No.(s)

B. Patent No.(s)

See Attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N.W. Suite 800 East

City: Washington, DC State: DC Zip: 20005

6. Total number of applications and patents involved:

..... [30]

7. Total Fee (37 CFR 3.41) \$ 1200

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

18-1945

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.

Catherine R. Howell
Name of Person Signing

Catherine R. Howell
Signature

August 10, 1999
Date

Total number of pages including cover sheet, attachments and document: [4]

MHODMA.WASH;7076581;1

08/13/1999 MTHAI1 00000015 181945 RE32198

01 FC:581 1200.00 CH

EXHIBIT A

Patent Owner	US Patent Number	Date Issued
Durakon Industries, Inc.	RE32198	07/08/1986 (expired)
Durakon Industries, Inc.	4341412	07/27/1982 (expired)
Durakon Industries, Inc.	4047749	09/13/1977 (expired)
Durakon Industries, Inc.	5899519	05/04/1999
Durakon Industries, Inc.	D400486	11/03/1998
Durakon Industries, Inc.	D400485	11/03/1998
Durakon Industries, Inc.	D400152	10/27/1998
Durakon Industries, Inc.	D400151	10/27/1998
Durakon Industries, Inc.	D400150	10/27/1998
Durakon Industries, Inc.	D400149	10/27/1998
Durakon Industries, Inc.	5803524	09/08/1998
Durakon Industries, Inc.	5738471	04/14/1998
Durakon Industries, Inc.	5381940	01/17/1995
Durakon Industries, Inc.	D352496	11/15/1994
Durakon Industries, Inc.	5269447	12/14/1993
Durakon Industries, Inc.	5207472	05/04/1993
Durakon Industries, Inc.	5169201	12/08/1992 (expired)
Durakon Industries, Inc.	5100193	03/31/1992
Durakon Industries, Inc.	5094375	03/10/1992
Durakon Industries, Inc.	D317865	07/02/1991
Durakon Industries, Inc.	5007671	04/16/1991
Durakon Industries, Inc.	5000503	03/19/1991
Durakon Industries, Inc.	4917431	04/17/1990
Durakon Industries, Inc.	D305502	01/16/1990

MHODMA.Active:8047577:1

Durakon Industries, Inc.	4848626	07/18/1989
Durakon Industries, Inc.	4768822	09/06/1988
Durakon Industries, Inc.	4740027	04/26/1988
Durakon Industries, Inc.	4707016	11/17/1987
Durakon Industries, Inc.	4659133	04/21/1987
Durakon Industries, Inc.	App. No. 961113	10/30/1997 (Application date)

MHODMA.Active:8047577;1

UG 05 1999 11:05

PAGE. 15

PATENT
REEL: 010154 FRAME: 0275

MEMORANDUM OF PATENT SECURITY INTEREST

This Memorandum is dated as of July 26, 1999 between Durakon Industries, Inc., a Michigan corporation (the "Patent Owner"), having a place of business at 2101 N. Lapeer Road, Lapeer, MI 48446, and BankBoston, N.A., as agent (the "Secured Party") for itself and certain other lenders under the Credit Agreement dated as of July 26, 1999, as from time to time in effect, among the Patent Owner, certain of its affiliates, certain lenders party thereto and the Secured Party, having a place of business at 100 Federal Street, Boston, Massachusetts 02110.

1. Pursuant to the Security Agreement dated as of July 26, 1999, as from time to time in effect (the "Security Agreement"), among the Patent Owner, certain of its affiliates and the Secured Party, the Patent Owner has granted to the Secured Party a security interest in certain patents and applications therefor listed in Exhibit A attached hereto and made a part hereof, together with the registrations thereof and other applications filed with respect to the inventions covered thereby, or as a continuation-in-part, or division of any application mentioned above, or for reissue of any patent mentioned above or granted on an application mentioned above, and any United States patent issuing on any patent application mentioned above (collectively, the "Collateral").
2. The Patent Owner is the exclusive owner of all rights in the Collateral, including all right, title and interest in and to any cause of action that has previously arisen or that may arise with respect to unconsented use or infringement of the inventions embodied in the patents and patent applications mentioned above. The Patent Owner has the capacity to grant to the Secured Party the security interests granted under the Security Agreement.

The Patent Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

Patent Owner:

Secured Party:

DURAKON INDUSTRIES, INC.

BANKBOSTON, N.A.,
as Agent under the Credit Agreement referred
to above

By David W. Wright
David W. Wright, President and
Chief Executive Officer

By [Signature]
Authorized Officer

MHODMA.Active;8047577:1

AUG 05 1999 11:04

PAGE. 13