

02-25-2002



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Conveyance Type

Assignment Security Agreement

License Change of Name

Merger Other _____

U.S. Government
(For Use ONLY by U.S. Government Agencies)

Departmental File Secret File

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name (line 1) Automotive Component Systems of Michigan, Inc. Execution Date
Month Day Year 08 29 2001

Name (line 2) _____

Second Party

Name (line 1) _____ Execution Date
Month Day Year _____

Name (line 2) _____

Receiving Party

Mark if additional names of receiving parties attached

Name (line 1) Comerica Bank, as Agent If document to be recorded
is an assignment and the
receiving party is not
domiciled in the United
States, an appointment
of a domestic
representative is attached.
(Designation must be a
separate document from
Assignment.)

Name (line 2) _____

Address (line 1) 500 Woodward Avenue

Address (line 2) _____

Address (line 3) Detroit Michigan 48226
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name _____

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

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Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#

Application Number(s) or Patent Number(s)

Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="6053562"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="6109847"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="6068327"/>	<input type="text"/>	<input type="text"/>

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number only if a U.S. Application Number has not been assigned.

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment:
Deposit Account

Enclosed Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Angela Alvarez Sujek

Angela Alvarez Sujek

10/29/01

Name of Person Signing

Signature

Date

**AGREEMENT
(Patent)**

THIS AGREEMENT (PATENT) (this "Agreement"), dated as of August 29, 2001, between Automotive Component Systems of Michigan, Inc. ("US Borrower" and sometimes a "Debtor"), and Comerica Bank in its capacity as agent for the Banks referred to below.

WITNESSETH

A. WHEREAS, pursuant to that certain Credit Agreement dated as of August 29, 2001 (as amended or otherwise modified from time to time, the "US Credit Agreement"), among the US Borrower, each of the financial institutions party thereto (collectively, the "US Banks") and Secured Party, as Agent for the US Banks, the US Banks have agreed, subject to the satisfaction of certain terms and conditions, to make Advances and to provide for the issuance of Letters of Credit for the account of the US Borrower, individually, or jointly and severally with certain of the other Account Parties (as such terms are defined in the US Credit Agreement), as provided therein; and

B. WHEREAS, pursuant to that certain Credit Agreement dated as of August 29, 2001 (as amended or otherwise modified from time to time, the "Canadian Credit Agreement") and together with the US Credit Agreement, the "Credit Agreements" and individually, a "Credit Agreement") by and among ACSYS Automotive Component Systems of Canada, Inc. (the "Canadian Borrower" and together with the US Borrower, the "Borrowers" and individually, a "Borrower"), Agent, and the Banks that are named in and signatories to the Canadian Credit Agreement (the "Canadian Banks" and together with the US Banks, the "Banks" and individually, a "Bank"), the Canadian Banks have agreed to extend credit to the Canadian Borrower on the terms set forth in the Canadian Credit Agreement;

C. WHEREAS, in connection with the Credit Agreements, the Debtors have executed and delivered a Security Agreement, dated as of the date hereof (as amended or otherwise modified from time to time, the "Security Agreement"); and

D. WHEREAS, as a condition precedent to the making of the initial Advances under the Credit Agreement, the US Borrower is required to execute and deliver this Agreement and to further confirm the grant to the Secured Party for the benefit of the Banks a continuing security interest in all of the Patent Collateral (as defined below) to secure all Indebtedness.

NOW, THEREFORE, for good and valuable consideration the receipt of which is hereby acknowledged, and in order to induce the Banks to make Advances (including the initial Advance) to the Borrowers pursuant to the Credit Agreements, the US Borrower agrees, for the benefit of the Banks, 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. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Indebtedness, the US Borrower does hereby mortgage, pledge and hypothecate to the Secured Party for the benefit of the Banks, and grant to the Secured Party for the benefit of the Banks a security interest in, all of the following property (the "Patent Collateral"), whether now owned or hereafter acquired or existing:

(a) all letters patent and applications for letters patent throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item A of Attachment 1 hereto;

(b) all patent licenses, including each patent license referred to in Item B of Attachment 1 hereto;

(c) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the items described in the foregoing clauses (a) and (b); and

(d) all proceeds of, and rights associated with, the foregoing (including license royalties and proceed of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent or patent application referred to in Item A of Attachment 1 hereto, and for breach or enforcement of any patent license, including any patent license referred to in Item B of Attachment 1 hereto, and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the US Borrower for the purpose of registering the security interest of the Secured Party and the Banks in the Patent 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 Secured Party and the Banks under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party and the Banks thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Indebtedness (other than with respect to contingent indemnification obligations to the extent no claim has been asserted) and all commitments (whether optional or obligatory) to extend any credit under the Credit Agreements have been terminated, the Secured Party shall, at the US Borrower's expense, execute and deliver to the US Borrower all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Patent Collateral which has been granted hereunder.

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SECTION 5. Acknowledgment. The US Borrower does hereby further acknowledge and affirm that the rights and remedies of the Secured Party for the benefit of the Banks with respect to the security interest in the Patent 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 6. Loan Documents, etc. 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 of the Credit Agreements.

SECTION 7. 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.

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

DEBTOR:

**AUTOMOTIVE COMPONENT SYSTEMS OF
MICHIGAN, INC.**

By: 

B. N. Bahadur

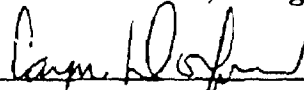
Its: Chairman

Address: 25200 Telegraph Road
Southfield, Michigan 48034

Attention: Dennis Hiller

Facsimile No.:

COMERICA BANK, as Agent for the Banks

By: 

Caroln Dorfman

Title: Assistant Vice President

Address: 500 Woodward Avenue, 6th Floor
Detroit, Michigan 48226

Attention: Middle Market Lending - Metro F

Facsimile No: (313) 222-7475

Patents (including letters patent and applications for letters patent):

Country	Patent	Patent No.	Issue Date
US	fn ¹	6,053,562	April 25, 2000
US	fn ²	6,109,847	August 29, 2000
US	fn ³	6,068,327	May 30, 2000

Patent licenses: None.

¹Door for a Vehicle Having a Structural Frame Member and Method of Assembling Same.

²Organizer for Vehicle Cargo Area (Trunk Buddy).

³Upwardly Folding Vehicle Door Assembly.