

CH \$1440.00 500675 60139178

PATENT SCHEDULE

NAME	PATENT/ SERIAL NO.	REGISTERED OWNER
Method for Making a Vehicle Suspension Member	5,144,734	Oxford Suspension, Inc.
Vehicle Suspension Member Designed to Divert Crack Propagation:	5,203,545	Oxford Suspension, Inc.
Vehicle Suspension with Auxiliary Leaf Springs:	5,029,893	Oxford Suspension, Inc.
Vehicle Suspension with Auxiliary Leaf Springs:	5,098,121	Oxford Suspension, Inc.
Hydraulic Actuator for Parallel Auxiliary Leaf Spring:	5,129,633	Oxford Suspension, Inc.
Vehicle Suspension with Auxiliary Leaf Spring with Load Control System:	5,129,671	Oxford Suspension, Inc.
Vehicle Leaf Spring with a Longitudinal Discontinuity for Crack Propagation:	5,244,189	Oxford Suspension, Inc.
Vehicle Suspension with Auxiliary Leaf Spring with Roll Control System:	5,123,672	Oxford Suspension, Inc.
Vehicle Suspension with Auxiliary Leaf Spring and Squat Control System:	5,137,300	Oxford Suspension, Inc.
Displacement Monitoring System for Stud Welding	5,406,044	Oxford Suspension, Inc.
Method and Apparatus for Forming a Leaf Spring Eye:	5,724,851	Oxford Suspension, Inc.
Leaf Spring Tip Insert	5,706,559	Oxford Suspension, Inc.
Leaf Spring Straightening Apparatus:	6,012,320	Oxford Suspension, Inc.
Leaf Spring Straightening Apparatus:	6,173,599	Oxford Suspension, Inc.
Vehicle Suspension Member and Method for Making:	5,252,803	Oxford Suspension, Inc.
Vehicle Leaf Spring with Irradiated Center for Crack Diversion:	5,248,130	Oxford Suspension, Inc.
Method and Apparatus for Making Blanks of a Profile Varying Lengthwise:	5,001,918	Alexandr V. Stepanenko
Rear Suspension Mounting Feature and Method	6,401,319	Oxford Suspension, Inc.
Rear Suspension Mounting Feature and Method	60/139,178	Oxford Suspension, Inc.
Leaf Spring Clip	09/558,023	Oxford Suspension, Inc.

NAME	PATENT/ SERIAL NO.	REGISTERED OWNER
Trailing Twist Axle and Method of Manufacturing	6,533,300	Oxford Suspension, Inc.
Modular Closure for Motor Vehicles and Method of Making the Same	60/209,667	Oxford Automotive, Inc.
Modular Closure for Motor Vehicles and Method of Making the Same	09/874,612	Oxford Automotive, Inc.
Leaf Spring Tip Insert with Semi-Liquid or Thermally Deformable Retention Pin	6,311,960	Oxford Suspension, Inc.
Leaf Spring Tip Insert	6,354,574	Oxford Suspension, Inc.
Rack Base Construction and Method of Manufacture	5,533,456	Lobdell Emery
Tow Hooks	10/008,200	Unassigned
Tow Hooks	60/251,645	Unassigned
Drive Device for a Motor Vehicle Sliding Door	10/062,514	Unassigned
Solar powered mower	4,987,729	RPI Holdings, Inc.
Product carrier for environmental test system	6,373,270	RPI, Inc.
Electrical transfer switch and related method	6,208,130	RPI, Inc.
Environmental test apparatus with partition-isolated thermal chamber	6,005,404	RPI, Inc.
Electrical transfer switch	5,942,901	RPI, Inc.
Environmental test apparatus with ambient-positioned card support platform	5,929,340	RPI, Inc.
Electrical transfer switch and related method	5,773,983	RPI, Inc.

PATENT SECURITY AGREEMENT

THIS PATENT SECURITY AGREEMENT, dated as of November 4, 2003, by Oxford Automotive Inc. (the "Company") Lobdell Emery Corporation, a Michigan corporation, OASP, INC., a Michigan corporation, OASP II, Inc., a Michigan corporation, RPI Holdings, Inc., a Michigan corporation, RPI, Inc., a Michigan corporation, Prudenville Manufacturing Inc., a Michigan corporation, Oxford Suspension, Inc., a Michigan corporation, Howell Industries, Inc., a Michigan corporation, CE Technologies, Inc., a Michigan corporation, Tool And Engineering Company, a Michigan corporation, Oxford Automotive, Alabama Inc., a Michigan corporation, and each other entity which becomes a party hereto pursuant to Section 7.10 of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Silver Point Finance, LLC ("SP"), as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 4, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Company, certain foreign subsidiaries of the Company (together with the Company, the "Borrowers"), the Lenders party thereto and SP, as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to the Guarantee Agreement dated as of November 4, 2003 pursuant to which they have guaranteed the Obligations of one or more of the Borrowers;

WHEREAS, all the Grantors are party to a Security Agreement dated as of November 4, 2003 in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Patent Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantors pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property, including the Patents and Patent Licenses; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Patent Collateral. Each Grantor, as collateral security for the full, prompt and complete payment and performance when due

(whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party, including those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

Section 3. Security Agreement. 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 pursuant to this Patent Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and 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 4. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart.

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

OXFORD AUTOMOTIVE, INC.
LOBDELL EMERY CORPORATION
OASP, INC.
OASP II, INC.
RPI HOLDINGS, INC.
RPI, INC.
PRUDENVILLE MANUFACTURING, INC.
OXFORD SUSPENSION, INC.
HOWELL INDUSTRIES, INC.
CE TECHNOLOGIES, INC.
TOOL AND ENGINEERING COMPANY
OXFORD AUTOMOTIVE ALABAMA, INC.

By: 

Name: Martin E. Welch III

Title: Chief Financial Officer

SILVER POINT FINANCE, LLC,
as Administrative Agent

By: _____

Name:

Title:

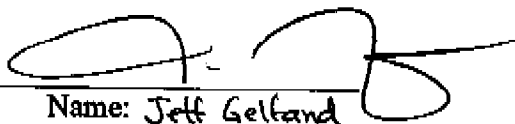
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OXFORD AUTOMOTIVE, INC.
LOBDELL EMERY CORPORATION
OASP, INC.
OASP II, INC.
RPI HOLDINGS, INC.
RPI, INC.
PRUDENVILLE MANUFACTURING, INC.
OXFORD SUSPENSION, INC.
HOWELL INDUSTRIES, INC.
CE TECHNOLOGIES, INC.
TOOL AND ENGINEERING COMPANY
OXFORD AUTOMOTIVE ALABAMA, INC.

By: _____
Name:
Title:

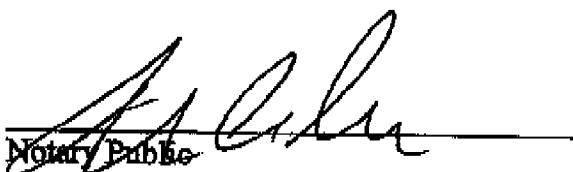
SILVER POINT FINANCE, LLC,
as Administrative Agent

By: 
Name: Jeff Gelfand
Title: CFO

Acknowledgement of Grantor

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 2nd day of November, 2003, before me personally appeared Martin E. Welch III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Oxford Automotive, Inc. and its domestic subsidiaries, who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.


Notary Public

JONATHAN G. GORDON
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES May 10, 2006