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Total number of pages including cover sheet, attachments, and documents: 18

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Rider 4.A. Patent Application Numbers:

	<u>Title</u>	<u>Appl. No.</u>
1.	Vehicular and Bumper Assembly Therefor Having and Integral Fascia and Energy Absorber, and Method for Making the Same	09/681,341
2.	Method for Vacuum Deposition of Circuitry Onto a Thermoplastic Material and a Vehicular Lamp Housing Incorporating the Same	10/054,173
3.	Vehicular Lamp Assembly with a Simplified Structure and CHMSL and Tail Lamp Incorporating the Same	10/096,267
4.	Method of Making Sandwich Construction Thermoplastic Panels for Automotive Interior Trim Using Sheet Extrusion	10/161,203
5.	Combination Pickup Truck Liftgate/Tailgate	10/175,635
6.	Stamped Folded Bumper Beam	10/188,943
7.	Method of Making a Combination Speaker Grill and Automotive Trim Panel	10/292,019
8.	Composite Engine Component and Method for Making the Same	10/323,472
9.	Compact Container Holder	10/412,793
10.	Thermoplastic Sandwich Structural Item and Twin Sheet Molding Method of Making Same	10/665,649
11.	Bumper Assembly	10/731,293

Rider 4.B. Patent Numbers:

	<u>Title</u>	<u>Patent No.</u>
12.	Vehicle Console with Adjustably-Mounted Video Display Unit	6,663,155
13.	Method of Making a Combination Speaker Grill and Automotive Trim Panel	6,660,201
14.	Floating Bumper Beam System	6,644,699
15.	Method of Making a Combination Speaker Grill and Automotive Interior Trim Panel	6,533,980
16.	Method of Making a Combination Speaker Grill and Automotive Interior Trim Panel	6,533,880
17.	Indirect Illumination Tail Lamp Assembly for a Vehicle	6,280,480
18.	Modular Console Assembly for Vehicles Having Transmission Shifter and Parking Brake Mechanisms Pre-Assembled Thereto and Method Mounting the Console Assembly to a Vehicle Interior	6,267,217
19.	Integrated Bumper and Hitch Assembly	6,139,044
20.	D-Section Bumper	5,845,948
21.	D-Section Bumper	5,725,266
22.	Bumper Beam Making Process	5,669,992

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN PATENTS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN PATENTS (the "Notice"), dated as of April 28, 2004, made by Meridian Automotive Systems, Inc., formerly known as American Bumper & Mfg. Co., a Michigan corporation having a principal place of business at 550 Town Center Drive, Dearborn, Michigan 48126 (the "Grantor"), in favor of Credit Suisse First Boston, as Second Lien Administrative Agent and Second Lien Collateral Agent (the "Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of April 28, 2004, among the Grantor, the Lenders, the Agent, Goldman Sachs Credit Partners L.P., as Syndication Agent (the "Syndication Agent"), and the Agent and the Syndication Agent as Joint Book Managers and Joint Lead Arrangers (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement").

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

WHEREAS, in connection with the Second Lien Credit Agreement, the Grantor and the other parties thereto have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of April 28, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor pledged, assigned, and transferred to the Agent, and granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of its Intellectual Property, including the Patents; and

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

NOW THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Grantor pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the ratable benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Notice, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Second Lien Guarantee and Collateral Agreement it pledged, assigned and transferred to the Agent, and granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of the Patents of the Grantor now owned or at any time thereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto) and, to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the Patents and all collateral security and guarantees given by any Person with respect to the Patents, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to the Second Lien Guarantee and Collateral Agreement and the exercise of any right or remedy by the Agent thereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 28, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Grantor, the subsidiary guarantors party thereto, the Agent as First Lien Collateral Agent, the Agent as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the Second Lien Guarantee and Collateral Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 3. Purpose. This Notice has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Notice is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien 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. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Patents are more fully set forth in the Second Lien Credit Agreement and the Second Lien 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.

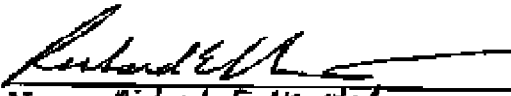
SECTION 5. Counterparts. This Notice may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

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

MERIDIAN AUTOMOTIVE SYSTEMS,
INC.

By: 
Name: *Richard E. Neupert*
Title: *Executive Vice President*

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch,
individually and as Agent

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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

MERIDIAN AUTOMOTIVE SYSTEMS,
INC.

By: _____
Name: _____
Title: _____

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch,
individually and as Agent

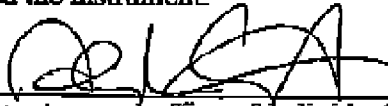
By: RMH
Name: ROBERT HETU
Title: DIRECTOR

By: Doreen Welch
Name: DOREEN B. WELCH
Title: ASSOCIATE

ACKNOWLEDGMENT

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On April 27, 2004, before me, the undersigned, personally appeared
Richard E. Newsted
personally known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument.

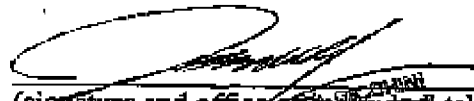

(signature and office of individual taking
acknowledgment)

RALPH CARTER
Notary Public, State of New York
No. 01GA6074658
Qualified in New York
Commission Expires March 17, 2007

ACKNOWLEDGMENT

STATE OF NEW YORK)
:SS:
COUNTY OF NEW YORK)

On April 28, 2004, before me, the undersigned, personally appeared
Robert Hefu and Doreen B. Welch
personally known to me or proved to me on the basis of satisfactory evidence to be the
individual(s) whose name(s) is (are) subscribed to the within instrument and
acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and
that by his/her/their signature(s) on the instrument, the individual(s), or the person upon
behalf of which the individual(s) acted, executed the instrument.


(signature and office of Notary Public)
acknowledged and taken before me, Notary Public, State of New York,
No. 0106304257
Qualified in New York County
Commission Expires March 23, 2006

SCHEDULE I

U.S. Patents

<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>
Vehicular Console with Adjustably-Mounted Video Display Unit	09/699,017	10-27-00	6,663,155	12-16-03
Method of Making a Combination Speaker Grill and Automotive Trim Panel	09/498,445	02-04-00	6,660,201	12-19-03
Floating Bumper Beam System	09/917,561	07-27-97	6,644,699	11-11-03
Method of Making a Combination Speaker Grill and Automotive Interior Trim Panel	09/260,799	03-01-99	6,533,980	03-18-03
Method of Making a Combination Speaker Grill and Automotive Interior Trim Panel	09/498,027	02-04-00	6,533,880	03-18-03
Indirect Illumination Tail Lamp Assembly for a Vehicle	09/428,062	10-27-99	6,280,480	08-28-01
Modular Console Assembly for Vehicles Having Transmission Shifter and Parking Brake Mechanisms Pre-Assembled Thereto and Method Mounting the Console Assembly to a Vehicle Interior	09/434,900	11-05-99	6,267,217	07-31-01
Integrated Bumper and Hitch Assembly	09/092,760	06-05-98	6,139,044	10-31-00
D-Section Bumper	08/902,456	07-29-97	5,845,948	12-08-98
D-Section Bumper	08/669,234	06-24-96	5,725,266	03-10-98
Bumper Beam Making Process	08/593,393	01-30-96	5,669,992	09-23-97

U.S. Patent Applications

<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>
Vehicular and Bumper Assembly Therefor Having and Integral Fascia and Energy Absorber, and Method for Making the Same	09/681,341	03-21-01
Method for Vacuum Deposition of Circuitry Onto a Thermoplastic Material and a Vehicular Lamp Housing Incorporating the Same	10/054,173	01-18-02
Vehicular Lamp Assembly with a Simplified Structure and CHMSL and Tail Lamp Incorporating the Same	10/096,267	03-12-02
Method of Making Sandwich Construction Thermoplastic Panels for Automotive Interior Trim Using Sheet Extrusion	10/161,203	06-03-02
Combination Pickup Truck Liftgate/Tailgate	10/175,635	06-20-02
Stamped Folded Bumper Beam	10/188,943	07-02-02
Method of Making a Combination Speaker Grill and Automotive Trim Panel	10/292,013	11-12-02
Composite Engine Component and Method for Making the Same	10/323,472	12-18-02
Compact Container Holder	10/412,793	04-11-03
Thermoplastic Sandwich Structural Item and Twin Sheet Molding Method of Making Same	10/665,649	09-19-03
Bumper Assembly	10/731,293	12-09-03

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Non-U.S. Patents

<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Country</u>
Integrated Bumper and Hitch Assembly	995228	06-04-99	213487	04-03-03	MX

Non-U.S. Patent Applications

<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Country</u>
Vehicular Lamp Assembly with a Simplified Structure and CHMSL and Tail Lamp Incorporating the Same	PI0208410-4	03-12-02	BR
Vehicular Lamp Assembly with a Simplified Structure and CHMSL and Tail Lamp Incorporating the Same	2441555	03-12-02	CA
Vehicular Lamp Assembly with a Simplified Structure and CHMSL and Tail Lamp Incorporating the Same	02809549.9	03-12-02	CN
Vehicular Lamp Assembly with a Simplified Structure and CHMSL and Tail Lamp Incorporating the Same	02715103.4	03-12-02	EP
Vehicular Lamp Assembly with a Simplified Structure and CHMSL and Tail Lamp Incorporating the Same	2002-575269	03-12-02	JP
Vehicular Lamp Assembly with a Simplified Structure and CHMSL and Tail Lamp Incorporating the Same	2003/008637	03-12-02	MX
Vehicular Lamp Assembly with a Simplified Structure and CHMSL and Tail Lamp Incorporating the Same	US02/07513	03-12-02	WO
Method for Vacuum Deposition of Circuitry Onto A Thermoplastic Material and a Vehicular Lamp Housing Incorporating the Same	02750555.1	01-18-02	EP
Method for Vacuum Deposition of Circuitry Onto A Thermoplastic Material and a Vehicular Lamp Housing Incorporating the Same	2002-571759	01-18-02	JP

<u>Title</u>	<u>Appl. No.</u>	<u>File Date</u>	<u>Country</u>
Method for Vacuum Deposition of Circuitry Onto A Thermoplastic Material and a Vehicular Lamp Housing Incorporating the Same	US02/01790	01-18-02	WO
Combination Pickup Truck Liftgate/Tailgate	2446230	06-20-02	CA
Combination Pickup Truck Liftgate/Tailgate	US02/19556	06-20-02	WO
Stamped Folded Bumper Beam	02748037.5	07-02-02	EP
Stamped Folded Bumper Beam	2003-510303	07-02-02	JP
Stamped Folded Bumper Beam	US02/20955	07-02-02	WO
Thermoplastic Sandwich Structural Item and Twin Sheet Molding Method of Making	02776575.9	06-03-02	EP
Thermoplastic Sandwich Structural Item and Twin Sheet Molding Method of Making Same	US02/17471	06-03-02	WO
Method of Molding Thermoplastic Parts Using Sheet Extrusion and a Turret Carrying Mould Assemblies	02776574.2	06-03-02	EP
Method of Making Sandwich Construction Thermoplastic Panels for Automotive Interior Trim Using Sheet Extrusion	US02/17469	06-03-02	WO
Floating Bumper Beam System	01935067.2	07-27-01	EP
Floating Bumper Beam System	2002-516129	07-27-01	JP
Floating Bumper Beam System	US01/41443	07-27-01	WO
Improved Bumper Assembly	US03/39255	12-09-03	WO
Composite Engine Component and Method for Making the Same	10358973.2	12-16-03	DE
Composite Engine Component and Method for Making the Same	2003-418944	12-17-03	JP
Composite Engine Component and Method for Making the Same	10-2003-92476	12-17-03	KR
Compact Container Holder	Serial Number not yet assigned	03-30-04	WO

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