

Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

**RECORDATION FORM COVER SHEET
PATENTS ONLY**

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings \leftrightarrow \leftrightarrow \leftrightarrow ∇ ∇ ∇ ∇ ∇ ∇

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

1. Name of conveying party(ies): Meridian Automotive Systems, Inc. formerly known as American Bumper & Mfg. Co.

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other Notice and Confirmation of Grant of Security Interest in Patents

Execution Date: April 28, 2004

2. Name and address of receiving party(ies)
Name: Credit Suisse First Boston as First Lien Administrative Agent and First Internal Agent
Internal Address: Lien Collateral Agent

Street Address: Eleven Madison Avenue

City: New York State: NY Zip: 10010

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

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) see rider 4.A

Patent Application Numbers: _____

B. Patent No.(s) see rider 4.B

Patent Numbers: _____

Additional numbers attached? Yes No

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

Name: Christopher J. Andrew

Internal Address: Debevoise & Plimpton LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and patents involved: 22

7. Total fee (37 CFR 3.41)..... \$ 880.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

501997

DO NOT USE THIS SPACE

9. Signature.

Christopher J. Andrew
Name of Person Signing


Signature

4/27/04
Date

Total number of pages including cover sheet, attachments, and documents: 13

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

CH \$880.00 501997 09681341

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	10/292,013
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.	Vehicular 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

DEBEVOISE & PLIMPTON LLP

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Fax 212 909 6836
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CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to the United States Patent and Trademark Office on the date shown below.

Date May 21, 2004

To United States Patent and Trademark Office *Beth Akers*

Attn Assignments Division

Fax (703) 306-5995

Tel (703) 308-9723

From Beth Akers, Paralegal

Tel (212) 909-1033

(Typed or Printed Name of Person Signing Certificate)

(Signature)

(Date)

Facsimile

14 pages including cover page

Notice and Confirmation of Grant of Security Interest in Patents by Meridian Automotive Systems, Inc., formerly known as American Bumper & Mfg. Co., in favor of Credit Suisse First Boston, as First Lien Administrative Agent and First Lien Collateral Agent.

Attached please find a Recordation Form to record the above referenced Notice and Confirmation of Grant Of Security Interest in Patents. Please note, this Recordation Form was originally submitted on May 3, 2004. We received a Notice of Non-Recordation on May 11, 2004 with a reference number 700081956A.

We resubmitted the Recordation with corrections on May 11, 2004. On May 18, 2004 we received a Notice of Non-Recordation stating that the document is not legible for recording purposes.

We are resubmitting the original Recordation Form and the accompanying document in hopes that this document will be legible for recording purposes. Please note, because we are submitting the original Recordation Form cover sheet, the reference number (700081956A) is not stamped on the top.

As we are resubmitting the Recordation Form within 30 days from the date of the Notice, we understand that the original date of filing will be maintained.

If you have any questions, please give me a call at (212) 909-1033.

Thank you for your assistance in this matter.

Beth Akers
Beth Akers, Paralegal

For assistance or confirmation please call 212 909 6407

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure. If the reader of this message is not the intended recipient or an employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and return the original message to us by mail. Thank you.

PATENT
REEL: 014662 FRAME: 0056

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 First Lien Administrative Agent and First Lien Collateral Agent (the "Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the First 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 "First Lien Credit Agreement").

WHEREAS, pursuant to the First 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 First Lien Credit Agreement, the Grantor and the other parties thereto have executed and delivered a First 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 "First Lien Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the First 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 First 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 First Lien Credit Agreement and the First Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the First 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.

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 First Lien Guarantee and Collateral Agreement. The First 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 First Lien Credit Agreement and the First 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.

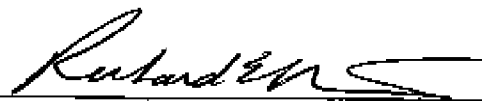
SECTION 5. Counterparts. This Notice may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[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. Newsted*
Title: *Executive Vice President*

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

By: _____
Name:
Title:

By: _____
Name:
Title:


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. 01CA5074658
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 Hetu 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 individual taking
acknowledgment)
Notary Public, State of New York
No. 010688887
Qualified in New York
Commission Expires March 2006

SCHEDULE IU.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	02-0400	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

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	01955067.2	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