

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	SECURITY AGREEMENT																
CONVEYING PARTY DATA																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%; text-align: center;">Name</th> <th style="width: 20%; text-align: center;">Execution Date</th> </tr> <tr> <td style="padding: 2px;">Durakon Industries, Inc.</td> <td style="padding: 2px;">10/04/2006</td> </tr> </table>	Name	Execution Date	Durakon Industries, Inc.	10/04/2006													
Name	Execution Date																
Durakon Industries, Inc.	10/04/2006																
RECEIVING PARTY DATA																	
Name:	CIT Group/Business Credit, Inc.																
Street Address:	1211 Ave. of the Americas																
City:	New York																
State/Country:	NEW YORK																
Postal Code:	10036																
PROPERTY NUMBERS Total: 7																	
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%; text-align: center;">Property Type</th> <th style="width: 70%; text-align: center;">Number</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10401423</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10748401</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10748469</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10700887</td> </tr> <tr> <td style="padding: 2px;">Application Number:</td> <td style="padding: 2px;">10743936</td> </tr> <tr> <td style="padding: 2px;">PCT Number:</td> <td style="padding: 2px;">US0123839</td> </tr> <tr> <td style="padding: 2px;">PCT Number:</td> <td style="padding: 2px;">US0440856</td> </tr> </tbody> </table>	Property Type	Number	Application Number:	10401423	Application Number:	10748401	Application Number:	10748469	Application Number:	10700887	Application Number:	10743936	PCT Number:	US0123839	PCT Number:	US0440856	
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Application Number:	10743936																
PCT Number:	US0123839																
PCT Number:	US0440856																
CORRESPONDENCE DATA																	
Fax Number:	(856)661-1919																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
Phone:	215-279-9393																
Email:	lynda.calderone@flastergreenberg.com																
Correspondent Name:	Lynda L. Calderone [D0447.0001]																
Address Line 1:	1628 John F. Kennedy Boulevard, 15th Fl																
Address Line 2:	Flaster/Greenberg, P.C.																
Address Line 4:	Philadelphia, PENNSYLVANIA 19103																

CH \$280.00 10401423

500169886

PATENT
REEL: 018437 FRAME: 0692

ATTORNEY DOCKET NUMBER:

D0447.0001

NAME OF SUBMITTER:

Lynda L. Calderone

Total Attachments: 8

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EXECUTION VERSION

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Agreement"), dated as of October 4, 2006, is made between Durakon Industries, Inc., a Michigan corporation (the "Grantor"), and The CIT Group/Business Credit, Inc., a New York corporation, as agent for the Lenders party to the Financing Agreement (as defined below) from time to time (together with its successors and assigns, the "Agent").

WITNESSETH:

WHEREAS, the Agent, the Grantor and Benton Plastics, Inc., a Maine corporation ("Benton") (the Grantor and Benton, collectively, the "Borrowers"), are parties to a Financing Agreement of even date herewith (as amended, extended, renewed, supplemented, substituted or otherwise modified from time to time, the "Financing Agreement"); and

WHEREAS, pursuant to the Financing Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of the Patents (as defined below) to secure all of the Obligations of the Borrowers; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Agent and the Lenders to make loans and the other financial accommodations described in and pursuant to the Financing Agreement, the Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Patents"):

All of the Grantor's present and hereafter acquired right, title and interest in and to patents, patent applications, registrations, all reissues and renewals thereof, including, without limitation, those referred to in Item A of Schedule 1 attached hereto, all licenses thereof, including, without limitation, those referred to in Item B of Schedule 1 attached hereto, all inventions and improvements claimed thereunder, all general intangibles, intellectual property and other rights of the Grantor with respect thereto, and all income, royalties and other Proceeds of the foregoing.

Notwithstanding the foregoing, "Patents" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the

foregoing Patents as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent, for the benefit of the Lenders, in the Patents 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 Agent, for the benefit of the Lenders, under the Financing Agreement. The Financing Agreement (and all rights and remedies of the Agent, for the benefit 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 Agent and the Lenders with respect to the security interest in the Patents granted hereby are more fully set forth in the Financing 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. Termination. This Agreement shall remain in full force and effect until the date on which the Obligations have been paid and performed in full in cash and the Financing Agreement and all commitments thereunder have been terminated, at which time the Agent shall promptly release all of the liens and security interests hereunder in the Trademarks. In the event that all or any part of the payments described in this Section 5 are rescinded or recovered directly or indirectly from the Agent or any Lender as a preference, fraudulent transfer or otherwise (whether by demand, settlement, litigation or otherwise), such rescinded or recovered payments shall constitute Obligations and the obligations of Grantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be.

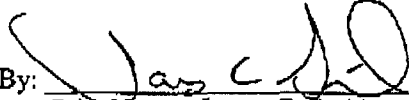
Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Signatures Begin on Next Page

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as an instrument under seal by its officer thereunto duly authorized as of the date first above written.

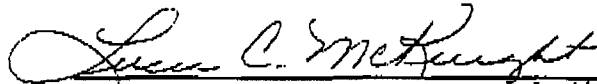
Grantor:

DURAKON INDUSTRIES, INC.

By: 
Print Name: James C. Smith
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

STATE OF MICHIGAN)
) ss.
County of LAPEER)

The foregoing instrument was acknowledged before me this 4 day of October, 2006, by James C. Smith, the Vice President, Chief Financial Officer, Secretary and Treasurer of Durakon Industries, Inc., a Michigan corporation, on behalf of said corporation.


(Print Name of Notary Public): LUCIA C MCKNIGHT
My commission expires: 11-27-2007
Qualified in the State of Michigan

Signatures Continued on Next Page

(Signature Page for Durakon Industries Patent Security Agreement)

Agent:

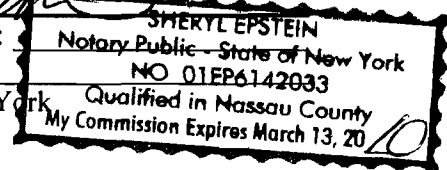
THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: Cyntra A. Trani
Print Name: Cyntra Trani
Title: Senior Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF New York

The foregoing instrument was acknowledged before me this 4 day of October, 2006, by Cyntra Trani, the Senior Vice President of The CIT Group/Business Credit, Inc., a New York corporation, as Agent, on behalf of said corporation.

[Signature]
(Print Name of Notary Public):
My commission expires: _____
Qualified in the State of New York



(Signature Page for Durakon Industries Patent Security Agreement)

SCHEDULE I
to Patent Security Agreement

Item A. Patents

Issued Patents

	Title	Country	Patent No.	Issue Date	Inventor
1.	Tailgate Cap & Cover Assembly	US	4,707,016	11/17/1987	Dean McDonald
2.	Spring Clip Fastener System	US	4,740,027	04/26/1998	Stephen Ormiston
3.	Truck Bed Liner Retainer	US	4,768,822	09/06/1988	Jerald Gower
4.	Utility Box	US	4,848,626	07/18/1989	John E. Waters
5.	Liner – Van Cargo Compartment	US	4,917,431	04/17/1990	Dean McDonald
6.	Tailgate Protector	US	5,000,503	03/19/1991	James Bernatek
7.	Tray Combinations	US	5,094,375	03/10/1992	David W. Wright
8.	Under the Rail Liner w/Tabs	US	5,100,193	03/31/1992	J. Opera, J. Gower
9.	Clip-on tailgate protector	US	5,169,201	12/08/1992	Jerald Gower
10.	Truck Bed Liner	US	5,207,472	05/04/1993	Jerald Gower
11.	Vehicle Cargo Tray Movable Div.	US	5,269,447	12/14/1993	J. Gower, K. Trent, G. Godwin, G. Reeves
12.	Storage Trunk	US	D352,459	11/15/1994	Jerald Gower
13.	Trunk for Truck Bed	Mexico	7,023	11/16/1994	Jerald Gower
14.	Tray Combinations	US	5,381,940	01/17/1995	David W. Wright
15.	Improved Truck Bed Liner	Mexico	182,223	07/26/1996	Jerald Gower
16.	Tie Down Assembly	US	5,738,471	04/14/1998	E. Zentner, J. McCammon
17.	Sidewall Protect Panel	US	5,803,524	09/08/1998	Jerry McCammon
18.	Running Board GMC	US	D400,149	10/27/1998	Edward Zentner
19.	Running Board Dodge	US	D400,150	10/27/1998	Edward Zentner
20.	Running Board Ford	US	D400,151	10/27/1998	Edward Zentner
21.	Running Board Dodge	US	D400,152	10/27/1998	Edward Zentner
22.	Running Board Ford	US	D400,485	11/03/1998	Edward Zentner
23.	Running Board Ford	US	D400,486	11/03/1998	Edward Zentner
24.	Conductive Bed Liner	US	5,899,519	05/04/1999	Satish J. Doshi
25.	Charge Dissipating Truck Bed Liner 066	US	6,024,396	02/15/2000	Satish J. Doshi
26.	Liner Enhanced Friction	US	6,048,017	04/11/2000	Satish J. Doshi
27.	Charge Dissipating Truck Bed Liner 077	US	6,176,537	01/23/2001	Satish J. Doshi
28.	Cargo Van Bulkhead	US	6,357,979	03/19/2002	J. Montagna, J. Gower, R. Whiteside

	Title	Country	Patent No.	Issue Date	Inventor
29.	Panel Structure & make method	US	6,403,195	06/11/2002	J. Montagna, L. Smith, Zbigniew Pedzinski
30.	Charge Dissipating Truck Bed Liner 076	Mexico	212,846	02/07/2003	Satish J. Doshi
31.	Charge Dissipating Fiber Reinforced bed liner	US	6,604,778	08/12/2003	Satish J. Doshi
32.	Six Station Rotary Thermoforming Machine	US	6,705,853	03/16/2004	Gary J.Nehring
33.	Six Station Rotary Thermoforming Machine	GB	2,369,084	10/06/2004	Gary J. Nehring
34.	Process for Mfg Thermoformed Art Grained	US	6,841,105	01/11/2005	Gary J. Nehring
35.	Co-Formed Bed Liner Having Enhanced Friction	US	6,848,733	02/01/2005	J. Montagna, G. Nehring, D. LaBelle
36.	Six Station Rotary Thermoforming Machine	Mexico	231,149	10/07/2005	G. Nehring
37.	Charge dissipating Bed Liner	Mexico	235,107	03/22/2006	Satish J. Doshi
38.	Co-Formed Bed Liner Having Enhanced Friction	US	7,086,680	08/08/2006	J. Montagna, G. Nehring, D. LaBelle

Pending Patent Applications

	Title	Country	Application/Publication No.	Applied/Publication Date
1.	Panel structure with rigid foam core	US	WO 02/009934 A1	02/07/2002
2.	Six Station Rotary Thermoforming Machine	BR	PI0105202-0	10/19/2001
3.	Six Station Rotary Thermoforming Machine	CA	2,359,282	04/20/2002
4.	Six Station Rotary Thermoforming Machine	Germany	10151629.0	07/04/2002
5.	Six Station Rotary Thermoforming Machine	Japan	322895/2001	10/19/2001
6.	Method of Mfg Printed and Laminated Bed and Bed Liner	US	US2004-0188006A1	09/30/2004
7.	Co-Formed Bed Liner Having Enhanced Friction	CA	2,447,426	05/08/2004
8.	Co-Formed Bed Liner Having Enhanced Friction	MX	2003/010216	11/07/2003
9.	Method of Mfg Composite Vehicle Panels	US	2005/0140177 A1	06/30/2005
10.	Method of Mfg Composite Vehicle Panels	US	W02005/065123 A1	07/21/2005

	Title	Country	Application/Publication No.	Applied/Publication Date
11.	Method of Mfg Composite Vehicle Panel	WO	2005/065114A1	12/03/2004
12.	Method of Mfg Composite Vehicle Panels	US	2005/0142333A1	06/30/2005
13.	Running Board for Vehicle with Class A Finish	US	2005/0093266 A-1	05/05/2005
14.	Running Board for Vehicle with Class A Finish	WO	W02005/047058 A2	08/18/2005
15.	Formation of Wide Paint Films	US	2005/0023729 A1	02/03/2005
16.	Process for Application of Paint Films	US	11/253,409	10/19/05
17.	Uniformly Thick Thermoforming	US	60/725,855	10/12/05
18.	Rail Car Plug Door Composite Panels	US	11/396,198	03/31/05
19.	Method of Manufacturing Composite Vehicle Panels	CA	2,544,275 AA	12/07/04
20.	Running Board for Vehicle Having Class A Finish	CA	2,544,541AA	10/01/04
21.	Formation of Wide Paint Films	WO	WO/2005/011958 A1	07/23/04
22.	Method of Manufacturing Printed and Laminated Bed and Bed Liner	AU	AU 4201150AA	03/18/04
23.	Method of Manufacturing Printed and Laminated Bed and Bed Liner	CA	2460656	03/11/04
24.	Method of Manufacturing Printed and Laminated Bed and Bed Liner	MX	MX4002877A	07/31/03
25.	Formed Bed Liner Having Enhanced Frictional Characteristics	US	11/487,710	07/17/06
26.	Method of Manufacturing Laminated Bed and Bed Liner	US	11/484,089	07/11/06
27.	Panel Structure with Rigid Foam Core	Japan	2002-210814	07/27/01
28.	Formation of Wide Paint Films	US	10/743,936	12/23/03
29.	Tonneau Cover (Design)	US	29/238,298	09/13/05
30.	Tonneau Cover (Design)	CA	112,763	09/26/05
31.	Bedliner Clip	US	11/095,744	03/23/05
32.	Tonneau Cover (Assignment from inventors to Grantor pending)	WO	PCT/US2006/35441	09/11/06
33.	Formation of Wide Paint Film Parts	WO	PCT/US2004/23824	12/23/2003
34.	Thin Wall Wheelhouse Cover (Assignment to Grantor pending)	US	60/834,751	08/01/2006

Patent Applications in Preparation

Title	Country	Inventor's Name
Uniformly Thick Thermoforming	US	D. LaBelle G. Nehring

Item B. Patent Licenses

NONE.