

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest - First Lien
CONVEYING PARTY DATA	
Name	Execution Date
Meridian Automotive Systems - Grand Rapids Operations, Inc.	01/24/2007
RECEIVING PARTY DATA	
Name:	Deutsche Bank Trust Company Americas, as Collateral Agent
Street Address:	60 Wall Street
City:	New
State/Country:	NEW YORK
Postal Code:	10006
PROPERTY NUMBERS Total: 6	
Property Type	Number
Patent Number:	5897089
Patent Number:	5883457
Patent Number:	5876007
Patent Number:	5791618
Patent Number:	5527008
Patent Number:	4953771
CORRESPONDENCE DATA	
Fax Number:	(212)354-8113
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-819-8200
Email:	JGenova@whitecase.com
Correspondent Name:	White & Case LLP
Address Line 1:	1155 Avenue of the Americas
Address Line 2:	Patent Department
Address Line 4:	New York, NEW YORK 10036
ATTORNEY DOCKET NUMBER:	1111779-1642MASGRANDFIRST

OP \$240.00 5897089

PATENT

NAME OF SUBMITTER:

Frances B. Cutajar

Total Attachments: 7

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GRANT OF SECURITY INTEREST
IN UNITED STATES PATENTS
(FIRST-LIEN TERM SECURITY AGREEMENT)

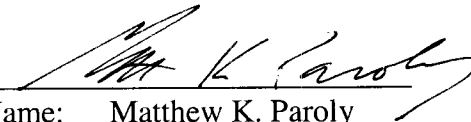
FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Meridian Automotive Systems – Grand Rapids Operations, Inc., a Michigan corporation (the “Grantor”) with principal offices at 999 Republic Drive, Allen Park, MI 48101, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent under the below-described Security Agreement, with principal offices at 60 Wall Street, New York, NY 10006, (the “Grantee”), a security interest in (i) all of the Grantor’s rights, title and interest in and to the United States patents (the “Patents”) set forth on Schedule A attached hereto, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Patents, and (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Patents or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the First-Lien Term Security Agreement among the Grantor, the other Assignors from time to time party thereto and the Grantee, dated as of December 29, 2006 (as amended, modified, restated and/or supplemented from time to time, the “Security Agreement”). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Patents acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
24th day of January, 2007.

MERIDIAN AUTOMOTIVE SYSTEMS –
GRAND RAPIDS OPERATIONS, INC., Grantor

By: 
Name: Matthew K. Paroly
Title: Vice President


STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

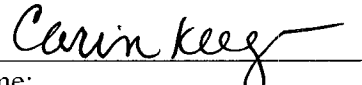
On this 24th day of January, 2007, before me personally came Matthew K. Paroly who, being by me duly sworn, did state as follows: that he is Vice President of Meridian Automotive Systems – Grand Rapids Operations, Inc., that he is authorized to execute the foregoing Grant on behalf of said company and that he did so by authority of the Board of Directors of said company.

SUZANNE JAVAN
Notary Public - Oakland County, MI
My Commission Expires 08/28/2008

Suzanne Javan
Notary Public

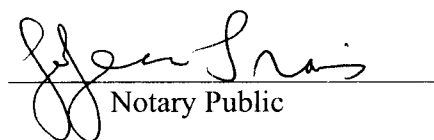
DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By: 
Name: MARGUERITE SUTTON
Title: DIRECTOR

By: 
Name: Carin Keegan
Title: Carin Keegan
Vice President

STATE OF New York
COUNTY OF New York) ss:

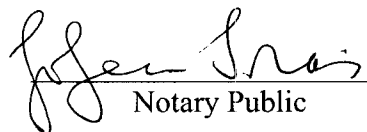
On this 28th day of DEC, 2006, before me personally came MARGUERITE
SUTTON who, being by me duly sworn, did state as follows: that [s]he is
DIRECTOR of Deutsche Bank Trust Company Americas, that [s]he is authorized to
execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of
the Board of Directors of said corporation.


Notary Public

JOJEAN TRAVIS
Registration No. 01TR501324
New York County
July 15, 2007

STATE OF New York)
) ss:
COUNTY OF New York

On this 28th day of DEC, 2006, before me personally came CARIN
KEEGAN who, being by me duly sworn, did state as follows: that [s]he is
V.P. of Deutsche Bank Trust Company Americas, that [s]he is authorized to
execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of
the Board of Directors of said corporation.


Notary Public

JOJEAN DAVIS
Registration No. 01TR501324
New York County
July 15, 2007

U.S. PATENTS

Patent	Patent No.	Issue Date
Container Holder	5,897,089	04-27-99
Organic Matrix for Acoustic Reflector Array	5,883,457	03-16-99
Container Holder	5,876,007	03-02-99
Container Holder	5,791,618	08-11-98
Container Holder	5,527,008	06-18-96
Drawer Mounted Cup Holder	4,953,771	09-04-90