

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	ASSIGNMENT
-----------------------	------------

CONVEYING PARTY DATA	
Name	Execution Date
Komagata Holding B.V.	12/14/2007

RECEIVING PARTY DATA	
Name:	MAPS Holdings, Inc.
Street Address:	36600 Corporate Drive
City:	Farmington Hills
State/Country:	MICHIGAN
Postal Code:	48331

PROPERTY NUMBERS Total: 48

Property Type	Number
Application Number:	10529929
Application Number:	10530325
Application Number:	10580971
Application Number:	10748047
Application Number:	10535872
Application Number:	11718215
Application Number:	11722507
Application Number:	11817349
Application Number:	10130088
Patent Number:	4923759
Patent Number:	5013379
Patent Number:	4906171
Patent Number:	5067885
Patent Number:	5069853
Patent Number:	5014464

OP \$1920.00 10529929

Patent Number:	5001867
Patent Number:	5115007
Patent Number:	5221707
Patent Number:	5137675
Patent Number:	5326592
Patent Number:	5255470
Patent Number:	5317835
Patent Number:	5363537
Patent Number:	5396733
Patent Number:	5503700
Patent Number:	5345718
Patent Number:	5423147
Patent Number:	5635274
Patent Number:	5488092
Patent Number:	5622008
Patent Number:	6103168
Patent Number:	6402874
Patent Number:	5671967
Patent Number:	6321490
Patent Number:	6070363
Patent Number:	7171785
Patent Number:	4989369
Patent Number:	5038521
Patent Number:	5048170
Patent Number:	5219382
Patent Number:	5621290
Patent Number:	5699603
Patent Number:	5839232
Patent Number:	5882766
Patent Number:	6082048
Patent Number:	6996936
Patent Number:	6790498
Patent Number:	7316447

CORRESPONDENCE DATA

Fax Number: (202)955-5564
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2024192407
Email: elizabeth.vary@hklaw.com
Correspondent Name: Elizabeth F. Vary, Holland & Knight LLP
Address Line 1: 2099 Pennsylvania Avenue, NW
Address Line 2: Suite 100
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:

Elizabeth F. Vary

Total Attachments: 8

source=komagatassign__Sep_29_2008_11_13_28_126#page1.tif
source=komagatassign__Sep_29_2008_11_13_28_126#page2.tif
source=komagatassign__Sep_29_2008_11_13_28_126#page3.tif
source=komagatassign__Sep_29_2008_11_13_28_126#page4.tif
source=komagatassign__Sep_29_2008_11_13_28_126#page5.tif
source=komagatassign__Sep_29_2008_11_13_28_126#page6.tif
source=komagatassign__Sep_29_2008_11_13_28_126#page7.tif
source=komagatassign__Sep_29_2008_11_13_28_126#page8.tif

ASSIGNMENT AND ACCEPTANCE

Dated December 14, 2007

Reference is made to the Credit Agreement, dated as of January 18, 2007, as amended, by and among Henniges Automotive GMBH & Co. KG (the "Borrower"), Komagata Holding B.V. (the "Lender") and the guarantors party thereto. Capitalized terms used herein which are defined in the Credit Agreement and not otherwise defined herein shall have the same meaning herein as set forth therein.

Lender (the "Assignor") and MAPS Holdings, Inc. (the "Assignee") agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, without recourse, representation or warranty (except as expressly provided in the Stock and Loan Purchase Agreement, dated October 17, 2007, as amended (the "Purchase Agreement") among Cerberus Partners L.P., Madeleine LLC, Assignor and Assignee), and the Assignee hereby purchases and assumes from the Assignor, all of the Assignor's rights and obligations with respect to the Loan under the Credit Agreement and the other Loan Documents as of the Effective Date (as defined below) (the "Assigned Interest"), the amounts of which (including, without limitation, the outstanding principal and PIK interest amount of the Loan made by the Assignor) are reflected on Exhibit A hereto.
2. The aggregate purchase price to be paid by the Assignee to the Assignor for the Assigned Interest shall be US\$1.00, and shall be payable on the date hereof.
3. The Assignee represents and warrants that it has become a party hereto solely in reliance upon its own independent investigation of the financial and other circumstances surrounding the Loan Parties, the Collateral, the Loan and all aspects of the transactions evidenced by or referred to in the Loan Documents, that it has received all documents and information it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement or has otherwise satisfied itself thereto, and that it is not relying upon any representation, warranty or statement (except any such representation, warranty or statement expressly set forth in this Agreement) of the Assignor in connection with the assignment made under this Agreement. The Assignee further acknowledges that the Assignee will, independently and without reliance upon the Assignor, the Agent or any other Lender and based upon the Assignee's review of such documents and information as the Assignee deems appropriate at the time, make and continue to make its own credit decisions in entering into this Agreement and taking or not taking action under the Loan Documents. The Assignor shall have no duty or responsibility either initially or on a continuing basis to make any such investigation or any such appraisal on behalf of the Assignee or to provide the Assignee with any credit or other information with respect thereto, whether coming into its possession before the making of the initial extension of credit under the Credit Agreement or at any time or times thereafter.
4. The Assignee represents and warrants to the Assignor that it has experience and expertise in the making of loans such as the Loan or with respect to the other types of credit which may be extended under the Credit Agreement; that it has acquired its

Assigned Interest for its own account and not with any intention of selling all or any portion of such interest; and that it has received, reviewed and approved copies of all Loan Documents.

5. Each party to this Agreement represents and warrants to the other party to this Agreement that it has full power and authority to enter into this Agreement and to perform its obligations under this Agreement in accordance with the provisions of this Agreement, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, moratorium or other similar laws affecting creditors' rights generally and by general equitable principles.

6. Each party to this Agreement represents and warrants that the making and performance by it of this Agreement do not and will not violate any law or regulation of the jurisdiction of its organization or any other law or regulation applicable to it.

7. Each party to this Agreement represents and warrants that all consents, licenses, approvals, authorizations, exemptions, registrations, filings, opinions and declarations from or with any agency, department, administrative authority, statutory corporation or judicial entity necessary for the validity or enforceability of its obligations under this Agreement have been obtained, and no governmental authorizations other than any already obtained are required in connection with its execution, delivery and performance of this Agreement.

8. The Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement and the other Loan Documents are required to be performed by it as a Lender.

9. The Assignee specifies as its address for notices the office set forth beneath its name on the signature pages hereof.

10. The effective date for this Assignment and Acceptance shall be the date on which Assignee has delivered the Purchase Price (as defined in the Purchase Agreement) in accordance with Section 4.2(b)(i) of the Purchase Agreement (the "Effective Date").

11. As of the Effective Date (i) the Assignee shall, in addition to the rights and obligations under the Credit Agreement and the other Loan Documents held by it immediately prior to the Effective Date, have the rights and obligations under the Credit Agreement and the other Loan Documents that have been assigned to it pursuant to this Agreement, and (ii) the Assignor shall, to the extent provided in this Agreement, relinquish its rights and be released from its obligations under the Credit Agreement and the other Loan Documents that have been assigned by the Assignor to the Assignee pursuant to this Agreement.

12. From and after the Effective Date, Assignee shall be entitled to receive from the Borrower all payments under the Credit Agreement in respect of the rights assigned hereby (including, without limitation, all payments of principal, interest and fees with respect thereto) to the Assignee. If the Assignor receives or collects any payment of interest or fees attributable to the interests assigned to Assignee by this Agreement which has accrued after the Effective Date, the Assignor shall distribute to the Assignee such payment. If the Assignee

receives or collects any payment of interest or fees which is not attributable to the interests assigned to the Assignee by this Agreement or which has accrued on or prior to the Effective Date, the Assignee shall distribute to the Assignor such payment.

13. This Agreement is executed and delivered pursuant to, and made subject to, and with the benefit of the representations and warranties, covenants, terms, conditions and other provisions of the Purchase Agreement, subject to Section 11.1 and Section 11.2 of the Purchase Agreement. Assignor makes no representations or warranties with respect to the Assigned Interest, whether express or implied, other than those expressly set forth herein or in the Purchase Agreement.

14. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely therein without consideration as to choice of law.

15. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

KOMAGATA HOLDING B.V.

By: _____
Name: J.J. Zweerts
Title: Managing Director

By: _____
Name: B.A.J. Hoogenkamp
Title: Managing Director

NOTICE ADDRESS AND PAYMENT
INSTRUCTIONS FOR ASSIGNOR

WIRE TRANSFER INSTRUCTIONS:

MAPS HOLDINGS, INC.

By: _____
Name:
Title:

NOTICE ADDRESS AND PAYMENT
INSTRUCTIONS FOR ASSIGNEE

WIRE TRANSFER INSTRUCTIONS:

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

KOMAGATA HOLDING B.V.


By: _____
Name:
Title:

By: _____
Name:
Title:

NOTICE ADDRESS AND PAYMENT
INSTRUCTIONS FOR ASSIGNOR

WIRE TRANSFER INSTRUCTIONS:

MAPS HOLDINGS, INC.

By:  _____
Name: Ian M. Kirson
Title: Vice President

NOTICE ADDRESS AND PAYMENT
INSTRUCTIONS FOR ASSIGNEE

WIRE TRANSFER INSTRUCTIONS:

EXHIBIT A

Amount of Loan owned by Assignor	Amount of Portion of Assignor's Loan to be assigned to Assignee	Percentage Interest of total Loan to be assigned to Assignee
\$42,894,000.00 Funded portion: \$42,894,000.00 (including PIK interest)	\$42,894,000.00 Funded portion: \$42,894,000.00 (including PIK interest)	100.00%

* Specify percentage to no more than 4 decimal points.

PATENT APPLICATIONS AND PATENTS

Patent Applications:

Application Number	Name of Proposed Patent
10529929	Sealing, trimming or guiding strips (Stuck Corner)
10530325	Sealing, trimming or guiding strips (Continuous Extrusion)
10580971	Sealing, trimming or finishing strips (Stopper Seal)
10748047	Weatherstrip having hybrid carrier
10535872	Bent Carrier
11718215	Corner Lip III
11722507	Connected Division Bar
11817349	Flex-Hybrid Glassrun
10130088	T-Trim

Patents:

Patent Number	Abbreviated Patent Name
4923759	Cohesive Bonding Process
5013379	Cohesive Bonding Process
4906171	Extruder Die Assembly
5067885	Extruder Die Assembly
5069853	Extruder Die Assembly
5014464	Window Pane Sealing Strip
5001867	Door Glass Cassette
5115007	Abrasion Resistant Blend
5221707	Abrasion Resistant Blend
5137675	App & Meth for Coextruding
5326592	In-Die Solution Coating
5255470	Vehicle Door Glass Regulator
5317835	Window Enclosure
5363537	Vehicle Window Seal
5396733	Seal Assembly for Window
5503700	Seal Assembly for Window
5345718	Glass Run Guide
5423147	Wireless Carrier Seal

27

Patent Number	Abbreviated Patent Name
5635274	Molded Glass Run
5488092	Low Voc Composition
5622008	Weatherstrip With Foot
6103168	Meth for Molded Applique
6402874	Meth for Molded Applique
5671967	Coextruded Vehicle Sill
6321490	Mechanically Interlocked Weatherstrip
6070363	Mechanically Interlocked Weatherstrip
7171785	Two Piece Outer Belt Weather Strip
4989369	Air Bolt
5038521	Flush Reinforcement
5048170	App for Fitting Strips Ring Assembly
5219382	Vulcanised Seal
5621290	Safety Guard
5699603	Sealing Assemblies & Method Flocked Corner
5839232	Sealing Assemblies & Method Flocked Corner
5882766	Sealing Strips Channel Grip
6082048	Sealing Trimming Strips Two-Mix 2
6996936	Sealing & Guiding Strip Hidden Mould
6790498	Slitted Foil
7316447	Cowl Vent

5635790_v1