


04/30/2004  
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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 8/30/2005) Tab settings		<b>RECORDATION FORM COVER SHEET TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): <u>Bank of America, N.A. formerly known as Bank of America National Trust and Savings Association, as Administrative Agent</u> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Commercial Bank - North Carolina</u> Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>see rider 2 - Name and Address of Internet Receiving Party</u> Address: _____ Street Address: _____ City: _____ State: _____ Zip: _____ <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</small>		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Termination and Release of Security Interest</u> Execution Date: <u>April 28, 2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>none</u>			B. Trademark Registration No.(s) <u>1,388,787 and 1,275,222</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher J. Andrew</u> Internal Address: <u>Debevoise &amp; Plimpton LLP</u> _____ _____ Street Address: <u>919 Third Avenue</u> _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>			6. Total number of applications and registrations involved: ..... <u>2</u> 7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>501997</u>		
<b>DO NOT USE THIS SPACE</b>					
9. Signature. <u>Christopher J. Andrew</u> <u></u> <u>4/29/04</u> Name of Person Signing                      Signature                      Date <small>Total number of pages including cover sheet, attachments, and documents: <u>7</u></small>					

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

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**Rider 2 – Name and Address of Receiving Party:**

Meridian Automotive Systems - Grand Rapids Operations, Inc.  
formerly known as The Leslie Metal Arts Co., Inc.

550 Town Center Drive  
Dearborn, Michigan 48126

Corporation - Michigan

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**TERMINATION AND RELEASE OF  
SECURITY INTEREST IN TRADEMARKS**

TERMINATION AND RELEASE, dated as of April 28, 2004, from Bank of America, N.A., formerly known as Bank of America National Trust and Savings Association, a North Carolina commercial bank having a principal place of business at 335 Madison Avenue, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") which are from time to time parties to the Credit Agreement (as hereinafter defined), to Meridian Automotive Systems - Grand Rapids Operations, Inc., formerly known as The Leslie Metal Arts Co., Inc., a Michigan corporation having a principal place of business at 550 Town Center Drive, Dearborn, Michigan 48126 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of April 30, 1997 (as amended and restated as of October 13, 1998, and as further amended and restated as of May 25, 1999 and July 14, 2000 and as amended by the First Amendment and Waiver thereto, dated as of September 29, 2000, the Second Amendment and Waiver thereto, dated as of December 15, 2000, the Third Amendment and Waiver thereto, dated as of January 31, 2001, the Fourth Amendment and Waiver thereto, dated as of March 12, 2001, the Fifth Amendment and Waiver thereto, dated as of March 29, 2001, the Sixth Amendment thereto, dated as of December 9, 2002, the Seventh Amendment thereto, dated as of March 26, 2003, the Waiver thereto, dated as of February 27, 2004, the Second Waiver thereto, dated as of March 31, 2004 and the Third Waiver thereto, dated as of April 15, 2004), among Meridian Automotive Systems, Inc. (the "Borrower"), the Lenders and the Agent (as amended from time to time, the "Credit Agreement"), and the Security Agreements (as hereinafter defined).

**WITNESSETH:**

WHEREAS, pursuant to that certain (i) Guarantee and Collateral Agreement, dated as of April 30, 1997, as amended and restated as of October 13, 1998, and as further amended and restated as of July 14, 2000 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, the Grantor, the other grantors from time to time party thereto and the Agent, (ii) Assumption Agreement, dated as of May 25, 1999, made by the Grantor in favor of the Agent (the "Assumption Agreement") and (iii) Grant of Security Interest in United States Trademarks, dated as of July 14, 2000 (the "Grant of Security Interest in Trademarks"), and together with the Guarantee and Collateral Agreement and the Assumption Agreement, the "Security Agreements"), made by the Grantor in favor of the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Assumption Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on June 22, 1999, at Reel 001918, Frame 0975; and

WHEREAS, the Grant of Security Interest in Trademarks was recorded in the Trademark Division of the United States Patent and Trademark Office on October 3, 2000, at Reel 002157, Frame 0057; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or thereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, and State thereof or any other county or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule L, and (ii) the right to obtain all renewals thereof.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

3. Further Assurances: At the expense of the Grantor, the Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions requested by the Grantor that are necessary or reasonably desirable for the release of such Security Interest.

\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,  
as Agent

By: Eileen C. Higgins  
Name: Eileen C. Higgins  
Title: Principal

ACKNOWLEDGMENT

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

On April 28, 2004, before me, the undersigned, personally appeared

EILEEN C. HIGGINS

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.

*Hannelore Gabriela Braunstein*  
(signature and office of individual taking acknowledgment)

HANNELORE-GABRIELA BRAUNSTEIN  
Notary Public, State of New York  
No. 01BR6060758  
Qualified in Kings County  
Commission Expires July 2, 2007

SCHEDULE I

U.S. Trademark Registrations

<u>Trademark</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>
LESCOA	06-11-84	73/484,314	04-08-86	1,388,787	Registered
A LESCOA CABINETMATE	12-14-81	73/341,684	04-24-84	1,275,222	Registered

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