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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 8/30/2005) Tab settings		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		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): Rider 1 Name of Conveying Parties <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 type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			2. Name and address of receiving party(ies): Meridian Automotive Systems-Composites Operations, Inc., formerly-known-as Cambridge Acquisition Corp. and successor-in-interest to Cambridge Industries, Inc. Street Address: <u>550 Town Center Drive, Suite 475</u> City: <u>Dearborn</u> State: <u>MI</u> Zip: <u>48126</u> <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Michigan</u> <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)</small> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>April 27, 2004</u>					
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>none</u> B. Trademark Registration No.(s) <u>Rider 4.B.</u> <u>Trademark Registrations</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input 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 & 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: 6		
			7. Total fee (37 CFR 3.41).....\$ 165.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
			8. Deposit account number: <u>501997</u>		
DO NOT USE THIS SPACE					
B. Signature. <u>Christopher J. Andrew</u>  <u>4/27/04</u> Name of Person Signing Signature Date Total number of pages including cover sheet, attachments, and document 18					

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

CH \$165.00 501997 041030E

Rider 1: Names of Conveying Parties:

1. Cambridge Industries Holdings, Inc.
555 Horace Brown Drive
Madison Heights, Michigan 48071

Corporation - Delaware

2. Cambridge Industries, Inc.
555 Horace Brown Drive
Madison Heights, Michigan 48071

Corporation - Delaware

3. CE Automotive Trim Systems, Inc.
555 Horace Brown Drive
Madison Heights, Michigan 48071

Corporation - Michigan

Rider 4.B. Trademark Registrations:

	<u>Trademark</u>	<u>Reg. No.</u>
1.	ANCHOR PLASTICS COMPANY AND DESIGN	410,308
2.	CAMBRIDGE INDUSTRIES AND DESIGN	1,924,349
3.	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	2,015,011
4.	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE AND DESIGN	2,015,012
5.	TWIN TINT	709,167
6.	PLASTI-KROME	680,593

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

RICHARD E. NEWSTED, being duly sworn, deposes and says:

1. I am currently the Executive Vice President and Chief Financial Officer of Meridian Automotive Systems, Inc., a Michigan corporation, with chief executive offices at 550 Town Center Drive, Suite 475, Dearborn, Michigan 48126.

2. Meridian Automotive Systems – Composites Operations, Inc. is a wholly-owned subsidiary of Meridian Automotive Systems, Inc. and previous to July 19, 2000 was known as Cambridge Acquisition Corp.

3. Pursuant to an Asset Purchase Agreement, dated as of May 9, 2000, by and among Cambridge Industries Holdings, Inc., Cambridge Industries, Inc., CE Automotive Trim Systems, Inc. as Seller and Cambridge Acquisition Corp. as Purchaser, Cambridge Acquisition Corp. agreed to purchase all of Seller's right, title and interest in, to and under the Purchased Assets (as defined therein), including without limitation all of the patents, patent applications, trademarks, trademark applications and registrations, copyrights and copyright applications and registrations (together, the "Intellectual Property") of Cambridge Industries, Inc., a then-bankrupt and now-dissolved corporation.

4. Pursuant to the attached Bill of Sale, dated as of July 14, 2000, the Seller sold, conveyed, assigned, transferred and delivered to Cambridge Acquisition Corp. the Purchased Assets.

5. The attached Schedule 1 is a true and correct list of the Intellectual Property that was sold, conveyed, assigned, transferred and delivered to Cambridge Acquisition Corp. under the Bill of Sale.


RICHARD E. NEWSTED

Signed and sworn to before me
this 27th day of April, 2004.


Notary Public

RALPH CARTER
Notary Public, State of New York
No. 01CA5074658
Qualified in New York
Commission Expires March 17, 2007

BILL OF SALE

This BILL OF SALE, dated as of July 14, 2000 (the "Bill of Sale"), is entered into by and among CAMBRIDGE INDUSTRIES HOLDINGS, INC., a Delaware corporation, CAMBRIDGE INDUSTRIES, INC., a Delaware corporation, CE AUTOMOTIVE TRIM SYSTEMS, INC. a Michigan corporation (together all of such entities, "Seller"), and CAMBRIDGE ACQUISITION CORP., a Delaware corporation ("Purchaser").

WITNESSETH:

WHEREAS, pursuant to that certain Asset Purchase Agreement dated as of May 9, 2000 (the "Purchase Agreement"), by and among Seller, Purchaser and, but only with respect to Section 6.2 and Section 15.13 of the Purchase Agreement, Meridian Automotive Systems, a Michigan corporation, including the Schedules thereto, Seller has agreed to cause to be sold, conveyed, assigned, transferred and delivered all of Seller's rights, title and interests in and to the Purchased Assets, as more fully described in the Purchase Agreement and in the relevant Schedules delivered in connection therewith, to Purchaser, and Purchaser has agreed to purchase, acquire and accept such Purchased Assets, free and clear of all Encumbrances, except for Assumed Liabilities, from Seller, all as more fully described in the Purchase Agreement; and

WHEREAS, pursuant to the Purchase Agreement, Purchaser and Seller have deemed it necessary to cause the parties hereto to enter into this Bill of Sale pursuant to which such Purchased Assets will be conveyed to Purchaser.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Defined Terms. Capitalized terms which are used but not defined in this Bill of Sale shall have the meanings ascribed to such terms in the Purchase Agreement.

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2. Assignment. Except as set forth in Section 3 below and subject to the terms and conditions of the Purchase Agreement, Seller does hereby sell, convey, assign, transfer and deliver to Purchaser all of Seller's rights, title and interests in and to the Purchased Assets, free and clear of all Encumbrances, other than Assumed Liabilities, as more fully described in Section 2.1 of the Purchase Agreement and the relevant Schedules delivered in connection therewith, to have and to hold the Purchased Assets hereby sold, conveyed, assigned, transferred and delivered and all right, title and interests of Seller thereto and therein unto the use of the Purchaser, its successors and assigns.

3. Assets Not Assigned. Notwithstanding anything herein to the contrary, this Bill of Sale does not sell, assign, transfer, convey or deliver to the Purchaser and the Purchaser has not purchased, acquired or accepted from Seller the Excluded Assets, as more fully described in Section 2.2 of the Purchase Agreement and the relevant Schedules delivered in connection therewith, it being understood that such Excluded Assets are specifically excluded from the Purchased Assets and shall be retained by Seller at and following the Closing Date.

4. Appointment. Seller hereby constitutes and appoints Purchaser and its successors and assigns as Seller's true and lawful attorney and attorneys, with full power of substitution, in Seller's name and stead, by, on behalf of and for the benefit of Purchaser and its successors and assigns, to demand and receive any and all of the Purchased Assets transferred hereunder and to give receipts and releases for and in respect of the same, and any part thereof, and from time to time to institute and prosecute, at the expense and for the benefit of Purchaser and its successors and assigns, any and all proceedings at law, in equity or otherwise, which Purchaser and its successors or assigns may deem proper for the collection or reduction to possession of any of the Purchased Assets transferred hereunder or for the collection and enforcement of any claim or right of any kind hereby sold, conveyed, assigned, transferred and delivered, and to do all acts and things in relation to the Purchased Assets transferred hereunder which Purchaser, and its successors or assigns, shall deem desirable, Seller hereby declaring that the foregoing powers are coupled with an interest and are and shall be irrevocable by Seller in any manner or for any reason whatsoever.

5. No Third Party Beneficiaries. Nothing in this instrument, express or implied, is intended or shall be construed to confer upon, or give to, any person other than Purchaser any remedy or claim under or by reason of this instrument or any agreements, terms, covenants or conditions hereof, and all the agree-

ments, terms, covenants and conditions in this instrument shall be for the sole and exclusive benefit of Purchaser and its permitted assigns.

6. Warranties. No express or implied representation, warranty or condition, statutory or other, is made or intended under this Bill of Sale. Notwithstanding the foregoing, nothing in this paragraph 6 shall be deemed to supersede, amend or modify any representation or warranty made in the Purchase Agreement by any of the parties hereto or thereto.

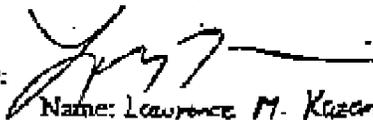
7. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

8. Governing Law. This Bill of Sale shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof, and to the extent applicable the Bankruptcy Code.

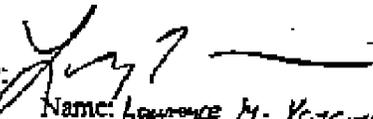
9. Further Acts. Purchaser and Seller shall from time to time after the date hereof, upon the request of the other party and without further consideration, execute, acknowledge and deliver in proper form any further instruments, and take such further actions as such other party may reasonably require, to carry out effectively the intent of this Bill of Sale.

IN WITNESS WHEREOF, this Bill of Sale has been duly executed and delivered by the duly authorized officers of the parties hereto as of the date first written above.

CAMBRIDGE INDUSTRIES HOLDINGS, INC.,

By: 
Name: Lawrence M. Kazanowski
Title: President & CEO

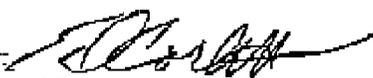
CAMBRIDGE INDUSTRIES, INC.,

By: 
Name: Lawrence M. Kazanowski
Title: President & CEO

CE AUTOMOTIVE TRIM SYSTEMS, INC.,

By: 
Name: Lawrence M. Kazanowski
Title: President & CEO

CAMBRIDGE ACQUISITION CORP.,

By: 
Name:
Title:

SCHEDULE 1

3. Seller has the following Intellectual Property Rights:

(a) See attached chart containing a list of patents, patent applications, registered trademarks, applications for registered trademarks registered copyrights and applications for registered copyrights used primarily in connection with the operation of or related to Seller's Business.

(b) The following logo:



(c) The following technology licensing agreements or arrangements (more fully described in Schedule 6.1(e)(i), Seller's Contracts:

- SMC Joint Research Agreement (September 20, 1999)
- Collaborative Agreement between E.I. Du Pont De Nemours and Company and Seller (February 15, 1995)
- Proprietary Information Exchange Agreement between Rockwell and Ashland (June 29, 1992)
- Strategic Alliance Agreement with Menzolit Fibron
- Joint Venture Agreement between EP Plastics Division and Dong Yang Ewha Industry Company, Ltd. (1993)
- Revised Moya License Agreement (April 23, 1999)

CAMBRIDGE INDUSTRIES - PATENT PORTFOLIO

File #	Title	Country	Serial #	Filing Date	Patent #	Issue Date	Status
P-301 FP-301 FP-301 FP-301	Blow Molded Interior Safety Panels	U.S. PCT Canada Germany	08/193,012 089311208 2,174,587 P 43 87 885,8	4/17/98 1/16/99 5/26/93 14/1993	6,700,050 5,700,050	12/23/97 12/23/97	Issued Issued Issued Issued
FP-301 FP-301 FP-301		Japan Mexico EPC	1-514410	14/1993	94 605616 B		Cancelled Abandoned
P-302 FP-302 FP-302 FP-302	Mourning Device for a Front Mounted Removable Handle	U.S. PCT Canada Mexico	210,572 096609885 2,198,588 96-110	01/04 8/8/98 8/4/98 3/29/98	8,510,917	5/28/98	Issued
P-303 FP-303 FP-303 FP-303	Method Panel Having a Descriptive Facing and Made from a Blend of Natural and Plastic Fibers and Process of Making Same	U.S. PCT Canada Mexico	348,331 US6616551 2,170,820 96-2580	12/2/94 12/4/96 12/4/96 7/23/98	5,514,286 5,614,286	3/23/97 3/28/97	Issued Issued
P-304 FP-304 FP-304 FP-304	Collapsible Arm Rest, Over Interior Trim Panel and Arm Rest Support Assembly	U.S. Canada Germany Mexico	380,055 2,177,005 199 09 985,5-21	7/30/96 6/21/98 3/14/98 9/28/98	5,627,004	6/18/98	Issued
P-305 FP-305 FP-305 FP-305	Pipe Mounting Bracket	U.S. Argentina PCT	359, 085 334,698 US9710309	12/9/94 12/7/98 12/9/98	6,547,162 6,547,162	8/20/95 8/20/95	Issued Abandoned Abandoned
P-307	Compression Molding of Sinter and Substrate Method of Fully Encapsulating Pill Sized Particle	U.S.	400,898	8/30/99	4,971,846		Abandoned

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CAMBRIDGE INDUSTRIES - PATENT PORTFOLIO

Patent No.	Title	Country	Pub. No.	Pub. Date	Issued Date	Expiration Date	Status
P-324	Resin Transfer Molding Apparatus	U.S.	4780242	12/6/94	5/19/01	2/16/03	Issued
P-325	In-Situ Thermoplastic Composite	U.S.	4780240	12/13/94	5/22/01	02/03	Issued
P-326	Composites Comprising Unsaturation Polymerizable Polymerizable Block Copolymer Coated Fiber Structures in a Polymer or Vinyl Ester Resin Matrix	U.S.	0782401	4/30/92	5/31/01	02/94	To Lapse
FP-326		EPC	93 201400.3	2/26/93			Abandoned
FP-326		France	93 301400.3	2/26/93			Abandoned
FP-326		Germany	93 301400.3	2/26/93			Abandoned
FP-326		Italy	93 301400.3	2/26/93			Abandoned
FP-326		Great Britain	93 301400.3	2/26/93			Abandoned
FP-326		Canada	2,082,108	2/26/93			Abandoned
FP-326		Japan	5-161768	3/22/93			Abandoned
FP-326		Korea	485212102	3/26/93			Abandoned
P-327	Polyester/Etheric Polymer Block Copolymers and Monomers Thereof	U.S.	071824100	1/30/92	5/30/97	1/18/94	Issued
FP-327		Canada	2,080,308	2/25/93			Abandoned
FP-327		Europe	89 301450.0	2/25/93			Abandoned
FP-327		Japan	5-138405	6/1/93			Abandoned
FP-327		S. Korea	48521993	3/26/93			Abandoned

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CAMBRIDGE INDUSTRIES - PATENT PORTFOLIO

P-336	Liquid Thermoset Resins and Sealing Process for Rigid Plastics	U.S.	02/09/1997	6/28/99					Abandoned
P-339	Edge Seal Process and Product	U.S.	08/08/1994	6/23/99					Abandoned
P-340	Vent Apparatus for an Injection Mold	U.S.	08/10/1999	04/03	5,507,230	3/1/05			Issued
P-341	Unsaturated Polyester-Epoxy Resin Network Composition	U.S.	08/10/1999	07/03	5,350,814	3/27/04			Issued
P-342	Unsaturated Polyester-Phenolic Polymer Network Composition	U.S.	08/12/1999	07/03	5,362,789	1/18/04			Issued
P-343	Powder Coating Edge Primer	U.S.	08/23/1999	2/28/04	5,518,661	6/14/06			Issued
P-344	In-Mold Coating of Sheet Molding Compound	Canada	2,442,237	2/10/95	2,442,237	09-22-99			Issued
PP-344		U.S.	05/04/1992	7/11/77					Abandoned
P-345	Polyester-Flexible Polymer Block Copolymer Coated Fiber Structures and Utilization thereof in a Polymer Matrix	Canada	201,787	4/24/79	1,114,578	12/2/01			Issued
P-346	Enhanced Surface Apparatus of Glass Fiber Reinforced Plastics (FRP)	U.S.	08/25/1990	6/14/04	5,416,890	6/7/05			Issued
P-347	Edge Seal Process and Product	U.S.	03/04/1997	9/08/06	5,589,630	2/4/07			Issued
P-348	Vent System for Liquid Molding	U.S.	02/18/1998	8/30/04	6,485,894	1/02/05			Issued
P-349	Unsaturated Polyester-Modified Phenolic Copolymer for Use in Sheet Molding Compositions	U.S.	09/02/1999	10/28/04	6,491,184	2/13/06			Issued
P-350	Low-Profile Adhesives for Thermosetting Polyester Composites	U.S.	08/22/1998	10/28/04	6,428,105	02/27/05			Issued
P-351	In-Mold Coating with Improved Thermoset Liquid Thermoset Resins and Sealing Process for Rigid Plastics	U.S.	08/23/1999	10/27/04	6,523,337	04/05			Issued
P-352		U.S.	08/08/1993	12/22/04	5,674,686	10/7/07			Issued
P-353	Turret End Effector for Vertical Hole Cutting	U.S.	08/10/2004	3/24/05	6,835,420	9/12/07			Issued
P-354	Unsaturated Polyester-Modified Flexible Copolymer for Use in Sheet Molding Compositions	U.S.	08/14/1999	6/19/05					Abandoned
P-355	Unsaturated Polyester-Modified Flexible Copolymer for Use in Molding Compositions	U.S.	08/16/2005	6/19/05					Abandoned

CAMBRIDGE INDUSTRIES - PATENT PORTFOLIO

P-358	Powder Coating Edge Primer	U.S.	08/28/03	6/2/06	6,624,735	4/29/01	Issued
P-357	In-Mold Coating of Sheet Molding Compounds Mouldings	U.S.	05/07/00	4/20/05			Abandoned
FP-357		Canada	325,902	4/19/05	1,127,817	7/29/02	Issued
FP-357		France	7,031,802	11/29/06	7,030,802	10/14/05	Issued
FP-357		Germany	P2053351, 1-45	2/11/08	2,853,301	6/8/01	Issued
FP-357		Great Britain	7501447	1/16/08	2,019,304	5/19/02	Abandoned
FP-357		Italy	18471 A/79	1/18/09	1,111,007	1/12/06	Abandoned
FP-357		Spain	478880X	3/8/09	478,358	1/16/07	Issued
P-358	Method and Mold for Forming Sheets Having Reduced Surface Imperfections	U.S.	05/01/08	5/3/07			Abandoned
FP-358		Canada	304,391	5/30/08	1,103,819	9/16/01	Issued
FP-358		U.S.	05/127,841	02/28/03			Abandoned
FP-359	Polyurea Modified Unsaturated Polyester Composition	PCT	US84/09180	02/09/04	W095/09201	4/18/03	Lapsed
P-360	Adhesive to Improve Surface Characteristics of Unstretched Polyester Molding Compounds	U.S.	05/127,907	02/28/03			Abandoned
FP-360		PCT	US84/10962	02/09/04	W095/09202	4/18/03	Lapsed
P-361	Multiple Phase Stripping Circuit and Heat Sink Structure	U.S.	06/07/05, 102	01/22/05	4,619,677	10/21/00	Abandoned
FP-361		Canada	613,007	7/13/00	1,274,876	10/21/00	Issued
P-362	Strain Measurement Devices	U.S.	07/18/05, 119	1/12/05	4,625,701		Abandoned
P-363	Proportional Fring Circuit	U.S.	07/22/03, 324	7/29/00	4,676,011		Abandoned
P-364	Cure Cure Catalyst for Polyester Molding Compositions	U.S.	08,051	7/10/03	4,218,698		Issued
P-368	Moisture Composite Inliner Door Assembly	U.S.	014,867	7/18/02	6,293,770		Issued

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CAMBRIDGE INDUSTRIES - PATENT PORTFOLIO

P-386	Non-Permeable Structurally Resilient Integrated Whisker-Free	U.S.	123,428	2/28/00	4,350,188		Issued
FR-304		Canada	284,940	07/17/77			
P-367	Method with Blaw Matted Core Fiber	U.S.	08/07/98	05/11/98	1,095,104	2/2/01	Issued
P-368	Process Aid for Fiber Reinforced Composite Applications	U.S.	08/04/01	03-24-98			
P-369	Casting Apparatus & Casting Process For Hollow Fibers, Molded Articles	U.S.	08/08/03	04-10-98			
P-370	Methods of Making Preforms for Fiber Transfer Molding	U.S.	08/14/02	12/30/03	5,723,494	3-31-98	Issued
P-371	Method of Whiskering Devices to Produce Composite Material Products	U.S.	08/10/97	3/24/95	5,956,037	07/07	Issued
P3005.001	Method of Making the Whisker For Air Automatable On-Board Air Compressor	U.S.	08/05/05	04-12-98			
P3005.001	Method of Making the Whisker For Air Automatable On-Board Air Compressor	U.S.	08/17/03	07-28			

Cambridge Industries, Inc. Trademark Portfolio

File #	Mark	IPC Class	Country	Serial #	Filing Date	Registration #	Status
T-301	CAMBRIDGE INDUSTRIES and Design	40, 42 ⁺	U.S.	376,794	4/6/88	1,923,348	Issued
T-302	EMPELLEX	17 ⁺	U.S.	650,492	9/30/94		Suspended
FT-302		47, 22 ⁺	Canada	776,784	2/20/85	889,886	Registered
FT-302			Mexico	228,493	3/30/85	831,301	Issued
T-303	CAMBRIDGE WHEMIE SOLUTIONS TAKE SHAPE	40, 42 ⁺	U.S.	682,403	6/31/85	2,075,071	Issued
FT-303		40, 42 ⁺	Canada	797,717	11/17/85	TMA, 482,530	Issued
FT-303		40	Argentina	21460571	04-23-90		
FT-303		42	Mexico	21460552	12-18-97	571,488	Registered
FT-303		48		317880	12-18-97	571,489	Registered
FT-303		42					
FT-303			Spain	8204088	11/29/87		Pending
FT-303			Europe	674,769	6/26/97		Registered
T-304	CAMBRIDGE WHEMIE SOLUTIONS TAKE SHAPE and Design	40, 42 ⁺	U.S.	682,403	6/31/85	2,075,072	Issued
FT-304		40, 42 ⁺	Canada	797,718	11/17/85		Pending

*Service mark for "custom manufacture of plastic goods for the order and specification of others"; "rubber design of plastic goods for the order and specification of others."
 *Trademark for "substrate composite sheet materials comprised primarily of plastic and fiber for use in manufacturing."

