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| Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) 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): <u>Rider 1 Name of Conveying Parties</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 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) <u>Meridian Automotive Systems-Composites Operations, Inc., formerly-known-as Cambridge Acquisition Corp. and successor-in-interest to Cambridge Industries, Inc.</u> 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) \$ <u>165.00</u> <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 | | |
| 9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Christopher J. Andrew</u> Name of Person Signing </div> <div style="width: 30%; text-align: center;"> Signature </div> <div style="width: 30%; text-align: right;"> <u>4/29/04</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> 18 </div> | | |

CH \$165.00 501997 0410308

Total number of pages including cover sheet, attachments, and document: 18
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

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 |

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.

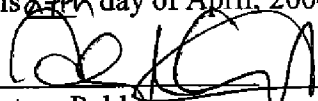
3. Pursuant to an Asset Purchase Agreement, dated as of May 9, 2000, by and among Cambridge Industries Holdings, Inc., Cambridge Industries, Inc., CE Automotive Trim Systems, Inc. as Seller and Cambridge Acquisition Corp. as Purchaser, Cambridge Acquisition Corp. agreed to purchase all of Seller's right, 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.

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.

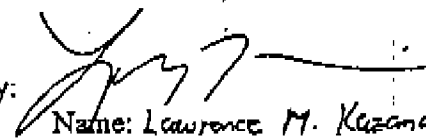
7. Counterparts. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

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.

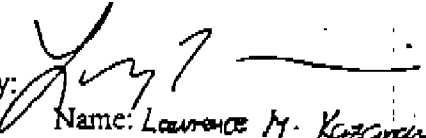
9. Further Acts. Purchaser and Seller shall from time to time after the date hereof, upon the request of the other party and without further consideration, execute, acknowledge and deliver in proper form any further instruments, and take such further actions as such other party may reasonably require,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

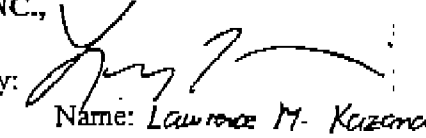
CAMBRIDGE INDUSTRIES HOLDINGS, INC.,

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 | Blow Molded Interior Safety Panels | U.S. | 08/193,012 | 4/17/98 | 5,700,050 | 12/23/97 | Issued |
| FP-301 | | PCT | US95/12288 | 1/19/93 | 5,700,050 | 12/23/97 | Issued |
| FP-301 | | Canada | 2,174,567 | 5/26/93 | | | Issued |
| FP-301 | | Germany | P 43 87 | 11/19/93 | | | Issued |
| FP-301 | | Japan | 885,9 | | | | |
| FP-301 | | Mexico | 7-514410 | 11/19/93 | | | |
| FP-301 | | EPC | | | 94 905915.6 | | Cancelled Abandoned |
| P-302 | Mounting Device for a Front Mounted Removable Handle | U.S. | 288,542 | 8/5/94 | 5,619,917 | 5/26/96 | Issued |
| FP-302 | | PCT | US95/09886 | 8/4/95 | | | |
| FP-302 | | Canada | 2,188,598 | 8/4/95 | | | |
| FP-302 | | Mexico | 86-1110 | 3/26/96 | | | |
| P-303 | Molded Panel Having a Decorative Facing and Made from a Blend of Natural and Plastic Fibers and Process of Making Same | U.S. | 348,331 | 12/2/94 | 5,614,285 | 3/25/97 | Issued |
| FP-303 | | PCT | US95/16551 | 12/4/95 | 5,614,285 | 3/25/97 | Issued |
| FP-303 | | Canada | 2,179,820 | 12/4/95 | | | |
| FP-303 | | Mexico | 86-2950 | 7/23/96 | | | |
| P-304 | Collapsible Arm Rest, Door Interior Trim Panel and Arm Rest Support Assembly | U.S. | 380,066 | 8/30/96 | 5,627,084 | 6/18/98 | Issued |
| FP-304 | | Canada | 2,177,005 | 5/24/96 | | | |
| FP-304 | | Germany | 196 09 | 3/14/96 | | | |
| FP-304 | | | 945,6-21 | | | | |
| FP-304 | | Mexico | 86-2006 | 5/28/96 | | | |
| P-305 | Pipe Mounting Bracket | U.S. | 353,085 | 12/9/94 | 5,647,152 | 6/20/96 | Issued |
| FP-305 | | Argentina | 334,550 | 12/7/95 | | | Abandoned |
| FP-305 | | PCT | US95/16309 | 12/6/95 | 5,647,152 | 6/20/96 | Abandoned |
| P-306 | Compression Molding of Sclim and Substrate Method of Fully Cushioning Pull Strap Handle | U.S. | | | | | |
| P-307 | | | U.S. | 400,888 | 8/30/99 | 4,871,645 | |

CANADIAN INDUSTRIES - PATENT PORTFOLIO

| Patent No. | Process | Country | App. No. | App. Date | Pub. No. | Pub. Date | Term | Priority | Status |
|------------|---|-------------|-------------|-----------|-----------|-----------|------|-----------|--------|
| P-306 | Teflon Coated Molding Process | U.S. | 787,822 | 12/17/96 | 5,806,824 | 09/16/08 | | Issued | |
| P-309 | Baby Seal | U.S. | 05/84,093 | 9/20/79 | 4,245,978 | 7/20/81 | | Issued | |
| P-310 | Nozzle Valve for In-The-Mold Coating Apparatus | Canada | 328,673 | 5/30/79 | 1,120,224 | 3/23/82 | | Issued | |
| P-311 | Method for Forming Sheets Having Reduced Surface Imperfections | U.S. | 06/945,830 | 9/26/78 | 4,187,214 | 2/5/80 | | Issued | |
| P-312 | In-The-Mold Coating Apparatus and Method | U.S. | 08/674,583 | 12/28/76 | 4,235,893 | 11/26/80 | | Issued | |
| P-313 | Repair of FRP Parts | Canada | 391,938 | 7/17/79 | 1,147,286 | 2/2/82 | | Issued | |
| P-314 | Band Seam Coating of FRP Parts | U.S. | 06/022,394 | 3/8/79 | 4,208,456 | 6/17/80 | | Issued | |
| P-315 | Reinforced Stud Supports in Fiberglass Parts | U.S. | 06/092,048 | 4/23/79 | 4,234,633 | 11/26/80 | | Issued | |
| P-316 | In-The-Mold Coating Apparatus and Method | U.S. | 06/188,781 | 9/19/80 | 4,328,334 | 5/13/82 | | Issued | |
| P-317 | In-Mold Coating Method | U.S. | 07/484,760 | 4/14/83 | 4,438,062 | 3/20/84 | | Issued | |
| FP-317 | | Canada | 442,186 | 11/28/83 | 1,179,816 | 12/27/84 | | Issued | |
| FP-317 | | EPC | 64 300596.8 | 1/3/84 | 0 123 374 | 12/10/86 | | Lapsed | |
| FP-317 | | France | 84 300596.8 | 1/3/84 | 0 123 374 | 12/10/86 | | Lapsed | |
| FP-311 | | Germany | 84 300596.8 | 1/3/84 | 0 123 374 | 12/10/86 | | Lapsed | |
| FP-317 | | Belgium | 84 300596.8 | 1/3/84 | 0 123 374 | 12/10/86 | | Lapsed | |
| FP-317 | | Italy | 84 300596.8 | 1/3/84 | 0 123 374 | 12/10/86 | | Lapsed | |
| FP-317 | | Luxembourg | 84 300596.8 | 1/3/84 | 0 123 374 | 12/10/86 | | Lapsed | |
| FP-317 | | Netherlands | | | | | | Lapsed | |
| FP-317 | | Japan | 0 14664/84 | 1/3/84 | 1,534,456 | 12/12/89 | | Lapsed | |
| FP-317 | | S. Korea | 65781983 | 6/27/88 | 69,215 | 12/28/93 | | Lapsed | |
| P-318 | Treatment of FRP Surfaces for Bonding | U.S. | 07/089,674 | 9/8/87 | 4,745,018 | 5/17/88 | | Issued | |
| P-318 | Bonding of FRP Parts | U.S. | 07/258,521 | 10/17/86 | 4,904,328 | 2/27/90 | | Lapsed | |
| P-320 | Thickened Molding Resin Compositions and Curable Molded Compounds | U.S. | 07/198,725 | 5/12/78 | 4,869,231 | 9/18/89 | | Lapsed | |
| FP-320 | | Venezuela | 358,888 | 3/15/89 | | | | Abandoned | |
| P-321 | Surface Inspection Apparatus and Method | U.S. | 07/783,949 | 10/28/81 | 5,225,890 | 7/6/93 | | Lapsed | |
| P-322 | In-Situ Composites | U.S. | 07/783,460 | 10/28/81 | 5,223,588 | 8/29/93 | | Issued | |
| P-323 | Material Handling Apparatus for Transporting Layout Patterns | U.S. | 07/800,184 | 11/27/81 | 5,275,451 | 1/18/94 | | Issued | |

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CAMBRIDGE INDUSTRIES - PATENT PORTFOLIO

| Patent No. | Resin Transfer Molding Apparatus | Country | Pub. No. | Pub. Date | App. No. | App. Date | Term | Status |
|------------|--|-------------------|-----------------------|--------------------|-----------|-----------|-----------|--------|
| P-324 | Composite Comprising Unsaturated Polyester-Flexible Polymer Block Copolymer Coated Fiber Structures in a Polyester or Vinyl Ester Resin Matrix | U.S. | 07/808,824 | 12/8/91 | 5,187,001 | 2/16/93 | Issued | |
| P-325 | | U.S. | 07/807,120 | 12/13/91 | 5,223,584 | 6/28/93 | Issued | |
| P-326 | | U.S. | 07/828,061 | 4/30/92 | 5,334,441 | 8/2/94 | To Lapse | |
| FP-326 | | EPC | 93 301400.3 | 2/25/93 | | | Abandoned | |
| FP-326 | | France | 93 301400.3 | 2/25/93 | | | Abandoned | |
| FP-326 | | Germany | 93 301400.3 | 2/25/93 | | | Abandoned | |
| FP-326 | | Italy | 93 301400.3 | 2/25/93 | | | Abandoned | |
| FP-326 | | Great Britain | 93 301400.3 | 2/25/93 | | | Abandoned | |
| FP-326 | | Canada | 2,090,389 | 2/25/93 | | | Abandoned | |
| FP-326 | | Japan | 5-101760 | 3/22/93 | | | Abandoned | |
| FP-326 | Korea | 4852/1993 | 3/28/93 | | | Abandoned | | |
| P-327 | Polyester-Flexible Polymer Block Copolymers and Mixtures Thereof | U.S. | 07/828,050 | 1/30/92 | 5,382,810 | 11/6/94 | Issued | |
| FP-327 | | Canada | 2,090,389 | 2/25/93 | | | Abandoned | |
| FP-327 | | Europe | 93 301430.0 | 2/25/93 | | | Abandoned | |
| FP-327 | | Japan S. Korea | 5-135405 4863/1993 | 6/13/93 3/25/93 | | | Abandoned | |

CAMBRIDGE INDUSTRIES - PATENT PORTFOLIO

| | | | | | | | |
|--------|--|----------|-------------|----------|-----------|----------|-----------|
| P-328 | Unsaturated Polyester-Epoxy Resin Network Composition | U.S. | 07/074,788 | 4/27/92 | 5,246,742 | 9/20/93 | Expired |
| FP-320 | | Canada | 2,094,207 | 4/16/93 | | | Abandoned |
| FP-328 | | EPC | 93 302997.8 | 4/19/93 | | | Abandoned |
| FP-328 | | Japan | 5-124867 | 4/27/93 | | | Abandoned |
| FP-328 | | S. Korea | 72651993 | 4/27/93 | | | Abandoned |
| P-329 | Enhanced Surface Appearance of Glass Fiber Reinforced Plastics (FRP) | U.S. | 07/904,911 | 6/26/92 | 5,356,779 | 10/25/94 | Issued |
| P-330 | Repair of Plastic Substrates Utilizing Powder Coating Compositions | U.S. | 07/997,607 | 12/7/92 | 5,470,809 | 11/28/95 | Issued |
| P-331 | In-Mold Coating with Improved Toughness | U.S. | 08/001,488 | 1/7/93 | 5,389,443 | 2/14/96 | Issued |
| FP-331 | | Canada | 2,111,531 | 12/16/93 | 2,111,531 | 4/15/97 | Issued |
| FP-331 | | Europe | 84 300114.0 | 1/7/94 | | | |
| FP-331 | | Japan | 8-012097 | 1/7/94 | 2,601,406 | 1/29/97 | Issued |
| FP-331 | | S. Korea | 2281994 | 1/7/94 | 133,900 | 7/6/97 | Issued |
| P-332 | Unsaturated Polyester-Modified Flexible Copolymers for Use in Sheet Molding Compositions | U.S. | 09/001,499 | 1/7/93 | 5,386,983 | 1/3/95 | Issued |
| P-333 | Unsaturated Polyester-Modified Flexible Polymers for use in Molding Compositions | U.S. | 08/001,479 | 1/7/93 | 5,428,089 | 8/27/95 | Issued |
| P-334 | Very-Terminated Polyesters and Polycarbonates for Flexibilizing and Improving the Toughness of Compositions from Unsaturated Polyesters and Fiber Reinforced Plastics made from them | U.S. | 08/001,365 | 1/7/93 | 5,342,554 | 8/30/94 | Issued |
| P-335 | Method for Achieving a Smooth Powder Coated Finish on a Low Density Compression-Molded Plastic Article | U.S. | 08/006,564 | 8/21/93 | 5,338,578 | 8/16/94 | Issued |
| P-336 | Low-Profile Additives for Thermosetting Polyester Compositions | U.S. | 08/010,933 | 1/29/93 | 5,376,721 | 12/27/94 | Issued |
| P-337 | Quick Change Self-Feed Drill Assembly | U.S. | 08/062,872 | 5/17/93 | 6,358,381 | 10/25/94 | Issued |

CAMBRIDGE INDUSTRIES - PATENT PORTFOLIO

| | | | | | | | |
|--------|--|--------|-------------|----------|-----------|----------|-----------|
| P-338 | Liquid Thermoset Sealers and Sealing Process for Molded Plastics | U.S. | 06/09/1,767 | 6/23/90 | | | Abandoned |
| P-339 | Edge Seal Process and Product | U.S. | 06/09/1,744 | 6/23/93 | | | Abandoned |
| P-340 | Vert Apparatus for an Injection Mold | U.S. | 06/10/2,169 | 8/4/93 | 5,397,230 | 3/14/96 | Issued |
| P-341 | Unsaturated Polyester-Epoxy Resin Network Composition | U.S. | 06/10/3,611 | 8/6/93 | 5,360,814 | 6/27/94 | Issued |
| P-342 | Unsaturated Polyester-Flexible Polymer Network Composition | U.S. | 06/12/1,111 | 6/13/93 | 5,362,789 | 1/6/94 | Issued |
| P-343 | Powder Coating Edge Primer | U.S. | 06/20/1,119 | 2/28/94 | 5,516,551 | 6/14/96 | Issued |
| FP-343 | In-Mold Coating of Sheet Molding Compounds | Canada | 2,142,237 | 2/10/95 | 2,142,237 | 09-22-98 | Issued |
| P-344 | | U.S. | 05/18/1,502 | 7/11/77 | | | Abandoned |
| FP-344 | | Canada | 301,797 | 4/24/78 | 1,114,576 | 12/22/91 | Issued |
| P-345 | Polyester-Flexible Polymer Block Copolymer Coated Fiber Structures and Utilization thereof in a Polymer Matrix | U.S. | 06/21/7,041 | 3/24/94 | 5,498,783 | 3/12/96 | Lapsed |
| P-346 | Enhanced Surface Appearance of Glass Fiber Reinforced Plastics (FRP) | U.S. | 06/25/2,480 | 6/7/94 | 5,416,894 | 6/16/95 | Issued |
| P-347 | Edge Seal Process and Product | U.S. | 06/26/4,197 | 6/9/96 | 5,599,630 | 2/4/97 | Issued |
| P-348 | Vert System for Liquid Molding | U.S. | 06/31/9,708 | 9/30/94 | 5,454,991 | 10/3/95 | Issued |
| P-349 | Unsaturated Polyester-Modified Flexible Copolymers for Use in Sheet Molding Compositions | U.S. | 06/32/9,350 | 10/20/94 | 5,491,184 | 2/10/96 | Issued |
| P-350 | Low-Profile Additives for Thermosetting Polyester Compositions | U.S. | 06/32/9,585 | 10/26/94 | 5,426,105 | 6/27/95 | Issued |
| P-351 | In-Mold Coating with Improved Toughness | U.S. | 06/33/9,516 | 10/27/94 | 5,523,337 | 6/4/96 | Issued |
| P-352 | Liquid Thermoset Sealers and Sealing Process for Molded Plastics | U.S. | 06/36/1,913 | 12/22/94 | 5,874,585 | 10/7/97 | Issued |
| P-353 | Turret End Effector for Waterjet Hole Cutting | U.S. | 06/14/9,204 | 3/24/96 | 5,656,428 | 6/12/97 | Issued |
| P-354 | Unsaturated Polyester-Modified Flexible Copolymers for Use in Sheet Molding Compositions | U.S. | 06/16/4,196 | 6/6/96 | | | Abandoned |
| P-355 | Unsaturated Polyester-Modified Flexible Polymers for Use in Molding Compositions | U.S. | 06/16/5,305 | 6/5/95 | | | Abandoned |

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|--------|---|---------------|----------------|----------|------------|----------|---------|
| P-356 | Powder Coating Edge Primer | U.S. | 08/185,033 | 6/5/95 | 6,024,735 | 4/29/97 | Issued |
| P-357 | In-Mold Coating of Sheet Molding Compound Molding | U.S. | 05/897,980 | 4/20/79 | | | Abandon |
| FP-357 | | Canada | 325,902 | 4/19/79 | 1,127,917 | 7/20/82 | Issued |
| FP-357 | | France | 7,833,882 | 1/12/78 | 7,833,882 | 10/14/85 | Issued |
| FP-357 | | Germany | P2653361, 1-46 | 2/11/79 | 2,853,361 | 6/4/81 | Issued |
| FP-357 | | Great Britain | 7901447 | 1/16/79 | 2,018,304 | 5/19/82 | Abandon |
| FP-357 | | Italy | 19471 A/79 | 4/19/79 | 1,111,007 | 1/12/86 | Abandon |
| FP-357 | | Spain | 478359/X | 3/8/79 | 478,359 | 11/16/79 | Issued |
| P-358 | Method and Mold for Forming Sheets Having Reduced Surface Imperfections | U.S. | 05/601,709 | 5/3/77 | | | Abandon |
| FP-358 | | Canada | 304,391 | 5/30/78 | 1,108,819 | 9/15/81 | Issued |
| P-359 | Polyurea Modified Unsaturated Polyester Composition | U.S. | 08/127,841 | 9/28/83 | | | Abandon |
| FP-359 | | PCT | US94/10880 | 9/28/94 | WO95/08201 | 4/8/95 | Lapsed |
| P-360 | Addresses to Improve Surface Characteristics of Unsaturated Polyester Molding Composition | U.S. | 08/127,857 | 9/28/83 | | | Abandon |
| FP-360 | | PCT | US94/10962 | 9/28/94 | WO95/08202 | 4/6/95 | Lapsed |
| P-361 | Multiple Phase Switching Circuit and Heat Sink Structure | U.S. | 08/775,182 | 9/12/85 | 4,818,817 | 10/21/86 | Abandon |
| FP-361 | | Canada | 613,997 | 7/17/86 | 1,274,876 | 10/2/80 | Issued |
| P-362 | Strain Measurement Device | U.S. | 07/126,119 | 11/25/87 | 4,825,701 | | Abandon |
| P-363 | Proportional Firing Circuit | U.S. | 07/226,224 | 7/29/88 | 4,878,011 | | Abandon |
| P-364 | Quick Cure Catalyst for Polyester Molding Compositions | U.S. | 88,051 | 7/10/79 | 4,278,558 | | Issued |
| P-365 | Hollow Composite Inlaid Door Assembly | U.S. | 914,987 | 7/18/92 | 5,293,726 | | Issued |

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|------------|---|--------|------------|----------|-----------|---------|--------|
| P-366 | Non-Pneumatic Structurally Reinforced Integrated Wheel-Tire | U.S. | 125,426 | 2/28/80 | 4,350,198 | | Issued |
| FP-366 | | Canada | 264,940 | 8/15/77 | 1,095,101 | 2/3/01 | Issued |
| P-367 | Method with Blow Moulded Core Insert | U.S. | 09079,096 | 05/14/98 | | | |
| P-368 | Process Aid for Fiber Preform for Composite Applications | U.S. | 09047,001 | 03-24-98 | | | |
| P-369 | Cutting Apparatus & Cutting Process For Hollow Plastic Moulded Articles | U.S. | 09/058,603 | 04-10-98 | | | |
| P-370 | Methods of Molding Preforms for Resin Transfer Molding | U.S. | 08774,629 | 12/30/88 | 5,733,494 | 3-31-98 | Issued |
| P-371 | Method of Molding Defects in Painted Composite Material Products | U.S. | 08409,975 | 3/24/95 | 5,654,037 | 8/5/07 | Issued |
| P-3005,001 | Noise Insulating Mounting Bracket For An Automobile On-Board Air Compressor | U.S. | 09080,098 | 04-15-98 | | | |
| P-3005,002 | Method of Mounting On-Board Air Compressor | U.S. | 09/147,683 | 10-7-98 | | | |
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Cambridge Industries, Inc. Trademark Portfolio

| File # | Mark | Int'l Class | Country | Serial # | Filing Date | Registration # | Status |
|--------|---|-------------|-----------|----------|-------------|----------------|------------|
| T-301 | CAMBRIDGE INDUSTRIES and Design | 40, 42* | U.S. | 376,734 | 4/8/93 | 1,924,348 | Issued |
| T-302 | EMPELFLEX | 17** | U.S. | 680,892 | 9/30/84 | | Suspended |
| FT-302 | | 17, 22** | Canada | 775,704 | 2/20/85 | 499,865 | Registered |
| FT-302 | | | Mexico | 228,489 | 3/30/85 | 591,391 | Issued |
| T-303 | CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE | 40, 42* | U.S. | 482,403 | 5/31/85 | 2,015,014 | Issued |
| FT-303 | | 40, 42* | Canada | 787,717 | 11/17/85 | TMA 482,533 | Issued |
| FT-303 | | 40 | Argentina | 2146651 | 04-23-90 | | |
| FT-303 | | 42 | Mexico | 317659 | 12-18-97 | 571,468 | Registered |
| FT-303 | | 40 | | 317680 | 12-16-97 | 671,468 | Registered |
| FT-303 | | 42 | | | | | |
| FT-304 | CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE and Design | 40, 42* | Brazil | 820,408 | 11/28/87 | | Pending |
| FT-304 | | | Europe | 676,769 | 8/26/87 | | Pending |
| FT-304 | | | U.S. | 682,488 | 6/31/85 | 2,016,012 | Issued |
| FT-304 | | 40, 42* | Canada | 797,716 | 11/17/85 | | Pending |

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

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Cambridge Industries Foreign Patent Portfolio

| File # | Title | Country | Serial # | Patent # | Issue Date | Status |
|--------|------------------|---------|----------|----------|------------|--------|
| 0-301 | Baby Seat Design | U.S. | | | | |
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DEBEVOISE & PLIMPTON LLP

05/17/2004 PM 9:23
 60 Pine Avenue
 New York, NY 10022
 Tel 212 909 6000
 Fax 212 909 6836
 www.debevoise.com

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Assignment of Trademarks from Cambridge Industries Holdings, Inc., Cambridge Industries, Inc., and CE Automotive Trim Systems, Inc. to Meridian Automotive Systems-Composites Operations, Inc., formerly-known-as Cambridge Acquisition Corp. and successor-in-interest to Cambridge Industries, Inc.

Attached please find a Recordation Form to record the above referenced assignment for Trademarks. Please note, this Recordation Form was originally submitted on April 29, 2004. We received a Notice of Non-Recordation on May 6, 2004 with a reference number 700081385A.

We resubmitted the Recordation with corrections on May 11, 2004. On May 17, 2004 we received both a Notice of Recordation of Assignment AND a Notice of Non-Recordation. The Notice of Non-Recordation states that the document is not legible for recording purposes.

We are resubmitting the original Recordation Form and the accompanying document in hopes that this document will be legible for recording purposes. Please note, because we are submitting the original Recordation Form cover sheet, the reference number (700081385A) is not stamped on the top.

As we are resubmitting the Recordation Form within 30 days from the date of the Notice, we understand that the original date of filing will be maintained.

If you have any questions, please give me a call at (212) 909-1033. Thank you for your assistance in this matter.

Beth Akers
 Beth Akers, Paralegal

For assistance or confirmation please call 212 909 6407

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