

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Benton Plastics, Inc.		10/04/2006	CORPORATION: MAINE
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc.		
Street Address:	505 Fifth Avenue, 3rd Floor		
Internal Address:	Attn: Senior Credit Manager		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1950052	BODYGARD	
CORRESPONDENCE DATA			
Fax Number:	(617)227-4420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617.239.0760		
Email:	srblack@eapdlaw.com		
Correspondent Name:	S. Ryan Black, Paralegal		
Address Line 1:	Edwards Angell Palmer & Dodge LLP		
Address Line 2:	111 Huntington Avenue		
Address Line 4:	Boston, MASSACHUSETTS 02199		
ATTORNEY DOCKET NUMBER:	45550/2		
NAME OF SUBMITTER:	S. Ryan Black		
Signature:	/s S. Ryan Black/		

CH \$40.00 1950052

Date:

10/11/2006

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 4, 2006, is made between Benton Plastics, Inc., a Maine corporation (the "Grantor"), and The CIT Group/Business Credit, Inc., a New York corporation, in its capacity as agent for the Lenders party to the Financing Agreement (as defined below) from time to time (together with its successors and assigns, the "Agent").

WITNESSETH:

WHEREAS, the Agent, Durakon Industries, Inc., a Michigan corporation ("Durakon Industries"), and the Grantor (Durakon Industries and the Grantor, collectively, the "Borrowers"), are parties to a Financing Agreement of even date herewith (as amended, extended, renewed, supplemented, substituted or otherwise modified from time to time, the "Financing Agreement"); and

WHEREAS, pursuant to the Financing Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of the Trademarks (as defined below) to secure all of the Obligations of the Borrowers; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Agent and the Lenders to make loans and other financial accommodations described in and pursuant to the Financing Agreement, the Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademarks "):

All of the Grantor's present and hereafter acquired right, title and interest in and to trademarks, trademark registrations, recordings, applications, tradenames, trade dress, corporate names, business names, service marks, logos and any other designs or sources of business identities, prints and labels (on which any of the foregoing may appear), all reissues and renewals thereof, including, without limitation, those referred to in Item A of Schedule I attached hereto, all licenses thereof including, without limitation, those referred to in Item B of Schedule I attached hereto, all other general intangibles, intellectual property and other rights pertaining to any of the foregoing, together with the goodwill associated therewith, and all income, royalties and other Proceeds of any of the foregoing.

Notwithstanding the foregoing, "Trademarks" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademarks as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent, for the benefit of the Lenders, in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Lenders, under the Financing Agreement. The Financing Agreement (and all rights and remedies of the Agent, for the benefit of the Lenders, thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Financing Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Termination. This Agreement shall remain in full force and effect until the date on which the Obligations have been paid and performed in full in cash and the Financing Agreement and all commitments thereunder have been terminated, at which time the Agent shall promptly release all of the liens and security interests hereunder in the Trademarks. In the event that all or any part of the payments described in this Section 5 are rescinded or recovered directly or indirectly from the Agent or any Lender as a preference, fraudulent transfer or otherwise (whether by demand, settlement, litigation or otherwise), such rescinded or recovered payments shall constitute Obligations and the obligations of Grantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be.

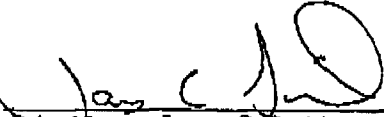
Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Signatures Begin on Next Page

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as an instrument under seal by its officer thereunto duly authorized as of the date first above written.

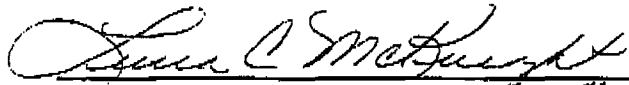
Grantor:

BENTON PLASTICS, INC.

By: 
Print Name: James C. Smith
Title: Treasurer

STATE OF MICHIGAN)
County of KALAMAZOO) ss.

The foregoing instrument was acknowledged before me this 4 day of October, 2006, by James C. Smith, the Treasurer of Benton Plastics, Inc., a Maine corporation, on behalf of said corporation.


(Print Name of Notary Public): LUCIA C. McKEIGHT
My commission expires: 11-27-2007
Qualified in the State of Michigan

Signatures Continued on Next Page

(Signature Page for Benton Trademark Security Agreement)

Agent:

THE CIT GROUP/BUSINESS CREDIT, INC.,
as Agent

By: Cyntra A. Trani
Print Name: Cyntra Trani
Title: Senior Vice President

STATE OF NEW YORK)
) ss.
COUNTY OF New York

The foregoing instrument was acknowledged before me this 4 day of October, 2006, by Cyntra Trani, the Senior Vice President of The CIT Group/Business Credit, Inc., a New York corporation, as Agent, on behalf of said corporation.

[Signature]
(Print Name of Notary Public): _____
My commission expires: _____
Qualified in the State of New York _____

SHERYL EPSTEIN
Notary Public - State of New York
NO 01EP6142033
Qualified in Nassau County
My Commission Expires March 13, 20 <u>10</u>

(Signature Page for Benton Trademark Security Agreement)

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

	Trade Name	Country	Reg. Date	Reg. No.	Status
1.	BODYGARD	Australia	11/22/96	722,517	Registered
2.	BODYGARD	Columbia	5/22/98	N/A	Registered
3.	BODYGARD	Cyprus	8/7/97	48,514	Registered
4.	BODYGARD	EU	1/25/2000	935,395	Registered
5.	BODYGARD	Paraguay	5/14/97	192,469	Registered
6.	BODYGARD	US	1/23/96	1,950,052	Registered

Pending Trademark Applications

	Trade Name	Country	Filing Date	Application Number	Status
1.	BODYGARD	Brazil	4/21/1996	819193296	Pending

Trademark Applications in Preparation

NONE.

Item B. Trademark Licenses

NONE.