

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Dura Automotive Systems, Inc		10/31/2006	CORPORATION:
Atwood Mobile Products, Inc		10/31/2006	CORPORATION:
Universal Tool & Stamping Company, Inc.		10/31/2006	CORPORATION:
Dura Operating Corp.		10/31/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P.
Street Address:	85 Broad Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 39

Property Type	Number	Word Mark
Registration Number:	1366565	A
Registration Number:	0832205	A
Registration Number:	0774436	A
Registration Number:	1024171	A
Registration Number:	1024172	ATWOOD
Registration Number:	1027869	ATWOOD
Registration Number:	1323099	ATWOOD
Registration Number:	1443019	ATWOODAIR
Registration Number:	2832644	BRINGING ALL THE COMFORTS OF HOME TO THE GREAT OUTDOORS
Registration Number:	1739672	

CH \$990.00 1366565

Registration Number:	2397577	
Registration Number:	2907630	
Registration Number:	2379809	DURA AUTOMOTIVE SYSTEMS
Registration Number:	2891724	DURALEG
Registration Number:	2351548	EXCALIBUR
Registration Number:	1076891	EXCEL
Registration Number:	0972219	EXCEL
Registration Number:	2864343	HOT
Registration Number:	0848652	HYDRO FLAME
Registration Number:	0737911	HYDRO FLAME
Registration Number:	2843565	LEVELEGS
Registration Number:	2842216	PRO TOW'D
Registration Number:	2842214	PRO TOW'D
Registration Number:	1997527	PROTECTOR
Registration Number:	1702479	PRO-TOW
Registration Number:	2535804	WEDGEWOOD VISION
Registration Number:	1662376	WEDGEWOOD
Serial Number:	78578561	DIGISHIFT
Serial Number:	76497052	DURA AUTOTENSION
Serial Number:	76530868	DURA INTELLISENSE
Serial Number:	76569054	DURA QUIETDRIVE
Serial Number:	76530660	DURA RACKLIFT
Serial Number:	76518149	DURATRONIX
Serial Number:	76441475	E P B
Serial Number:	76015792	EXCEL
Serial Number:	76518144	INNOVATION DRIVEN BY INSPIRATION
Serial Number:	78578570	INTELLIADJUST
Serial Number:	78578569	INTELLIBOOST
Serial Number:	78578564	INTELLISENSE

CORRESPONDENCE DATA

Fax Number: (212)310-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: julio.gurdian@weil.com, phyllis.depaola@weil.com

Correspondent Name: Weil, Gotshal Manges c/o Julio C Gurdian

Address Line 1: 767 5th Avenue

Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:

71620.0022

NAME OF SUBMITTER:

Julio C Gurdian

Signature:

/Julio C Gurdian/

Date:

11/01/2006

Total Attachments: 9

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**TERM LOAN CREDIT AGREEMENT
TRADEMARK SECURITY AGREEMENT**

TERM LOAN AGREEMENT TRADEMARK SECURITY AGREEMENT, dated as of October 31, 2006, by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of GOLDMAN SACHS CREDIT PARTNERS L.P., as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity as collateral agent, the "**Collateral Agent**").

W i t n e s s e t h:

WHEREAS, pursuant to that certain Senior Secured Super-Priority Debtor in Possession Term Loan and Guaranty Agreement, dated as of October 31, 2006 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among DURA OPERATING CORP., a Delaware corporation, a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code ("**Company**"), DURA AUTOMOTIVE SYSTEMS, INC., a Delaware corporation, a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code ("**Holdings**"), certain subsidiaries of Holdings and Company, each a debtor and debtor in possession under Chapter 11 of the Bankruptcy Code, as Guarantors, the lenders party hereto from time to time (the "**Lenders**"), GOLDMAN SACHS CREDIT PARTNERS L.P., as sole book runner, joint lead arranger, syndication agent, administrative agent and as collateral agent and BARCLAYS CAPITAL, the investment banking division of Barclays Bank PLC, as joint lead arranger and documentation agent and the Lenders have severally agreed to make extensions of credit to Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than Company are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to that certain Term Loan Pledge and Security Agreement dated as of October 31, 2006, in favor of the Collateral Agent for the benefit of the Secured Parties (the "**Pledge and Security Agreement**") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Company thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. ***Defined Terms***

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement.

Section 2. *Grant of Security Interest in Trademark Collateral*

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "**Trademark Collateral**"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. *Certain Limited Exclusions*

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any rights or interests if and for so long as the grant of such security interest shall constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein; provided however that the Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied.

Section 4. *Termination*

Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted), the cancellation or termination of the Commitments, and the cancellation, expiration or cash collateralization of all outstanding Letters of Credit, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. The Collateral Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request, in form and substance reasonably satisfactory to the Collateral Agent, including financing statement amendments to evidence such release.

Section 5. *Pledge and Security Agreement*

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral

Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

DURA AUTOMOTIVE SYSTEMS, INC.
ATWOOD MOBILE PRODUCTS, INC.
UNIVERSAL TOOL & STAMPING
COMPANY, INC.
DURA OPERATING CORP.
as Grantors

By: 

Name:

Title:

[SIGNATURE PAGE TO TERM LOAN CREDIT AGREEMENT] TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003419 FRAME: 0566

ACCEPTED AND AGREED
as of the date first above written:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By 

Name:

Title: *Authorized Signatory*

[SIGNATURE PAGE TO TERM LOAN CREDIT AGREEMENT TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003419 FRAME: 0567






Schedule I
to
Trademark Security Agreement

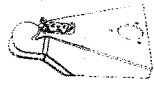





Trademark Registrations




U.S. AND CANADIAN REGISTERED INTELLECTUAL PROPERTY

A. REGISTERED TRADEMARKS


U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Status	Owner
A Design 	1,366,565	10/22/85	Renewal due 10/22/05	Atwood Mobile Products, Inc.
A Design 	0,832,205	7/18/67	Renewal due 7/18/07	Atwood Mobile Products, Inc.
A Design 	0,774,436	8/4/64	Renewal due 8/4/14	Atwood Mobile Products, Inc.
A Design 	1,024,171	11/4/75	Renewal due 11/4/05	Dura Operating Corp.
ATWOOD	1,024,172	11/4/75	Renewal due 11/4/05	Atwood Mobile Products, Inc.
ATWOOD	1,027,869	12/23/75	Renewal due 12/23/05	Atwood Mobile Products, Inc.
ATWOOD	1,323,099	3/5/85	Renewal due 3/5/15	Atwood Mobile Products, Inc.
ATWOODAIR 	1,443,019	6/16/87	Renewal due 6/16/07	Atwood Mobile Products, Inc.
BRINGING ALL THE COMFORTS OF HOME TO THE GREAT OUTDOORS	2,832,644	4/13/04	6-year Affidavit of Use due 4/13/10	Atwood Mobile Products, Inc.
Design	1,739,672	12/15/92	Renewal due	Atwood Mobile

Mark	Registration No.	Registration Date	Status	Owner
			12/15/12	Products, Inc.
Design 	2,397,577	10/24/00	6-year Affidavit of Use due 10/24/06	Atwood Mobile Products, Inc.
Design 	2,907,630	12/7/04	6-year Affidavit of Use due 12/7/10	Atwood Mobile Products, Inc.
DURA AUTOMOTIVE SYSTEMS	2,379,809	8/22/00	6-Year Affidavit of Use due 8/22/06	Dura Operating Corp.
COUPLER	2,907,630	12/7/04	12/7/10 Section 8 affidavit of continued use due	Atwood Mobile Products, Inc.
DURALEG	2,891,724	10/5/04	10/5/09 Section 8 affidavit of continued use due	Atwood Mobile Products, Inc.
EXCALIBUR	2,351,548	5/23/00	6-year Affidavit of Use due 5/23/06	Atwood Mobile Products, Inc.
EXCEL 	1,076,891	11/8/77	Renewal due 11/8/07	Atwood Mobile Products, Inc.
EXCEL 	0,972,219	11/6/73	Renewal due 11/6/13	Atwood Mobile Products, Inc.
HOT 	2,864,343	7/20/04	6-year Affidavit of Use due 7/20/10	Atwood Mobile Products, Inc.
HYDRO FLAME	0,848,652	5/7/68	Renewal due 5/7/08	Atwood Mobile Products, Inc.
HYDRO FLAME	0,737,911	9/18/62	Renewal due 9/18/12	Atwood Mobile Products, Inc.
LEVELEGS	2,843,565	5/18/04	6-Year Affidavit of Use due 5/18/10	Atwood Mobile Products, Inc.
PRO TOW'D	2,842,216	5/18/04	6-year Affidavit of Use due 5/18/10	Atwood Mobile Products, Inc.
PRO TOW'D	2,842,214	5/18/04	6-year Affidavit of	Atwood Mobile

Mark	Registration No.	Registration Date	Status	Owner
			Use due 5/18/10	Products, Inc.
PROTECTOR	1,997,527	8/27/96	Renewal due 8/27/06	Atwood Mobile Products, Inc.
PRO-TOW 	1,702,479	7/21/92	Renewal due 7/21/12	Atwood Mobile Products, Inc.
WEDGEWOOD VISION	2,535,804	2/5/02	6-year Affidavit of Use due 2/5/07	Atwood Mobile Products, Inc.
WEDGEWOOD 	1,662,376	10/29/91	Renewal due 10/29/11	Atwood Mobile Products, Inc.

CANADIAN TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Status	Owner
Design 	TMA552518	10/17/01	Renewal due 10/17/16	Dura Operating Corp.
EXCALIBUR	TMA542579	3/16/01	Renewal due 3/16/16	Dura Operating Corp.

B. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Status	Owner
DIGISHIFT	78/578,561	3/2/05	N/A	Dura Automotive Systems, Inc.
DURA AUTOTENSION	76/497,052	3/13/03	Registration review complete	Dura Automotive Systems, Inc.
DURA INTELLISENSE	76/530,868	7/18/03	Renewal due 3/20/07	Dura Automotive Systems, Inc.
DURA QUIETDRIVE	76/569,054	1/9/04	Publication review complete	Dura Automotive Systems, Inc.
DURA RACKLIFT	76/530,660	7/18/03	Registration review	Dura Automotive

Mark	Serial No.	Filing Date	Status	Owner
			complete	Systems, Inc.
DURATRONIX	76/518,149	5/30/03	N/A	Dura Automotive Systems, Inc.
E P B E(P)B	76/441,475	8/19/02	1/16/05 Response to OA filed	Dura Automotive Systems, Inc.
EXCEL	76/015,792	4/3/00	Suspended	Dura Operating Corp.
INNOVATION DRIVEN BY INSPIRATION	76/518,144	5/30/03	Intent-to-Use Publication review complete	Dura Automotive Systems, Inc.
INTELLIADJUST	78/578,570	3/2/05	Renewal due 2/21/07	Dura Automotive Systems, Inc.
INTELLIBOOST	78/578,569	3/2/05	Renewal due 2/21/07	Dura Automotive Systems, Inc.
INTELLISENSE	78/578,564	3/2/05	Renewal due 2/21/07	Dura Automotive Systems, Inc.

C. TRADEMARK LICENSES: None.