

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY **80034-1213**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below

1. Name of conveying party(ies):

DURA Global Technologies, Inc.

- Individual(s)
- General Partnership
- Corporation- State: Michigan
- Other

Citizenship (see guidelines) _____
Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: General Electric Capital
Internal _____ Corporation, as agent
Address: _____
Street Address: 500 W. Monroe
City: Chicago
State: Illinois
Country: USA Zip: 60661

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s):

Execution Date(s) June 27, 2008
 Assignment Merger
 Security Agreement Change of Name
 Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) _____
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

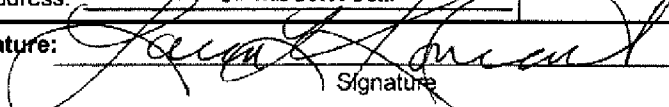
5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath
Internal Address: Winston & Strawn LLP
Street Address: 35 W. Wacker Dr.
City: Chicago
State: IL Zip: 60601
Phone Number: 312-558-6352
Fax Number: 312-558-5700
Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 340
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 232428
Authorized User Name Laura Konrath

9. Signature:  3/31/09
Signature Date
Name of Person Signing: Laura Konrath
Total number of pages including cover sheet, attachments, and document:

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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Continuation Item 1

Atwood Mobile Products, Inc.
(an Illinois Corporation)

Dura Operating Corp.
(a Delaware Corporation)


Continuation Item 4

EXECUTION VERSION
SCHEDULE 4.7 ANNEX A
INTELLECTUAL PROPERTY



INTELLECTUAL PROPERTY

(C) Trademarks

U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Status	Owner
CREATING THE FUTURE DRIVEN BY YOU	77/351,214	12/13/2007	Pending Intent-to-Use	Dura Global Technologies, Inc.
DURA & Design 	77/351,228	12/13/2007	Pending	Dura Global Technologies, Inc.
DURA AUTOMOTIVE SYSTEMS	77/347,792	12/10/2007	Pending	Dura Global Technologies, Inc.
VALET	77/024,823	10/19/2006	Pending Intent-to-Use	Dura Automotive Systems, Inc.

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Status	Owner
DURALEG	2,891,724	10/5/2004	6-year Affidavit of Use due 10/5/2010	Atwood Mobile Products, Inc.
EXCEL 	1,076,891	11/8/1977	Renewal due 11/8/2017	Dura Operating Corp.
EXCEL 	0,972,219	11/6/1973	Renewal due 11/6/2013	Atwood Mobile Products, Inc.
INVISITRAK	3,412,191	4/15/2008	6-year Affidavit of Use due 4/15/2014	Dura Automotive Systems, Inc.
DIGISHIFT	3,108,301	6/20/2006	6-year Affidavit of Use due 6/20/2012	Dura Automotive Systems, Inc.
DURA QUIETDRIVE	2,999,763	9/27/2005	6-year Affidavit of Use due 9/27/2011	Dura Automotive Systems, Inc.
DURA RACKLIFT	2,972,052	7/19/2005	6-year Affidavit of Use due 7/19/2011	Dura Automotive Systems, Inc.
INNOVATION DRIVEN BY INSPIRATION	3,352,789	12/11/2007	6-year Affidavit of Use due 12/11/2013	Dura Automotive Systems, Inc.
DURA AUTOTENSION	2,952,578	5/17/2005	6-year Affidavit of Use due 5/17/2011	Dura Automotive Systems, Inc.

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EXECUTION VERSION

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 27, 2008, by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, 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").

Witnesseth:

WHEREAS, pursuant to that certain Senior Secured Revolving Credit and Guaranty Agreement, dated as of June 27, 2008 (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, ("Company"), Dura Automotive Systems, Inc., (f/k/a "New Dura, Inc.") a Delaware corporation ("Parent"), certain Subsidiaries of Parent and the Company, the Lenders party thereto from time to time (the "Lenders"), GE Capital Markets, Inc., as sole book runner and lead arranger, Wachovia Bank, National Association, as syndication agent, General Electric Capital Corporation, as administrative agent and as collateral agent and Bank of America, as Issuing Bank 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 Revolving Credit Agreement Pledge and Security Agreement dated as of June 27, 2008, 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

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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 all of its United States registered Trademarks and applications for United States registered referred to on Schedule I hereto (the "**Trademark Collateral**");

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.

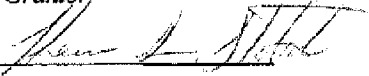
[SIGNATURE PAGES FOLLOW]

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 GLOBAL TECHNOLOGIES, INC.
as Grantor

By: 
Name: Theresa L. Skotak
Title: President

ATWOOD MOBILE PRODUCTS, INC.
as Grantor

By: 
Name: Theresa L. Skotak
Title: President

DURA OPERATING CORP.
as Grantor


By: 
Name: Theresa L. Skotak
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003962 FRAME: 0614

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Collateral Agent

By: 
Name: _____
Title: **Jack F. Morrone**
Duly Authorized Signatory

[Signature Page To Trademark Security Agreement]

Schedule I
to
Trademark Security Agreement

Trademark Registrations

REGISTERED TRADEMARKS


TRADEMARK APPLICATIONS

EXECUTION VERSION
SCHEDULE 4.7 ANNEX A
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