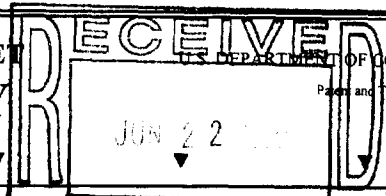


MP 6-22-99

06-25-1999

ONLY



Tab settings



To the Honorable Commis 101077808

the attached original documents or copy thereof.

1. Name of conveying party(ies): The Leslie Metal Arts Company

Individual(s)                       Association

General Partnership               Limited Partnership

Corporation (Michigan)

Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies): Bank of America National Trust and Savings Association, as Administrative Agent

Internal Address: David Gilio, Managing

Street Address: 335 Madison Avenue

City: New York State: NY ZIP: 10017

3. Nature of conveyance:

Assignment                               Merger

Security Agreement                       Change of Name

Other Assumption Agreement

Execution Date: May 25, 1999

Individual(s) citizenship \_\_\_\_\_

Association \_\_\_\_\_

General Partnership \_\_\_\_\_

Limited Partnership \_\_\_\_\_

Corporation-State \_\_\_\_\_

Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached:

Yes  No

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1. 1,388,787                              2. 1,275,222

Additional numbers attached?  Yes  No

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

Name: Lori E. Lesser, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: .....

7. Total fee (37 CFR 3.41): ..... \$65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Lori E. Lesser, Esq.  
Name of Person Signing

[Signature]  
Signature

6/21/99  
Date

Total number of pages comprising cover sheet:

06/24/1999 INVENTION 00000130-1300307

01 FC:481 40.00 DP  
02 FC:482 25.00 DP

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents and Trademarks, Box Assignments  
Washington, D.C. 20231

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT, dated as of May 25, 1999 made by The Leslie Metal Arts Company, a Michigan corporation (the "Additional Grantor"), in favor of the BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as administrative agent (in such capacity, the "Administrative Agent") for the banks and other financial institutions or entities (the "Lenders") parties to the Credit Agreement referred to below.

WITNESSETH:

WHEREAS, AMERICAN BUMPER & MFG. CO., a Michigan corporation (the "Borrower"), the Lenders, BANC OF AMERICA SECURITIES LLC, as Lead Arranger and Book Manager, and BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Administrative Agent, have entered into a Credit Agreement, dated as of April 30, 1997, as amended and restated as of May \_\_, 1999 (as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Affiliates (other than the Additional Grantor) have entered into the Amended and Restated Guarantee and Collateral Agreement, dated as of April 30, 1997, as amended and restated as of October 13, 1998 (as further amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Administrative Agent for the benefit of the Lenders, all capitalized terms not defined herein shall have the meaning ascribed to them in the Guarantee and Collateral Agreement;

WHEREAS, the Credit Agreement requires the Additional Grantor to become a party to the Guarantee and Collateral Agreement; and

WHEREAS, the Additional Grantor has agreed to execute and deliver this Assumption Agreement in order to become a party to the Guarantee and Collateral Agreement;

**NOW, THEREFORE, IT IS AGREED:**

1. Guarantee and Collateral Agreement. By executing and delivering this Assumption Agreement, the Additional Grantor, as provided in Section 8.15 of the Guarantee and Collateral Agreement, hereby becomes a party to the Guarantee and Collateral Agreement as a Grantor thereunder with the same force and effect as if originally named therein as a Grantor and, without limiting the generality of the foregoing, hereby expressly assumes all obligations and liabilities of a Grantor thereunder. The information set forth in Annex 1-A hereto is hereby added to the information set forth in Schedules 1, 2, 3, 4, 5 and 6, as applicable, to the Guarantee and Collateral Agreement. The Additional Grantor hereby represents and warrants that each of the representations and warranties contained in Section 4 of the Guarantee and Collateral

Agreement is true and correct on and as the date hereof (after giving effect to this Assumption Agreement) as if made on and as of such date.

2. Grant of Security Interest. The Additional Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Lenders, as security interest in all of the following property now owned or at any time hereafter acquired by the Additional grantor or in which the Additional Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Additional Grantor Collateral"), as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Additional Grantor's Obligations:

- i. All Accounts;
- ii. All Chattel Paper;
- iii. All Documents;
- iv. All Equipment (other than Equipment secured by a Lien permitted pursuant to Section 8.3(f) or 8.3(g) of the Credit Agreement);
- v. All General Intangibles;
- vi. All Instruments;
- vii. All Intellectual Property;
- viii. All Inventory;
- ix. All Pledged Securities
- x. All books and records pertaining to the Additional Grantor Collateral; and
- xi. To the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

3. Governing Law. **THIS ASSUMPTION AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the undersigned has caused this Assumption Agreement to be duly executed and delivered as of the date first above written.

THE LESLIE METAL ARTS COMPANY

By:  \_\_\_\_\_

Name:

Title:

**ADDENDUM TO SCHEDULE 1  
NOTICE ADDRESSES**

1. The Leslie Metal Arts Co., Inc.  
3225 32<sup>nd</sup> Street, S.E.  
Grand Rapids, MI 49512  
Attention: President

Phone:

Fax:

**ADDENDUM TO SCHEDULE 2  
DESCRIPTION OF PLEDGED SECURITIES**

Pledged Stocks:

<b><u>Issuer</u></b>	<b><u>Class of Stock</u></b>	<b><u>Stock Certificate No.</u></b>	<b><u>No. of Shares</u></b>
The Leslie Metal Arts Co., Inc.	Common - Voting	412	145,366
The Leslie Metal Arts Co., Inc.	Common - Non-voting	131	272,158
Lescoa International, Ltd.			650

**ADDENDUM TO SCHEDULE 3  
FILING AND OTHER ACTIONS  
REQUIRED TO PERFECT SECURITY INTERESTS**

**Uniform Commercial Code Filings**

Financing Statement filing locations in the following jurisdictions:

Grantor and  
Property Location:

State Filing Office:

The Leslie Metal Arts Co., Inc.  
3225 32<sup>nd</sup> Street, S.E.  
Grand Rapids, MI 49512

State of Michigan  
UCC Unit, P.O. Box 30197  
Lansing, Michigan 48909

**Patent, Copyright and Trademark Filings**

Filings with the U.S. Patent and Trademark Office with respect to Trademarks and Patents of The Leslie Metal Arts Co., Inc.

## **Actions with respect to Pledged Stock**

The Administrative Agent shall be in receipt of the following certificates representing shares of Capital Stock pledged, together with an undated stock power for each such certificate executed in blank by a duly authorized officer of the pledgor thereof:

<u>Issuer</u>	<u>Class of Stock</u>	<u>Stock Certificate No.</u>	<u>No. of Shares</u>
The Leslie Metal Arts Co., Inc.	Common - Voting	412	145,366
The Leslie Metal Arts Co., Inc.	Common - Non-Voting	131	272,158
Lescoa International, Ltd.			650

### **Other Actions**

None.

**ADDENDUM TO SCHEDULE 4  
CHIEF EXECUTIVE OFFICES**

<b><u>Company Name</u></b>	<b><u>Jurisdiction of Organization</u></b>	<b><u>Address of Chief Executive Office</u></b>
The Leslie Metal Arts Co., Inc.	Michigan	3225 32 <sup>nd</sup> Street, S.E. Grand Rapids, MI 49512



**ADDENDUM TO SCHEDULE 5**

**LOCATION OF INVENTORY AND EQUIPMENT**

**GRANTOR**

The Leslie Metal Arts Co., Inc.

**LOCATIONS**

3225 32<sup>nd</sup> Street, S.E.  
Grand Rapids, Michigan 49512

545 Ionia Avenue, S.W.  
Grand Rapids, Michigan 49503

900 E. Main Street  
Middleville, Michigan 49333

3035 32<sup>nd</sup> Street, S.E.  
Grand Rapids, Michigan 49512

2890 29<sup>th</sup> Street, S.E.  
Kentwood, Michigan 49512

3025 Breton Avenue, S.E.  
Grand Rapids, Michigan 49512

3075 Breton Avenue, S.E.  
Grand Rapids, Michigan 49512

3145 Shaffer Road, S.E.  
Grand Rapids, Michigan 49512

1533 North Woodward Avenue  
Suite 315  
Bloomfield Hills, Michigan  
48304

2998 Waterview  
Rochester Hills, Michigan  
46309

3903 Hamlin Road  
Rochester Hills, Michigan  
48309

**ADDENDUM TO SCHEDULE 6  
GUARANTEE AND COLLATERAL AGREEMENT**

**Intellectual Property**

**The Leslie Metal Arts Co., Inc.**

**Trademarks:**

Registered Trademark "Lescoa"

Registration No. 1,388,787

Registered April 8, 1986

Renewal due April 8, 2006

Registered Trademark "Lescoa Cabinetmate"

Registration No. 1,275,222

Registered April 24, 1984

Renewal due April 24, 2004

**Licenses:**

fischerwerke License Agreement of May 2, 1995.

Stimsonite Agreement, dated June 12, 1996.

Duroplast Cooperation and Technical Know-How Agreement, dated October 30, 1997.

Zizala Lichtsysteme GmbH Agreement of Cooperation.

**Patents:**

See attached Schedule of Patents which is incorporated herein by reference.

Title	Country	Inventor(s)	Patent No./ Issue Date	App'l No./ Filing Date	Comments
Drawer Glide Assembly	U.S.	Vander Ley et al.	4,274,689 6/23/81	06/073,705 9/10/79	Active (due to expire 9/10/99)
Double Reflector Headlight	U.S.	Alchinger, et al		08/763,251 12/10/96	Pending
Overhead Lamp Assembly For a Vehicle Interior	U.S.	Marvin, et al		08/908,999 8/8/97	Pending
Container Holder	U.S.	Ejmont, et al	5,527,008 6/18/96	08/179,988 1/11/94	Issued
Container Holder	U.S.	Lancaster		08/758,237 11/27/96	Pending
Container Holder	European	Conte, et al.		97 120 839 2 11/27/97	Pending
Container Holder	U.S.	Conte, et al		08/757,450 11/27/96	Pending
Ice/Water Dispenser Closure Panel for An Upright Refrigerator Door	U.S.	Conte, et al		08/744,977 11/7/96	Pending
Drawer Mounted Cup Holder	U.S.	Fischer et al.	4,953,771 9/4/90	316,971 2/28/89	Issued
Lazy Susan Assembly Having a Rotational and Vertical Adjustment Mechanism	U.S.	Baker	4,433,885 2/28/84	266,381 5/22/81	Abandoned
Overhead Lamp Assembly for a Vehicle Interior	U.S.	Tuttle, et al.		08/839/995 6/27/97	Pending
Container Holder	U.S.	Driesenga, et al.		09/018,357 2/4/98	Pending

Title	Country	Inventor(s)	Patent No./ Issue Date	Appl. No./ Filing Date	Comments
CHMSL Lamp Assembly	U.S.				Proposed
Container Holder with Over-Torque Prevention Mechanism	U.S.	Lancaster et al		60/069,073 12/9/97	Pending
Fascia for a Vehicle Having Taillight Assemblies Mounted thereon	U.S.	Marvin, et al.		60/068,459 12/22/97	Pending
Spring Loaded Drawer Assembly with Mechanical Damping	U.S.	Williams, et al.	4,494,806 1/22/85	494,414 5/13/83	Abandoned
Rotary-Position Catch for Rotatable Shelf Units	U.S.	Hyder, et al.	4,418,970 12/6/83	236,158 2/20/81	Abandoned
Removal Center Console Assembly for a Vehicle	U.S.				Proposed
Container Holder	U.S.			09/074,885 58/98	Pending

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