

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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### 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):

Durakon Industries, Inc.

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State MI
- Other \_\_\_\_\_

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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other \_\_\_\_\_

Execution Date: October 31, 2002

2. Name and address of receiving party(ies)

Name: Fleet National Bank, as Agent

Internal Address: Mail Code: CT EH 40221A

Street Address: 777 Main Street

City: Hartford State: CT Zip: 06115

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State \_\_\_\_\_
- Other National Bank

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

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

A. Trademark Application No.(s)

76398373 & 76125786

B. Trademark Registration No.(s)

\_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Buchanan Ingersoll P. C.

Internal Address:

Attention: Elaine A. Barone

35th Floor

Street Address: 140 Broadway

City: New York State: NY Zip: 10005

6. Total number of applications and registrations involved: 2

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1448

(Attach 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.*

Elaine A. Barone

Name of Person Signing

*Elaine A. Barone*

Signature

February 20, 2003

Date

Total number of pages including cover sheet, attachments, and document: 5

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

**AMENDMENT TO MEMORANDUM OF TRADEMARK AND SERVICE MARK  
SECURITY INTEREST**

This Amendment to Memorandum of Trademark and Service Mark Security Interest is dated as of October 31, 2002, among Durakon Industries, Inc., a Michigan corporation (the "Mark Owner"), having a place of business at 2101 N. Lapeer Road, Lapeer, Michigan 48446, and the Lenders under that certain Credit Agreement, dated as of July 26, 1999 (as the same has been and may be amended from time to time, the "Credit Agreement"), the Mark Owner, JerrDan Corporation, a Pennsylvania corporation, Benton Plastics, Inc., a Maine corporation, LPIV, LLC, a Delaware limited liability company, and Fleet National Bank, as Agent (the "Secured Party").

1. Pursuant to the Security Agreement, dated as of July 26, 1999, executed in connection with the Credit Agreement (the "Security Agreement"), the Mark Owner has granted to the Secured Party a security interest in certain trade marks, service marks and applications therefor listed with particularity on Exhibit A to that certain Memorandum of Trademark and Service Mark Security Interest, dated as of July 26, 1999, and recorded on August 10, 1999 with the United States Department of Commerce Patent and Trademark Office (the "Memorandum"), in the name of the Mark Owner, together with the registrations thereof and good will symbolized thereby (collectively, the "Collateral").
2. Attached hereto as Schedule "1" are certain trade marks, service marks and applications therefor, in the name of the Mark Owner, together with the registrations thereof and good will symbolized thereby (collectively, the "Additional Collateral"), which shall supplement and be in addition to, and not replace, the said Exhibit A to the Memorandum, and shall be considered part of the Memorandum for all purposes.
3. The Additional Collateral shall be considered part of the Collateral for all purposes.
4. The Mark Owner is the exclusive owner of all rights in the Additional Collateral, including all rights to prosecute for unconsented use and infringement thereof. The Mark Owner has the capacity to grant to the Secured Party the security interests granted under the Security Agreement.

[NO FURTHER TEXT ON THIS PAGE]

The Mark Owner and the Secured Party have executed this Memorandum effective as of the first above written.

DURAKON INDUSTRIES, INC.

By:   
Name: James C. Smith  
Title: Vice President & Chief Financial Officer

FLEET NATIONAL BANK

By: \_\_\_\_\_  
Name: Donald R. Nicholson  
Title: Senior Vice President

The Mark Owner and the Secured Party have executed this Memorandum effective as of the date first above written.

DURAKON INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: James C. Smith  
Title: Vice President & Chief Financial Officer

FLEET NATIONAL BANK

By: Donald R. Nicholson  
Name: Donald R. Nicholson  
Title: Senior Vice President

**SCHEDULE "1"**

Additional Collateral

Owner of Record	Country	Trademark	Application or Registration No.	Filing Date	Registration Date	Goods
Durakon	USA	DURACOVER	Serial No. 76398373	04/22/2002	N/A	Covers for cargo areas of pick-up trucks, cars or vans
Durakon	USA	TUFFPRO	Serial No. 76125786	09/08/2000	N/A	Cargo management devices in the nature of non-metal straps, slings and tie downs for securing cargo and protective mats for the cargo area of pick-up trucks, vans and sport utility vehicles