

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
Oxford Automotive, Inc.		11/04/2003	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	The Oxford Investment Group, Inc.
Street Address:	40900 Woodward Avenue, Suite 130
City:	Bloomfield Hills
State/Country:	MICHIGAN
Postal Code:	48304
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2373201	OXFORD AUTOMOTIVE
Registration Number:	2425433	OXFORD AUTOMOTIVE

CORRESPONDENCE DATA

Fax Number: (248)594-0610

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

Phone: 248-594-0629

Email: tmdocketing@raderfishman.com

Correspondent Name: Rader, Fishman & Grauer PLLC

Address Line 1: 39533 Woodward Ave. Suite 140

Address Line 4: Bloomfield Hills, MICHIGAN 48304

ATTORNEY DOCKET NUMBER:

66264-0001

NAME OF SUBMITTER:

Michael A. Lisi, Esq.

Total Attachments: 13

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SECURITY AGREEMENT

THIS AGREEMENT is made as of the 4th day of November, 2003, by and between **OXFORD AUTOMOTIVE, INC.**, a Michigan corporation ("Company"), whose chief executive office is located at 1250 Stephenson Highway, Troy, Michigan 48083, and **THE OXFORD INVESTMENT GROUP, INC.**, a Michigan corporation ("OIG"), whose address is 40900 Woodward Avenue, Suite 130, Bloomfield Hills, Michigan 48304.

RECITALS:

A. OIG has sold to the Company certain tradenames ("Tradenames"), trademarks and the national trademark registrations (and applications therefor) listed in Schedule A attached to this Agreement (collectively the "Marks") (the Tradenames and the Marks are hereinafter collectively referred to as the "Tradenames and Marks") for a purchase price equal to _____ (the "Purchase Price") pursuant to the terms of a certain Trademark and Tradename Transfer Agreement of even date herewith (the "Tradename Agreement").

B. The Company has agreed to grant OIG a first priority security interest in the Collateral (as hereinafter defined) to secure the payment of the Purchase Price and the other obligations of Company under the Tradename Agreement, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising and howsoever evidenced under the Tradename Agreement.

NOW, THEREFORE, in consideration of the Recitals and the covenants and agreements herein contained, the Company hereby agrees as follows:

1. **Security for Liabilities.** As security for the Company's obligation to pay the Purchase Price to OIG including any modifications or extensions thereof, and all obligations of any and every kind and nature heretofore, now or hereafter owing from Company to OIG under the Tradename Agreement, plus all interest, reasonable costs, expenses and reasonable attorney fees which may be made or incurred by OIG in the disbursement, administration or collection of such obligations and in the protection, maintenance and liquidation of the Collateral (hereinafter collectively called "Liabilities"), Company hereby grants to OIG a continuing first priority purchase money security interest in the property and interests in property described below (hereinafter referred to as the "Collateral").

2. **Collateral.** The Collateral covered by this Agreement consists of the Tradenames and Marks, all goodwill related thereto and/or that they represent, and all manifestations of such goodwill, including without limitation all common law rights therein and all applications to register and registrations thereof, and all its right, title and interest therein on a world-wide basis, as well as the right to sue and collect damages in the Company's own name for any and all past, present and future infringement, dilution or other injury to the goodwill thereof, which it now owns or shall hereafter acquire or create immediately upon the acquisition or creation thereof, and includes, but is not limited to, any items listed on any schedule or list attached hereto:

a. All Proceeds (whether Cash Proceeds or Noncash Proceeds) of the foregoing property, including without limitation proceeds of insurance payable by reason of loss or damage to the foregoing property.

b. All products of, additions and accessions to, and renewals, substitutions, betterments and replacements for the foregoing property.

Terms used and not otherwise defined in this Agreement shall have the meaning given such terms in the Michigan Uniform Commercial Code. In the event the meaning of any term defined in the Michigan Uniform Code is amended after the date of this Agreement, the meaning of such term as used in this Agreement shall be that of the more encompassing of: (i) the definition contained in the Michigan Uniform Commercial Code prior to the amendment, and (ii) the definition contained in the Michigan Uniform Commercial Code after the amendment.

3. **Perfection of Security Interest.** Company hereby authorizes OIG to file financing statement(s) and/or other instruments describing the Collateral in all public offices, including but not limited to, the U.S. Federal Trademark and Patent Office, deemed necessary by OIG, and to take any and all actions, including, without limitation, filing all financing statements, continuation financing statements and all other documents that OIG may reasonably determine to be necessary to perfect and maintain OIG's first priority security interest in the Collateral. Company agrees to promptly execute and deliver to OIG all financing statements, continuation financing statements, all other documents that OIG may reasonably request in form satisfactory to OIG to perfect and maintain OIG's security interests in the Collateral. In order to fully consummate all of the transactions contemplated hereunder, Company shall make appropriate entries on its books and records disclosing OIG's first priority security interest in the Collateral.

4. **Covenants.** Company covenants and agrees that while any of the Liabilities remain unperformed and unpaid it will: (a) preserve its legal existence or the legal existence of any entity into which it merges or with which it is merged; (b) not change the state where it is located, without giving written notice to OIG thereof at least thirty (30) days prior to the effective date of such change; (c) neither change its name, form of business entity nor address of its chief executive office without giving written notice to OIG thereof at least thirty (30) days prior to the effective date of such change and Company agrees that all documents, instruments and agreements related to the changes specified in this subsection 4(c) shall be prepared, filed, and recorded at Company's expense prior to the effective date of such change; (d) maintain the Collateral and all registrations and filings relating thereto in good standing and without delinquency except as otherwise provided in Section 3(c) of the Tradename Agreement; (e) not sell, assign, transfer, convey, mortgage, alienate, grant a security interest in or otherwise dispose of or abandon (except for a transfer to OIG in accordance with the provisions of the Tradename Agreement) the Collateral until the Purchase Price has been paid in full; and (f) maintain the security interest granted to OIG hereunder as a first priority security interest at all times that is prior and superior in all respects to any rights, liens, security interests or other claims of any person or entity.

5. **Taxes, Etc.** Company shall pay promptly all taxes, levies, assessments, and charges of any kind upon or relating to the Collateral, imposed from and after the date hereof.

6. **Information.** Company shall deliver copies of all registrations and other documents evidencing the existence and status of the Collateral upon reasonable request by OIG.

7. **Events of Default.** The Company, without notice or demand of any kind, shall be in default under this Agreement upon the occurrence of any of the following events (each an "Event of Default"):

a. **Nonpayment of Obligations.** Any amount due and owing on the Liabilities or any fees due OIG hereunder, any reasonable expenses incurred by OIG hereunder is not paid when due.

b. **Nonperformance.** Any failure to perform or default in the performance of any covenant, condition or agreement contained in this Agreement, including, but not limited to, any failure to maintain the security interest granted to OIG hereunder as a first priority security interest that is prior and superior in all respects to any rights, liens, security interests or other claims of any other person or entity.

c. **Assignment for Creditors.** The Company makes an assignment for the benefit of creditors, fails to pay, or admits in writing its inability to pay its debts as they mature; or if a trustee of any substantial part of the assets of the Company is applied for or appointed, and in the case of such trustee being appointed in a proceeding brought against the Company, the Company, by any action or failure to act indicates its approval of, consent to, or acquiescence in such appointment and such appointment is not vacated, stayed on appeal or otherwise shall not have ceased to continue in effect within thirty (30) days after the date of such appointment.

d. **Bankruptcy.** Any proceeding involving the Company or its subsidiaries, is commenced by or against Company or its subsidiaries under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law or statute of the federal government or any state government, and in the case of any such proceeding being instituted against the Company, (i) the Company, by any action or failure to act indicates its approval of, consent to or acquiescence therein, or (ii) an order shall be entered approving the petition in such proceedings and such order is not vacated, stayed on appeal or otherwise shall not have ceased to continue in effect within thirty (30) days after the entry thereof.

e. **Collateral Impairment.** The entry of any judgment, decree, levy, attachment, garnishment or other process, or the filing of any lien against any Collateral securing any of the Liabilities and such judgment or other process shall not have been, within thirty (30) days from the entry thereof, (i) bonded over to the satisfaction of OIG and appealed, (ii) vacated, or (iii) discharged, or the loss, theft, destruction, seizure or forfeiture, or the occurrence of any material deterioration or impairment of any of any collateral securing any of the Liabilities any material decline or depreciation in the value or market price thereof (whether actual or reasonably anticipated), which causes any Collateral securing any of the Liabilities, to become reasonably unsatisfactory as to value or character, or which causes the likelihood for repayment and performance of the Liabilities to be impaired, time being of the essence. The cause of such deterioration, impairment, decline or depreciation shall include, but is not limited to, the failure by the Company to do any act deemed reasonably necessary to preserve and maintain the value and collectability of the Collateral securing any of the Liabilities.

8. **Remedies Upon Default.** Upon the occurrence of any Event of Default and the failure by the Company to cure same within fifteen (15) days after written notice thereof with respect to an Event of Default described in Section 7a above or within thirty (30) days after written notice thereof with respect to an Event of Default described in Section 7b above, any and all of the Liabilities may, at the option of OIG, be declared and thereupon shall immediately become due and payable and OIG may exercise from time to time any rights and remedies including, but not limited to, the right to bring an action against the Company to collect the Liabilities without the necessity of pursuing or enforcing any rights or remedies with respect to the Collateral or the right to possession of the Collateral or any other

right or remedies available to it under applicable law, all of which rights and remedies shall be cumulative. OIG may directly contact third parties and enforce against them all rights which arise with respect to the Collateral and to which Company or OIG would be entitled. OIG shall have the right to hold any property then in, upon or in any way affiliated to said Collateral at the time of repossession even though not covered by this Agreement until return is demanded in writing by the Company. Company agrees, upon the occurrence of an Event of Default, to assemble at its expense all the Collateral and make it available to OIG at a convenient place acceptable to OIG and to reassign and convey the Collateral to OIG upon demand after reasonable notice. Company agrees to pay all reasonable costs in connection with enforcement of rights hereunder, including reasonable attorney fees and legal expenses, including participation in Bankruptcy proceedings, and expense of realizing upon the Collateral. If any notification of intended disposition of any of the Collateral is required by law, such notification, if mailed, shall be deemed reasonably and properly given if sent at least ten (10) days before such disposition, postage prepaid, addressed to the Company either at the address shown above or at any other address of the Company appearing on the records of OIG and to such other parties as may be required by the Michigan Uniform Commercial Code. Company acknowledges that OIG may retain the Collateral for its own account, use or disposition without further obligation to Company. Company further acknowledges that if OIG elects to sell the Collateral or any part thereof, following an Event of Default, it may be unable to effect a public sale of all or any portion of the Collateral because of certain legal and/or practical restrictions and provisions which may be applicable to the Collateral and, therefore, may be compelled to resort to one or more private sales to a restricted group of offerees and purchasers. After an Event of Default, Company consents to any such private sale so made even though at places and upon terms less favorable than if the Collateral were sold at public sale. OIG may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance will not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. OIG may specifically disclaim any warranties as to the Collateral. If OIG sells any of the Collateral upon credit, Company will be credited only with payments actually made by the purchaser, received by OIG and applied to the indebtedness of the purchaser. In the event the purchaser fails to pay for the Collateral, OIG may resell the Collateral and the Company shall be credited with the proceeds of sale. OIG shall have no obligation to marshal any assets in favor of the Company. Company waives the right to jury trial in any proceeding instituted with respect to the Collateral. If the Collateral shall be insufficient to pay the entire Liabilities, Company shall pay to OIG the resulting deficiency upon demand. Company expressly waives any and all claims of any nature, kind or description which it has or may hereafter have against OIG or its representatives, by reason of taking, selling or collecting any portion of the Collateral in the course of exercising its remedies hereunder. Company consents to releases of the Collateral at any time (including prior to default) and to sales of the Collateral in groups, parcels or portions, or as an entirety, as OIG shall deem appropriate. Company expressly absolves OIG from any loss or decline in market value of any Collateral by reason of delay in the enforcement or assertion or nonenforcement of any rights or remedies under this Agreement. Company agrees that OIG shall, upon the occurrence of an Event of Default, have the right to peacefully retake any of the Collateral. Company waives any right it may have in such instance to a judicial hearing prior to such retaking.

9. **General.** Time shall be deemed of the very essence of this Agreement. Except as otherwise defined in this Agreement, all terms in this Agreement shall have the meanings provided by the Michigan Uniform Commercial Code. OIG shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its possession if it takes such action for that purpose as Company requests in writing, but failure of OIG to comply with any such request shall not of itself be deemed a failure to exercise reasonable care, and failure of OIG to preserve or protect any rights with respect to such Collateral against any prior parties or to do any act with respect to the preservation of such Collateral not so requested by Company shall not be deemed a failure to exercise reasonable care in

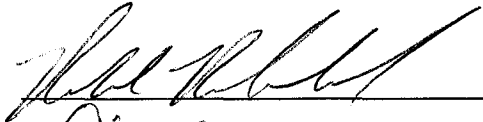
the custody and preservation of such Collateral. This Agreement has been delivered in Michigan and shall be construed in accordance with the laws of the State of Michigan. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. The rights and privileges of OIG hereunder shall inure to the benefit of its successors and assigns, and this Agreement shall be binding on all heirs, personal representatives, assigns and successors of Company and all persons who become bound as a debtor to this Agreement.

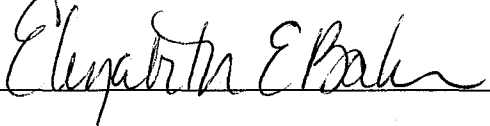
10. **No Waiver.** Any delay on the part of OIG in exercising any power, privilege or right hereunder, or under any other instrument executed by Company to OIG in connection herewith shall not operate as a waiver thereof, and no single or partial exercise thereof, or the exercise of any other power, privilege or right shall preclude other or further exercise thereof, or the exercise of any other power, privilege or right. The waiver of OIG of any default by Company shall not constitute a waiver of any subsequent defaults, but shall be restricted to the default so waived. All rights, remedies and powers of OIG hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all rights, remedies, and powers given hereunder or in or by any other instruments, or by the Michigan Uniform Commercial Code, or any laws now existing or hereafter enacted. The Company acknowledges that this is the entire agreement between the parties except to the extent that writings signed by the party to be charged are specifically incorporated herein by reference either in this Agreement or in such writings, and acknowledges receipt of a true and complete copy of this Agreement.

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IN WITNESS WHEREOF, this Security Agreement was executed and delivered by the undersigned on the date stated in the first paragraph above.

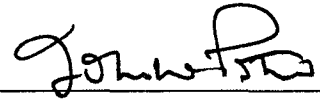
Witnesses:

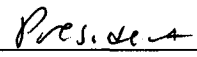




Company:

OXFORD AUTOMOTIVE, INC., a Michigan corporation

By: _____

Its: _____

OIG:

THE OXFORD INVESTMENT GROUP, INC., a Michigan corporation

By: _____

Its: _____

IN WITNESS WHEREOF, this Security Agreement was executed and delivered by the undersigned on the date stated in the first paragraph above.

Witnesses:

Company:

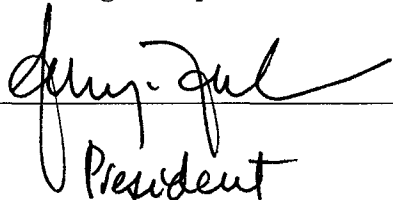
OXFORD AUTOMOTIVE, INC., a Michigan corporation

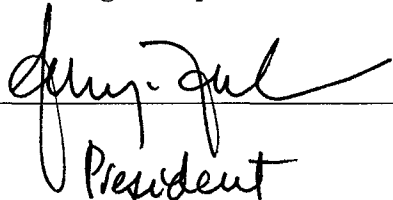
By: _____

Its: _____

OIG:

THE OXFORD INVESTMENT GROUP, INC., a Michigan corporation

By:  _____

Its:  President _____

Schedule A

Trademarks (October 10, 2003)

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS
OXFORD AUTOMOTIVE	United States	75/270,834	2,373,201	Registered
OXFORD AUTOMOTIVE and Design	United States	75/270,833	2,425,433	Registered
OXFORD AUTOMOTIVE	Canada	857709	TMA548453	Registered
OXFORD AUTOMOTIVE and Design	Canada	857708	TMA548417	Registered
OXFORD AUTOMOTIVE (Int'l Class 6)	Mexico (English)	309501	561907	Registered
OXFORD AUTOMOTIVE and Design (Int'l Class 6)	Mexico (English)	309503	564291	Registered
OXFORD AUTOMOTIVE (Int'l Class 40)	Mexico (English)	309502	639339	Registered
OXFORD AUTOMOTIVE (Int'l Class 42)	Mexico (English)	309504	564292	Registered
OXFORD AUTOMOTRIZ (Int'l Class 6)	Mexico (Spanish)	310728	564839	Registered
OXFORD AUTOMOTRIZ (Int'l Class 40)	Mexico (Spanish)	310729	620242	Registered
OXFORD AUTOMOTRIZ and Design (Int'l Class 6)	Mexico (Spanish)	310730	564484	Registered

Schedule A- 1

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MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS
OXFORD AUTOMOTRIZ and Design (Int'l Class 42)	Mexico (Spanish)	310731	565433	Registered
OXFORD AUTOMOTIVE	Denmark	1999 2222 VA	2001 957 VR	Registered
OXFORD AUTOMOTIVE and Design	Denmark	1999 2223 VA	2001 956 VR	Registered
OXFORD AUTOMOTIVE	France	97/696967	97 696967	Registered
OXFORD AUTOMOTIVE and Design	France	97/696966	97 696966	Registered
OXFORD AUTOMOTIVE	Germany	397 47 065.7	397 47 065	Registered
OXFORD AUTOMOTIVE and Design	Germany	397 47 066.5	397 47 066	Registered
OXFORD AUTOMOTIVE	Italy	TO97C002601	794720	Registered
OXFORD AUTOMOTIVE and Design	Italy	TO97C002600	794719	Registered
OXFORD AUTOMOTIVE (Int'l Class 6)	Spain	2.116.950	2.116.950	Registered
OXFORD AUTOMOTIVE and Design (Int'l Class 6)	Spain	2.116.952	2.116.952	Registered
OXFORD AUTOMOTIVE (Int'l Class 42)	Spain	2.116.951	2.116.951	Registered
OXFORD AUTOMOTIVE and Design (Int'l Class 42)	Spain	2.116.953	2.116.953	Registered

Schedule A- 2

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS
OXFORD AUTOMOTIVE and Design	United Kingdom	2147070	2147070	Registered
OXFORD AUTOMOTIVE	Venezuela	16000-98	P-227,009	Registered
OXFORD AUTOMOTIVE and Design	Venezuela	15999-98	P-222,861	Registered
OXFORD TECHNOLOGIES	United States	76/194487		Allowed; [08/09/2003 - A request for the second extension of time to file a statement of use has been granted.]
OXFORD TECHNOLOGIES and Design	United States	76/194488		Abandoned – Notice of Expiration in File
OXFORD TECHNOLOGIES	Canada	1109366		Pending
OXFORD TECHNOLOGIES and Design	Canada	1109367		Pending
OXFORD TECHNOLOGIES	Czech Republic	169648		Abandoned – associate instructed to close file
OXFORD TECHNOLOGIES and Design	Czech Republic	169647	243773	Abandoned- further prosecution/renewal; associate instructed to close file; However mark is still registered – expires 7/16/2011
OXFORD TECHNOLOGIES	Denmark	2001 2741 VA	2001 4728 VR	Registered

Schedule A- 3

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS
OXFORD TECHNOLOGIES and Design	Denmark	2001 2742 VA	2001 4747 VR	Registered
OXFORD TECHNOLOGIES	France	01/3111671	01 3111671	Registered
OXFORD TECHNOLOGIES and Design	France	01/3111668	01 3111668	Registered
OXFORD TECHNOLOGIES	Germany	301 42 877.8/12		Abandoned – associate instructed to close file – application withdrawn; however application is still pending and may still issue
OXFORD TECHNOLOGIES and Design	Germany	301 47 617.9/12	301 47 617	Registered
OXFORD TECHNOLOGIES	Hungary	M0103875		Abandoned – associate instructed to close file
OXFORD TECHNOLOGIES and Design	Hungary	M0103876	173661	Registered
OXFORD TECHNOLOGIES	Italy	TO2001C002401		Pending
OXFORD TECHNOLOGIES and Design	Italy	TO2001C002402		Pending

Schedule A- 4

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS
OXFORD TECHNOLOGIES (Int'l Class 12)	Mexico	0496145	723529	Registered
OXFORD TECHNOLOGIES (Int'l Class 42)	Mexico	0496146	723530	Registered
OXFORD TECHNOLOGIES and Design (Int'l Class 12)	Mexico	0496147	764710	Registered
OXFORD TECHNOLOGIES and Design (Int'l Class 42)	Mexico	0496148	719796	Registered
OXFORD TECHNOLOGIES	Poland	Z-238185		Pending
OXFORD TECHNOLOGIES and Design	Poland	Z-238184		Pending
OXFORD TECHNOLOGIES (Int'l Class 012)	Spain	2.415.167		Abandoned – associate instructed to close file [Canceled]
OXFORD TECHNOLOGIES (Int'l Class 042)	Spain	2.415.168		Abandoned – associate instructed to close file [Cancelled]
OXFORD TECHNOLOGIES and Design (Int'l Class 012)	Spain	2.415.165		Abandoned – associate instructed to close file [Cancelled]
OXFORD TECHNOLOGIES and Design (Int'l Class 042)	Spain	2.415.166		Abandoned – associate instructed to close file [Cancelled]

Schedule A- 5

MARK	COUNTRY	APPLICATION NO.	REGISTRATION NO.	STATUS
OXFORD TECHNOLOGIES	Turkey	066299		Abandoned -- associate instructed to close file
OXFORD TECHNOLOGIES and Design	Turkey	066300		Abandoned -- associate instructed to close file
OXFORD TECHNOLOGIES	United Kingdom	2275423		Abandoned -- associate instructed to close file [Abandoned]
OXFORD TECHNOLOGIES and Design	United Kingdom	2275425		Abandoned -- associate instructed to close file [Abandoned]

Schedule A- 6

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RECORDED: 12/16/2003

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