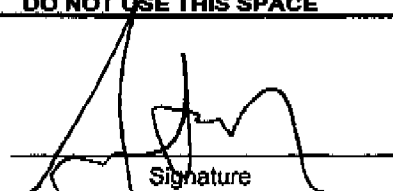


<b>RECORDATION FORM COVER SHEET</b> <b>TRADEMARKS ONLY</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇌ ⇌ ⇌		
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.		
<b>1. Name of conveying party(ies):</b> Oxford Automotive Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Michigan	<b>2. Name and address of receiving party(ies)</b> Name: <u>Silver Point Finance, LLC, as administrative agent</u> Internal Address: _____  Street Address: <u>600 Steamboat Road Greenwich</u> City: <u>Greenwich</u> State: <u>CT</u> Zip: <u>06830</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>A Delaware Limited Liability Company</u> <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>November 4, 2003</u>		
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s) <u>76/194,487</u> _____ _____	B. Trademark Registration No.(s) <u>2,373,201 2,425,433</u> _____ _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: <u>David Postolski</u> Internal Address: <u>19th Floor</u> _____ _____ Street Address: <u>919 Third Avenue</u> _____ City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>	<b>6. Total number of applications and registrations involved:</b> ..... <span style="border: 1px solid black; padding: 2px;">3</span>	
	<b>7. Total fee (37 CFR 3.41)</b> ..... \$ <u>90</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account	
	<b>8. Deposit account number:</b> <u>500675 - Schulte Roth &amp; Zabel</u>	
<b>DO NOT USE THIS SPACE</b>		
<b>9. Signature.</b>  <u>Santo Manna, Esq.</u> Name of Person Signing		
 Signature		<u>12/22/03</u> Date
Total number of pages, including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">7</span>		

CH \$90.00 500675 76194487

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

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Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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

**Item No. 1 Continued**

Names of Additional conveying party(ies):

Lobdell Emery Corporation,  
A Michigan corporation

OASP, INC.,  
A Michigan corporation

OASP II, Inc.,  
A Michigan corporation

RPI Holdings, Inc.,  
A Michigan corporation

RPI, Inc.,  
A Michigan corporation

Prudenville Manufacturing Inc.,  
A Michigan corporation

Oxford Suspension, Inc.,  
A Michigan corporation

Howell Industries, Inc.,  
A Michigan corporation

CE Technologies, Inc.,  
A Michigan corporation

Tool And Engineering Company,  
A Michigan corporation

Oxford Automotive, Alabama Inc.,  
A Michigan corporation

## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of November 4, 2003, by Oxford Automotive Inc. (the "Company") Lobdell Emery Corporation, a Michigan corporation, OASP, INC., a Michigan corporation, OASP II, Inc., a Michigan corporation, RPI Holdings, Inc., a Michigan corporation, RPI, Inc., a Michigan corporation, Prudenville Manufacturing Inc., a Michigan corporation, Oxford Suspension, Inc., a Michigan corporation, Howell Industries, Inc., a Michigan corporation, CE Technologies, Inc., a Michigan corporation, Tool And Engineering Company, a Michigan corporation, Oxford Automotive, Alabama Inc., a Michigan corporation, and each other entity which becomes a party hereto pursuant to Section 7.10 of the Security Agreement referred to below (each a "Grantor" and, collectively, the "Grantors"), in favor of Silver Point Finance, LLC ("SP"), as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 4, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Company, Oxford Automotive Canada Ltd. (together with the Company, the "Borrowers"), the Lenders party thereto and SP, as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Grantors are party to the Guarantee Agreement dated as of November 4, 2003 pursuant to which they have guaranteed the Obligations of one or more of the Borrowers;

WHEREAS, all the Grantors are party to a Security Agreement dated as of November 4, 2003 in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantors pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

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

**Section 1. Defined Terms.** Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the 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 collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 those referred to on *Schedule I* hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (c) all Proceeds of the foregoing, including 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. Security Agreement.** This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Security Agreement and is expressly subject to the terms and conditions thereof. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

**Section 4. Counterparts.** This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy), each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy shall be effective as delivery of a manually executed counterpart.

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.

Very truly yours,

OXFORD AUTOMOTIVE, INC.  
LOBDELL EMERY CORPORATION  
OASP, INC.  
OASP II, INC.  
RPI HOLDINGS, INC.  
RPI, INC.  
PRUDENVILLE MANUFACTURING, INC.  
OXFORD SUSPENSION, INC.  
HOWELL INDUSTRIES, INC.  
CE TECHNOLOGIES, INC.  
TOOL AND ENGINEERING COMPANY  
OXFORD AUTOMOTIVE ALABAMA, INC.

By:   
Name: Martin E. Welch III  
Title: Chief Financial Officer

SILVER POINT FINANCE, LLC,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

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

OXFORD AUTOMOTIVE, INC.  
LOBDELL EMERY CORPORATION  
OASP, INC.  
OASP II, INC.  
RPI HOLDINGS, INC.  
RPI, INC.  
PRUDENVILLE MANUFACTURING, INC.  
OXFORD SUSPENSION, INC.  
HOWELL INDUSTRIES, INC.  
CE TECHNOLOGIES, INC.  
TOOL AND ENGINEERING COMPANY  
OXFORD AUTOMOTIVE ALABAMA, INC.

By: \_\_\_\_\_  
Name:  
Title:

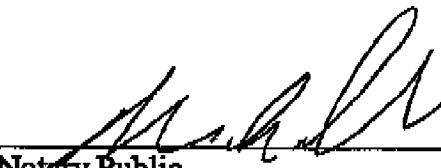
SILVER POINT FINANCE, LLC,  
as Administrative Agent

By:   
Name: Jeff Gelband  
Title: CFO

**Acknowledgement of Grantor**

STATE OF MICHIGAN )  
                                  ) ss.  
COUNTY OF OAKLAND )

On this 2<sup>nd</sup> day of November, 2003, before me personally appeared Martin E. Welch III, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Oxford Automotive, Inc. and its domestic subsidiaries, who being by me duly sworn did depose and say that he is an authorized officer of said corporations, that the said instrument was signed on behalf of said corporations as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporations.

  
\_\_\_\_\_  
Notary Public

**JONATHAN G. GORDON**  
**NOTARY PUBLIC OAKLAND CO., MI**  
**MY COMMISSION EXPIRES May 18, 2005**