

09-02-2003

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

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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): CEBERUS PILOT HOLDINGS, LLC
Individual(s) Association General Partnership Limited Partnership Corporation-State Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies) Name: MARTINREA INDUSTRIES, INC. Internal Address: Street Address: 340 Aviva Park Drive City: Vaughn ON, Canada L4L 9C7 State: Zip: Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other
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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Payoff, Termination and Release
Execution Date: 6/27/03

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See attached schedule B. Trademark Registration No.(s) See attached schedule
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jena Q. Watson, Esq. Internal Address: KING & SPALDING LLP Street Address: 1730 Pennsylvania Ave, N.W. Washington DC 20006 City: State: Zip:

6. Total number of applications and registrations involved: 10
7. Total fee (37 CFR 3.41): \$ Enclosed Authorized to be charged to deposit account
8. Deposit account number: 11-0980 (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. Jena Q. Watson, Esq. Name of Person Signing Signature Date 8/11/03

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

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

09/29/2003 6TOW11 00000095 110980 1785230

01 FC:0521 40.00 DA 02 FC:0522 225.00 DA

TRADEMARK REEL: 002814 FRAME: 0283

**MARTINREA INDUSTRIES, INC.****Schedule of Trademarks (Pending and Registered)**

<b>TITLE</b>	<b>SERIAL NO./ FILING DATE</b>	<b>REG. NO. ISSUE DATE</b>
P-TEC File Type: Trademark	306,109 8/21/1992	1,785,230 8/3/1993
P-CAP File Type: Trademark	74/308,947 8/31/1992	1,771,451 5/18/1993
E-P-CAP File Type: Trademark	513,443 4/18/1994	1,950,142 1/23/1996
MICRO ARC File Type: Trademark	75/099,289 5/6/1996	2,110,440 11/4/1997
SPARK TECH File Type: Trademark	74/119,464 6/3/1996	2,094,647 9/9/1997
PILOT INDUSTRIES AND DESIGN File Type: Trademark	75/890,857 1/6/2000	
PILOT INDUSTRIES & DESIGN File Type: Trademark	75,980,461 1/6/2000	
PILOT FUEL MANAGEMENT SOLUTIONS File Type: Trademark	75/931,834 2/28/2000	
PFM SOLUTIONS File Type: Trademark	75/931,835 2/28/2000	
ZLT File Type: Trademark	76/310,947 9/10/2001	

PAYOFF, TERMINATION AND RELEASE AGREEMENT dated as of June \_\_, 2003 (this "Agreement") between MARTINREA OF AMERICA, INC. (the "Borrower") and CERBERUS PILOT HOLDINGS, LLC (the "Lender").

W I T N E S S E T H

WHEREAS, pursuant to the Non-Negotiable Promissory Note in the principal amount of US\$23,500,000 dated as of December 31, 2002 (as amended, supplemented or modified as of the date hereof, the "Note") by the Borrower in favor of the Lender, the Lender loaned US\$23,500,000 to the Borrower.

WHEREAS, the Borrower wishes to (i) prepay in full all amounts that are due and owing under the Note and the other Credit Documents (as defined in the Note), (ii) terminate in full its obligations in and under the Note and the other Credit Documents, and (iii) pay all other amounts due and owing to Cerberus under the terms of the Credit Documents; and

WHEREAS, the Borrower and the Lender now wish to enter into this Agreement to provide for (i) the payment by the Borrower of all of its obligations under the Note and the other Credit Documents, and (ii) upon such payment, (a) the release of the Borrower from its obligations under the Note and the other Credit Documents, (b) the release of all liens and security interests in favor of the Lender, and (c) the release of all guarantees of the Borrower's obligations under the Note and the other Credit Documents.

A G R E E M E N T

NOW, THEREFORE, in consideration of the premises and the mutual covenants and the agreements herein set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1. Definitions. All capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided in the Note.

Section 2. Payoff.

(a) Payoff Amount. The total aggregate principal balance and accrued interest, fees and expenses, if any, due to the Lender from the Borrower under the Note and the other Credit Documents (collectively, the "Obligations"), if paid on Friday, June 27, 2003 (the "Payoff Date") by receipt of wire transfer of immediately available fully collected funds prior to 2:00 p.m. New York city time, pursuant to the wire instructions set forth below, is \$23,500,000 principal amount plus interest of \$211,500 plus, if payment is not received prior to 2:00 p.m. New York city time on the Payoff Date, an amount equal to \$7,833.33 (representing one day of accrued interest) per day after the Payoff Date (such aggregate amount being the "Payoff Amount") until June 30, 2003 and an amount equal to \$8,486.11 (representing one day of accrued interest) per day thereafter. The time at which the Lender actually receives the Payoff Amount by wire transfer of immediately available fully collected funds is referred to herein as the "Effective Time".

(b) Lender's Wire Transfer Instructions. The Lender's wire transfer instructions are:

Bank:	Citibank, New York, NY
ABA Routing No.:	021-000-089
Account:	Cerberus Partners, L.P.
Account No.:	37839889
Attention:	Michael Hisler
Reference:	Pilot Industries, Inc.

(c) Waiver. The Lender hereby waives notice of prepayment, termination or any other notice required pursuant to any of the Credit Documents in connection with the payment of the Obligations.

Section 3. Acknowledgement of Payment; Release of Liens and Credit Documents. In consideration of the payment by wire transfer of the Payoff Amount as provided in Section 2, the Lender for itself and its successors and assigns hereby acknowledges and agrees for the benefit of the Borrower that effective as of the Effective Time, (a) the Borrower has paid in full the purchase price under the Purchase Agreement, (b) the Borrower has paid in full the Obligations, (c) all liens, mortgages, assignments, pledges, security interests and other encumbrances of any and every nature and kind whatsoever granted to or for the benefit of the Lender by the Borrower and each of the other Credit Parties are hereby released, discharged and terminated, (d) all guarantees of the Obligations by Martinrea International Inc. and each of the other Credit Parties in favor of the Lender are hereby terminated, and (e) the Note and each of the other Credit Documents (including, without limitation, each agreement listed on Schedule I hereto) are hereby terminated.

Section 4. UCC-3 Terminations; Deliveries.

(a) UCC-3 Termination Statements. The Lender hereby agrees that from and after the Effective Time, the Borrower shall be entitled to file UCC-3 Termination Statements with respect to all security interests in connection with the Note, including, without limitation, each of the financing statements identified on Schedule II hereto.

(b) Other Deliveries. In addition, following the Effective Time, the Lender will:

(i) execute and deliver to the Borrower, duly executed instruments of release or reconveyance prepared by the Borrower (at the Borrower's cost and expense) with respect to each of the intellectual property pledges more particularly described on Schedule III hereto;

(ii) deliver to the Borrower, the original Note, marked "paid-in-full"; and

(iii) deliver to the Borrower all certificates, if any, evidencing the equity interests pledged by the Credit Parties to the Lender, including the certificates listed on Schedule IV hereto.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be duly executed by its duly authorized officer as of the date first above written.

Martinrea of America, Inc.

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

Cerberus Pilot Holdings, LLC

By: Pilot Manager, LLC, its Manager

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

1. Guarantee and Pledge Agreement and Irrevocable Proxy, dated as of December 31, 2002, by and between Martinrea International, Inc. and Cerberus Pilot Holdings, LLC.
2. Guarantee and Security Agreement, dated as of December 31, 2002, by and among each of the Guarantors party thereto, and Cerberus Pilot Holdings, LLC.
3. Subordination Agreement, dated as of December 31, 2002, by and among Martinrea of America, Inc., Martinrea International Inc., the Pilot Companies party thereto and Cerberus Pilot Holdings, LLC.
4. Mortgage, Security Agreement and Fixture Filing in respect of 2319 Bishop Circle East, Dexter, Michigan, 48130.
5. Mortgage, Security Agreement and Fixture Filing in respect of 500 Industrial Drive, Clare Michigan, 48617.
6. Mortgage, Security Agreement and Fixture Filing in respect of 603 East Church Street, Reed City, Michigan, 49677.

**UCC FILINGS**

<b>Debtor Name</b>	<b>Secured Party</b>	<b>Jurisdiction</b>	<b>File Number</b>
Martinrea Industries, Inc.	Cerberus Pilot Holdings, LLC	Delaware Secretary of State	2326998 6
Martinrea Pilot Acquisition, LLC	Cerberus Pilot Holdings, LLC	Delaware Secretary of State	2326971 3
Martinrea Pilot Acquisition II, LLC	Cerberus Pilot Holdings, LLC	Delaware Secretary of State	2326985 3
P-Vest, L.L.C.	Cerberus Pilot Holdings, LLC	Delaware Secretary of State	2326993 7
Lincoln Park Test Lab, L.L.C.	Cerberus Pilot Holdings, LLC	Delaware Secretary of State	2326983 8
Martinrea International Inc.	Cerberus Pilot Holdings, LLC	District of Columbia Recorder of Deeds	2003000332
Pilot Developments de Mexico, S.A.	Cerberus Pilot Holdings, LLC	District of Columbia Recorder of Deeds	2003000333
Industrias Pilot de Mexico, S.A. de C.V.	Cerberus Pilot Holdings, LLC	District of Columbia Recorder of Deeds	2003000331
Pilot Automotive Fluid Handling Systems GmbH	Cerberus Pilot Holdings, LLC	District of Columbia Recorder of Deeds	2003000336

The collateral assignment of the items of intellectual property listed on Annex I and Annex II hereto, which collateral assignment has been filed with the U.S. Patent and Trademark Office:



**MARTINREA INDUSTRIES, INC. (F/K/A PILOT INDUSTRIES, INC.)**

**Issued Patents**

<b>OUR FILE NO.</b>	<b>COUNTRY</b>	<b>TITLE</b>	<b>SERIAL NO./ FILING DATE</b>	<b>PATENT OR REG. NO. ISSUE DATE</b>	<b>STATUS</b>
PII-10202/04	United States	QUICK CONNECT COUPLING FOR A FUEL TANK File Type: Patent	033,354 3/18/1993	5,310,226 5/10/1994	ISSUED
PII-11003/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	08/265,679 6/24/1994	5,759,329 6/2/1998	ISSUED
PII-11004/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	08/403,303 3/14/1995	5,958,532 9/28/1999	ISSUED
PII-11005/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	08/707,663 9/4/1996	5,916,404 6/29/1999	ISSUED
PII-12102/04	United States	QUICK CONNECT COUPLING File Type: Patent	08/064,907 5/24/1993	5,988,705 11/23/1999	ISSUED
PII-13002/04	United States	SOFT X-RAY IMAGING DEVICE File Type: Patent	08/232,839 4/25/1994	5,491,331 2/13/1996	ISSUED
PII-13003/04	United States	SOFT X-RAY IMAGING DEVICE File Type: Patent	08/427,342 4/24/1995	5,504,324 4/2/1996	ISSUED
PII-13102/04	United States	COVER FOR A FUEL TANK SUPPORT STRAP File Type: Patent	08/199,046 2/17/1994	5,445,351 8/29/1995	ISSUED
PII-13203/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	08/403,499 3/14/1995	5,554,425 9/10/1996	ISSUED

<b>OUR FILE NO.</b>	<b>COUNTRY</b>	<b>TITLE</b>	<b>SERIAL NO./ FILING DATE</b>	<b>PATENT OR REG. NO. ISSUE DATE</b>	<b>STATUS</b>
PII-13204/04	United States	METHOD OF PREPARING A FLUOROPOLYMER COMPOSITE File Type: Patent	08/499,207 7/7/1995	5,500,257 3/19/1996	ISSUED
PII-13402/04	United States	NOZZLE RESTRICTOR ASSEMBLY AND METHOD OF INSTALLING SAME File Type: Patent	07/754,531 9/4/1991	5,212,864 5/23/1993	ISSUED
PII-13502/04	United States	NOZZLE RESTRICTOR ASSEMBLY AND METHOD OF INSTALLING SAME File Type: Patent	08/056,835 5/3/1993	5,385,179 1/31/1995	ISSUED
PII-14102/04	United States	QUICK CONNECT COUPLING File Type: Patent	08/267,887 6/28/1994	5,527,072 6/18/1996	ISSUED
PII-14402/04	United States	INSULATED FLUID COUPLING ASSEMBLY File Type: Patent	08/389,120 2/15/1995	5,553,896 9/10/1996	ISSUED
PII-15002/04	United States	PRECOCKED QUICK CONNECT COUPLING File Type: Patent	08/456,468 6/1/1995	5,509,695 4/23/1996	ISSUED
PII-15102/04	United States	MOLDED QUICK CONNECT COUPLING File Type: Patent	08/445,278 5/22/1995	5,553,899 9/10/1996	ISSUED
PII-16102/04	United States	APPARATUS FOR TESTING EXTRUDED TUBING File Type: Patent	08/515,272 8/15/1995	5,651,999 7/29/1997	ISSUED
PII-16502/04	United States	SYSTEM FOR FORMING A METAL TUBING File Type: Patent	08/563,492 11/28/1995	5,738,723 4/14/1998	ISSUED
PII-16902/04	United States	LEAK DETECTION SYSTEM File Type: Patent	08/515,270 08/15/1995	5,553,483 9/10/1996	ISSUED
PII-17102/04	United States	FUEL TANK VALVE ASSEMBLY File Type: Patent	08/594,637 2/2/1996	5,601,114 2/11/1997	ISSUED

<b>OUR FILE NO.</b>	<b>COUNTRY</b>	<b>TITLE</b>	<b>SERIAL NO./ FILING DATE</b>	<b>PATENT OR REG. NO. ISSUE DATE</b>	<b>STATUS</b>
PII-23102/04	United States	APPARATUS FOR COATING FIBERS File Type: Patent	09/298,011 4/22/1999	6,221,161 4/24/2001	ISSUED
PII-25802/04	United States	VENT VALVE ASSEMBLY File Type: Patent	09/707,465 11/7/2000	6,338,362 1/15/2002	ISSUED
PII-25902/04	United States	AUTOMOTIVE FUEL TANK FILL ASSEMBLY File Type: Patent	09/702,622 10/31/2000	6,336,482 1/8/2002	ISSUED

**MARTINREA INDUSTRIES, INC. (F/K/A PILOT INDUSTRIES, INC.)****Pending Patent Applications**

<b>OUR FILE NO.</b>	<b>COUNTRY</b>	<b>TITLE</b>	<b>SERIAL NO./ FILING DATE</b>	<b>PATENT OR REG. NO. ISSUE DATE</b>	<b>STATUS</b>
PII-11007/04	United States	FLUOROPOLYMER COMPOSITE TUBE AND METHOD OF PREPARATION File Type: Patent	09/638,472 8/14/2000		PENDING
PII-25302/04	United States	METHOD FOR TREATING IRON BASED PARTS File Type: Patent	09/844,461 4/27/2001		PENDING
PII-26402/04	United States	QUICK CONNECT COUPLING W/CHECK VALVE File Type: Patent	09/946,105 9/4/2001		PENDING
PII-26502/04	United States	DIE ASSEMBLY	10/003,140 11/15/2001		PENDING
PII-26602/04	United States	APPARATUS FOR SHAPING THERMOPLASTIC TUBES File Type: Patent	09/970,606 10/4/2001		PENDING
PII-26802/04	United States	ANNEALING APPARATUS File Type: Patent	10/136,750 4/30/2002		PENDING
PII-26902/04	United States	FUEL TANK SPUD File Type: Patent	10/021,671 12/12/2001		PENDING
PII-26903/04	United States	SPUD ASSEMBLY FOR A FUEL TANK File Type: Patent	12/12/2002		PENDING
PII-27002/04	United States	DEVICE FOR SECURING A HOSE CLAMP TO A HOSE File Type: Patent	10/003,141 11/15/2001		PENDING
PII-27102/04	United States	FUEL FILL TUBE ASSEMBLY File Type: Patent	10/003,771 11/15/2001		PENDING
PII-27602/04	United States	METHOD FOR MANUFACTURING A FLUID COUPLING File Type: Patent	10/210,150 8/1/2002		PENDING

OUR FILE NO.	COUNTRY	TITLE	SERIAL NO./ FILING DATE	PATENT OR REG. NO. ISSUE DATE	STATUS
PII-28202/04	United States	HOSE ASSEMBLY AND METHOD FOR MAKING THE SAME File Type: Patent	10/267,064 10/8/2002		PENDING

<b>OUR FILE NO.</b>	<b>COUNTRY</b>	<b>TITLE</b>	<b>SERIAL NO./ FILING DATE</b>	<b>PATENT OR REG. NO. ISSUE DATE</b>	<b>STATUS</b>
PII-16804/04	United States	TRANSVERSE HYDRAULIC COUPLING W/LIPPED PORT File Type: Patent	08/232,734 4/25/1994	5,533,764 7/9/1996	ISSUED
PII-16805/04	United States	CRIMPED TUBE-TO-PORT HYDRAULIC FITTINGS File Type: Patent	08/269,841 7/1/1994	5,533,765 7/9/1996	ISSUED
PII-19802/04	United States	HYDRAULIC COUPLING File Type: Patent	07/293,392 1/4/1989	4,934,742 6/19/1990	ISSUED
PII-19803/04	United States	ADJUSTABLE O-RING PORT FITTING FOR A HYDRAULIC COUPLING File Type: Patent	08/293,392 6/5/1990	5,115,550 5/26/1992	ISSUED
PII-19804/04	United States	ADJUSTABLE O-RING PORT FITTING FOR A HYDRAULIC COUPLING File Type: Patent	823,894 1/22/1992	5,197,769 3/30/1993	ISSUED
PII-19902/04	United States	HYDRAULIC COUPLING File Type: Patent	520,216 5/8/1990	5,060,988 10/29/1991	ISSUED
PII-20002/04	United States	HYDRAULIC FITTING WITH O-RING SEAL END STOP File Type: Patent	520,537 5/8/1990	5,076,616 12/31/1991	ISSUED
PII-20102/04	United States	BRAZED HYDRAULIC FITTINGS AND METHOD OF MAKING SAME File Type: Patent	08/193,902 2/9/1994	5,358,168 10/25/1994	ISSUED
PII-20202/04	United States	HYDRAULIC HOSE ADAPTER WITH O-RING SEAL File Type: Patent	493,222 5/10/1983	4,458,926 7/10/1984	ISSUED
PII-20302/04	United States	BRAZED HYDRAULIC FITTINGS AND METHOD OF MAKING SAME File Type: Patent	192,716 2/7/1994	5,439,257 8/8/1995	ISSUED

Schedule IV to  
Termination and Release

<b>Entity Name</b>	<b>Owner of Shares</b>	<b>Number of Shares</b>	<b>Certificate Number</b>
Industrias Pilot de Martinrea, S.A. de C.V.	Martinrea Pilot Acquisition, LLC	49,999	8
Industrias Pilot de Martinrea, S.A. de C.V.	Martinrea Pilot Acquisition II, LLC	1	9
Pilot Developments de Mexico, S.A. de C.V.	Martinrea Pilot Acquisition, LLC	49,999	8
Pilot Developments de Mexico, S.A. de C.V.	Martinrea Pilot Acquisition II, LLC	1	9