

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

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Tab settings → ⇒ ⇨

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Bank of America, N.A. formerly known as Bank of America National Trust and Savings Association, as Administrative Agent

- Individual(s)
- General Partnership
- Corporation-State
- Other Commercial Bank - North Carolina
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Termination and Release of Security Interest
- Merger
- Change of Name

Execution Date: April 28, 2004

2. Name and address of receiving party(ies)

Name: Meridian Automotive Systems-Detroit Internal Operations, Inc. formerly known as Lorro Mfg. Inc.

Street Address: 550 Town Center Drive

City: Dearborn State: MI Zip: 48126

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Michigan
- Other

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) none

B. Trademark Registration No.(s) 1,542,922

Additional number(s) attached Yes No

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

Name: Christopher J. Andrew

Internal Address: Debevoise & Plimpton LLP

Street Address: 919 Third Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501997

DO NOT USE THIS SPACE

9. Signature.

Christopher J. Andrew
Name of Person Signing


Signature

4/29/04
Date

Total number of pages including cover sheet, attachments, and document: 6

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

CH \$40.00 501997 1542922

TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARKS

TERMINATION AND RELEASE, dated as of April 28, 2004, from Bank of America, N.A., formerly known as Bank of America National Trust and Savings Association, a North Carolina commercial bank having a principal place of business at 335 Madison Avenue, New York, New York 10017, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders") which are from time to time parties to the Credit Agreement (as hereinafter defined), to Meridian Automotive Systems - Detroit Operations, Inc., formerly known as Lorro Mfg. Inc., a Michigan corporation having a principal place of business at 550 Town Center Drive, Dearborn, Michigan 48126 (the "Grantor"). Capitalized terms used herein without definition are used as defined in the Credit Agreement, dated as of April 30, 1997 (as amended and restated as of October 13, 1998, and as further amended and restated as of May 25, 1999 and July 14, 2000 and as amended by the First Amendment and Waiver thereto, dated as of September 29, 2000, the Second Amendment and Waiver thereto, dated as of December 15, 2000, the Third Amendment and Waiver thereto, dated as of January 31, 2001, the Fourth Amendment and Waiver thereto, dated as of March 12, 2001, the Fifth Amendment and Waiver thereto, dated as of March 29, 2001, the Sixth Amendment thereto, dated as of December 9, 2002, the Seventh Amendment thereto, dated as of March 26, 2003, the Waiver thereto, dated as of February 27, 2004, the Second Waiver thereto, dated as of March 31, 2004 and the Third Waiver thereto, dated as of April 15, 2004), among Meridian Automotive Systems, Inc. (the "Borrower"), the Lenders and the Agent (as amended from time to time, the "Credit Agreement"), and the Security Agreements (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain (i) Guarantee and Collateral Agreement, dated as of April 30, 1997, as amended and restated as of October 13, 1998, and as further amended and restated as of July 14, 2000 (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), among the Borrower, the Grantor, the other grantors from time to time party thereto and the Agent, a security interest (the "Security Interest") was granted by the Grantor to the Agent in certain Trademarks (as hereinafter defined); and

WHEREAS, the Guarantee and Collateral Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on February 2, 1999, at Reel 001848, Frame 0001; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Trademarks: The term "Trademarks," as used herein, shall mean (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or thereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, and State thereof or any other county or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule I, and (ii) the right to obtain all renewals thereof.

2. Release of Security Interest: The Agent hereby terminates, releases and discharges its Security Interest in the Trademarks, and any right, title or interest of the Agent in such Trademarks shall hereby cease and become void.

3. Further Assurances: At the expense of the Grantor, the Agent shall execute and deliver to the Grantor all further releases and other documents (including without limitation Uniform Commercial Code termination statements), and take all other actions requested by the Grantor that are necessary or reasonably desirable for the release of such Security Interest.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

BANK OF AMERICA, N.A.,
as Agent

By: Eileen C. Higgins
Name:
Title: **Eileen C. Higgins**
Principal

ACKNOWLEDGMENT

STATE OF NEW YORK)
 :SS:
COUNTY OF NEW YORK)

On April 28, 2004, before me, the undersigned, personally appeared
EILEEN C. HIGGINS
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Hannelore-Gabriela Braunstein
(signature and office of individual taking acknowledgment)

HANNELORE-GABRIELA BRAUNSTEIN
Notary Public, State of New York
No. 01BR6060756
Qualified in Kings County
Commission Expires July 2, 2007

SCHEDULE IU.S. Trademark Registrations

<u>Trademark</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Issue Date</u>	<u>Reg. No.</u>	<u>Status</u>
LORRO, INC.	09-15-88	73/752,011	06-06-89	1,542,922	Registered