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Form PTO-1594 (Rev. 10/02) OMB No. 0851-0027 (exp. 8/30/2005) Tab settings → ⇒ ⇨		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): <u>Meridian Automotive Systems Composites Operations, Inc. formerly known as Cambridge Acquisition Corp. and successor-in-interest to Cambridge Industries, Inc.</u>			2. Name and address of receiving party(ies) Name: <u>Credit Suisse FIRST Boston, as Second Internal Lien Administrative Agent and Second Address: Lien Collateral Agent</u> Street Address: <u>Eleven Madison Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10010</u>		
<input type="checkbox"/> Individual(s) <input type="checkbox"/> General Partnership <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Association <input type="checkbox"/> Limited Partnership			<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>bank organized under the laws of</u>		
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			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) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input checked="" type="checkbox"/> Other <u>Notice and Confirmation of Grant of Security Interest in Trademarks</u> Execution Date: <u>April 28, 2004</u>			<input type="checkbox"/> Merger <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____		
4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>none</u>			B. Trademark Registration No.(s) <u>see rider 4.B.</u> <u>Trademark Registrations</u>		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher J. Andrew</u> Internal Address: <u>Debevoise & Plimpton LLP</u> Street Address: <u>919 Third Avenue</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10022</u>			6. Total number of applications and registrations involved: <u>6</u>		
7. Total fee (37 CFR 3.41).....\$ <u>165.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account			B. Deposit account number: <u>501997</u>		
DO NOT USE THIS SPACE					
9. Signature. <u>Christopher J. Andrew</u>  <u>4/29/04</u> Name of Person Signing Signature Date					
Total number of copies including cover sheet, attachments, and documents: <u>12</u>					
Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231					

Rider 4.B. Trademark Registrations:

	<u>Trademark</u>	<u>Reg. No.</u>
1.	ANCHOR PLASTICS COMPANY AND DESIGN	410,308
2.	CAMBRIDGE INDUSTRIES AND DESIGN	1,924,349
3.	CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	2,015,011
4.	CAMERIDGE WHERE SOLUTIONS TAKE SHAPE AND DESIGN	2,015,012
5.	TWIN TINT	709,167
6.	PLASTI-KROME	680,593

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Notice"), dated as of April 28, 2004, made by Meridian Automotive Systems - Composites Operations, Inc., formerly-known-as Cambridge Acquisition Corp. and successor-in-interest to Cambridge Industries, Inc., a Delaware corporation having a principal place of business at 550 Town Center Drive, Dearborn, Michigan 48126 (the "Grantor"), in favor of Credit Suisse First Boston, as Second Lien Administrative Agent and Second Lien Collateral Agent (the "Agent") for the banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of April 28, 2004, among Meridian Automotive Systems, Inc. (the "Borrower"), the Lenders, the Agent, Goldman Sachs Credit Partners L.P., as Syndication Agent (the "Syndication Agent"), and the Agent and the Syndication Agent as Joint Book Managers and Joint Lead Arrangers (as amended, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement").

WHEREAS, pursuant to the Second Lien Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Second Lien Credit Agreement, the Borrower, the Grantor and the other parties thereto have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of April 28, 2004, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Second Lien Guarantee and Collateral Agreement"); and

WHEREAS, pursuant to the Second Lien Guarantee and Collateral Agreement, the Grantor pledged, assigned and transferred to the Agent, and granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Notice;

NOW THEREFORE, in consideration of the premises and in order to induce the Lenders to make their respective extensions of credit to the Borrower pursuant to the Second Lien Credit Agreement, the Grantor agrees, for the ratable benefit of the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Notice, including its preamble and recitals, have the

meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Second Lien Guarantee and Collateral Agreement it pledged, assigned and transferred to the Agent, and granted to the Agent, for the ratable benefit of the Lenders, a security interest in all of the Trademarks of the Grantor now owned or at any time thereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (including, without limitation, those items listed on Schedule I hereto) and, to the extent not otherwise included, all Proceeds, Supporting Obligations and products of any and all of the Trademarks and all collateral security and guarantees given by any Person with respect to the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor's Obligations.

Notwithstanding anything herein to the contrary, the lien and security interest granted to the Agent pursuant to the Second Lien Guarantee and Collateral Agreement and the exercise of any right or remedy by the Agent thereunder are subject to the provisions of the Intercreditor Agreement, dated as of April 28, 2004 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among the Borrower, the subsidiary guarantors party thereto, the Agent as First Lien Collateral Agent, the Agent as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and the Second Lien Guarantee and Collateral Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 3. Purpose. This Notice has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Notice is expressly subject to the terms and conditions of the Second Lien Guarantee and Collateral Agreement. The Second Lien Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Guarantee and Collateral 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 5. Counterparts. This Notice may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MERIDIAN AUTOMOTIVE SYSTEMS - COMPOSITES OPERATIONS, INC.

By: *Richard E. Newsted*
Name: *Richard E. Newsted*
Title: *Executive Vice President*

CREDIT SUISSE FIRST BOSTON, acting through its Cayman Islands Branch, individually and as Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Notice to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MERIDIAN AUTOMOTIVE SYSTEMS -
COMPOSITES OPERATIONS, INC.

By: _____
Name:
Title:

CREDIT SUISSE FIRST BOSTON, acting
through its Cayman Islands Branch,
individually and as Agent

By: RMW
Name: ROBERT HETU
Title: DIRECTOR

By: Doreen Welch
Name: DOREEN B. WELCH
Title: ASSOCIATE

ACKNOWLEDGMENT

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

On April 27, 2004, before me, the undersigned, personally appeared

Richard E. Newsted

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.




(signature and office of individual taking acknowledgment)

RALPH CARTER
Notary Public, State of New York
No. 01CA5074658
Qualified in New York
Commission Expires March 17, 2004

ACKNOWLEDGMENT

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

On April 29, 2004, before me, the undersigned, personally appeared Robert Hctv and Doreen O. Welch 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.


(signature and office of individual giving acknowledgment)
JOSEPH P. GELB, Esq., D.C.U. 2004
Notary Public, State of New York
No. 010320040001
Qualified by New York Central
Commission Expires March 29, 2007

SCHEDULE I

U.S. Trademark Registrations

<u>Trademark</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Status</u>
ANCHOR PLASTICS COMPANY AND DESIGN	03-21-44	71/468,485	11-21-44	410,308	Registered
CAMBRIDGE INDUSTRIES AND DESIGN	04-08-93	74/376,734	10-03-95	1,924,349	Cancelled
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	05-31-95	74/682,403	11-12-96	2,015,011	Cancelled
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE AND DESIGN	05-31-95	74/682,498	11-12-96	2,015,012	Cancelled
TWIN TINT	02-11-60	72/090,732	01-03-61	709,167	Cancelled
PLASTI-KROME	01-23-57	72/023,010	06-23-59	680,593	Cancelled

Non-U.S. Trademark Registrations

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	<u>Country</u>
EMPELFLEX	2/20/95	499,865	Canada
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	11/17/95	482,533	Canada
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE AND DESIGN	11/17/95	797,716	Canada
EMPELFLEX	3/30/95	531,381	Mexico
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	12/16/97	317,659	Mexico
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	4/23/96	2,146,551	Argentina
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	11/28/97	571,468	Brazil
CAMBRIDGE WHERE SOLUTIONS TAKE SHAPE	11/17/97	317,659	Europe

Common Law Trademarks

- EMPELFLEX
- CUSTOM MANUFACTURE OF PLASTIC GOODS TO THE ORDER AND SPECIFICATION OF OTHERS
- CUSTOM DESIGN OF PLASTIC GOODS TO THE ORDER AND SPECIFICATION OF OTHERS
- SUBSTRATE COMPOSITE SHEET MATERIAL COMPRISED PRIMARILY OF PLASTIC AND FIBER FOR USE IN MANUFACTURING

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