

**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 - Grand Rapids Operations, Inc., formerly known as The Leslic Metal Arts Co., Inc., a Michigan 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.

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[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 -
GRAND RAPIDS OPERATIONS, INC.

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

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

By: _____
Name:
Title:

By: _____
Name:
Title:

ACKNOWLEDGMENT

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

On April ⁰⁷ 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 GARTER
Notary Public, State of New York
No. 01CA5074656
Qualified in New York
Commission Expires March 17, 2007

ACKNOWLEDGMENT

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

On April 22, 2004, before me, the undersigned, personally appeared Robert Hetu and Darren P. 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 Notary Public, State of New York)
acknowledgment
Notary Public, State of New York
No. 01680420
Qualified in New York County
Commission Expires March 23, 2008

SCHEDULE I

U.S. Trademark Registrations

<u>Trademark</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Issue Date</u>	<u>Reg. No.</u>
LESCOA	06-11-84	73/484,314	04-08-86	1,388,787
A LESCOA CABINETMATE	12-14-81	73/341,684	04-24-84	1,275,222

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