

1/20/04



01-23-2004
RECORDED 102653067
TRADEMARKS

D 4

Form PTO-1594
(Rev 6-93)

U.S. Department of Commerce
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):

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.

Individual(s) Association
General Partnership Limited Partnership
* Corporation
Other _____

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

3. Nature of conveyance:

Assignment Merger
* Security Agreement Change of Name
Other _____

Execution Date: November 4, 2003

2. Name and address of receiving party(ies):

Name: BNY MIDWEST TRUST COMPANY, as administrative agent

Street Address: 2 North LaSalle Street, Suite 1020

City: Chicago State: IL ZIP: 60602

Country: _____
Individual(s) citizenship _____
Association _____
General Partnership _____
Limited Partnership _____
Corporation _____
Other Trust Company

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

4. Application number(s) or trademark number(s): 75/270,834, 75/270,833, 76/194,487, 75/206,226

If this document is being filed together with a new application, the execution date of the application is _____

A. Trademark Application No.(s) SEE SCHEDULE 1

B. Trademark No.(s) SEE SCHEDULE 1

Additional numbers attached Yes * No

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

Name: Robert E. Rude II
Internal Address: Mayer, Brown Rowe & Maw LLP

Street Address: 1909 K Street, NW
City: Washington State: DC ZIP: 20006

6. Total number of applications and trademarks involved: 4

7. Total fee (37 CFR 3.41): \$ 115.00

* Enclosed (Check No. 2874)

Authorized to be charged to deposit account _____

8. Deposit account number: _____

(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.

Robert E. Rude II January 20, 2004
Name of Person Signing Signature Date

Total number of pages comprising cover sheet and document attachments: 10

01/21/2004 DBYRNE 00000010 75270034
01 FD:8521 40.00 DP
02 FC:8522 75.00 DP

TRADEMARK
REEL: 002903 FRAME: 0306

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Trademarks purchased by Oxford Automotive from The Oxford Investment Group, Inc. pursuant to the Tradename and Trademark Transfer Agreement dated as of November 4, 2003.

A. Registered Trademarks

<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Registration No.</u>
Oxford Automotive	USA	75/270,834	2,373,201
Oxford Automotive and Design	USA	75/270,833	2,425,433
Oxford Automotive	Canada	857,709	548,453
Oxford Automotive and Design	Canada	857,708	548,417
Oxford Automotive (Int'l. Cl. 6)	Mexico (English)	309501	561907
Oxford Automotive and Design (Int'l. Cl. 6)	Mexico (English)	309503	564291
Oxford Automotive (Int'l. Cl. 42)	Mexico (English)	309502	639339
Oxford Automotive and Design (Int'l. Cl. 42)	Mexico (English)	309504	564292
Oxford Automotriz (Int'l. Cl. 6)	Mexico (Spanish)	310728	564839
Oxford Automotriz (Int'l. Cl. 42)	Mexico (Spanish)	310729	620242
Oxford Automotriz and Design (Int'l. Cl. 6)	Mexico (Spanish)	310730	564,484
Oxford Automotriz and Design (Int'l. Cl. 42)	Mexico (Spanish)	310731	565,433

<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Registration No.</u>
Oxford Automotive	France	97/696967	97696967
Oxford Automotive And Design	France	97/696966	97696966
Oxford Automotive	Germany	397 47 065.7	39747065
Oxford Automotive and Design	Germany	397 47 066.5	39747066
Oxford Automotive (Int'l. Cl. 6)	Spain	2.116.950	2.116.950
Oxford Automotive and Design (Int'l. Cl. 6)	Spain	2.116.952	2.116.952
Oxford Automotive (Int'l. Cl. 42)	Spain	2.116.951	2.116.951
Oxford Automotive and Design (Int'l. Cl. 42)	Spain	2.116.953	2.116.953
Oxford Automotive and and Design	UK	2147070	2147070
Oxford Automotive	Italy	TO97C002601	794720
Oxford Automotive and Design	Italy	TO97C002600	794719
Oxford Automotive and Design	Denmark	02223/1999	2001/00956
Oxford Automotive	Denmark	02222/1999	2001/00957
Oxford Automotive	Venezuela	16000-98	P-227,009
Oxford Automotive and Design	Venezuela	15999-98	P-222,861
Oxford Technologies and Design	USA	76/194,487	
Oxford Technologies	Canada	1,109,366	

<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Registration No.</u>
Oxford Technologies and Design	Canada	1,109,367	
Oxford Technologies	Denmark	VA200102741	VR200104728
Oxford Technologies and Design	Denmark	VA200102742	VR200104747
Oxford Technologies	France	01/3111671	03111671
Oxford Technologies and Design	France	01/3111668	
Oxford Technologies	Hungary	M0103875	173661
Oxford Technologies and Design	Hungary	M0103876	
Oxford Technologies	Italy	TO2001C002401	
Oxford Technologies and Design	Italy	TO2001C002402	
Oxford Technologies and Design	Germany	30147717.9/12	30147617
Oxford Technologies (Class 12)	Mexico	0496145	723529
Oxford Technologies (Class 42)	Mexico	0496146	723530
Oxford Technologies and Design (Class 12)	Mexico	0496147	764710
Oxford Technologies and Design (Class 42)	Mexico	0496148	719796
Oxford Technologies	Poland	Z-238185	
Oxford Technologies and Design	Poland	Z-238184	

Registered Trademarks owned by Laserweld International.

<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Registration No.</u>
Laserweld International and Design	USA	75/206,226	2,151,985

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 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 7.12 of the Security Agreement referred to below (together with the Company, each a "Grantor" and, collectively, the "Grantors"), in favor of BNY Midwest Trust Company ("BNY"), as collateral agent (in such capacity, the "Collateral Agent") for the Trustee and the Noteholders (as defined in the Security Agreement referred to below).

W I T N E S S E T H:

WHEREAS, pursuant to the Indenture, dated as of November 4, 2003 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Indenture") between the Company and BNY Midwest Trust Company, as Trustee (in such capacity, the "Trustee"), pursuant to which the Company is issuing, as of the date hereof (i) 12% Senior Secured Notes due 2010 in the original aggregate principal amount of \$280,000,000 (collectively, and together with any additional notes issued under such Indenture, the "Notes");

WHEREAS, all the Grantors are party to a Noteholder Security Agreement dated as of November, 2003 in favor of the Collateral 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;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Trustee to enter into the Indenture and to induce potential purchasers to purchase the Notes, the Grantors agree with the Collateral Agent for the benefit of itself, the Trustee and each Noteholder as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in, or referenced in, the Security Agreement and used herein have the meaning given to them in 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 Collateral Agent for the benefit of the Trustee and the Noteholders, and grants to the Collateral Agent for the benefit of the Trustee and the Noteholders 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 Collateral 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 Collateral 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.

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

BNY MIDWEST TRUST COMPANY,
as Collateral Agent

By: _____
Name:
Title:


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:
Title:

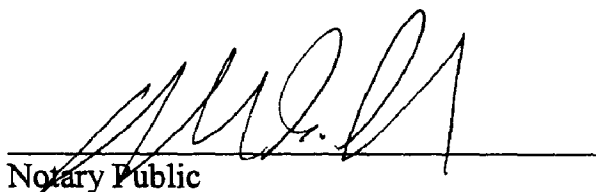
BNY MIDWEST TRUST COMPANY,
as Collateral Agent

By: 
Name: **ROXANE ELLWANGER**
Title: ~~Assistant~~ Vice President

Acknowledgement of Grantor

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 2nd 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 19, 2006