

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Termination, Release and Reassignment of Security Interest

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Silver Point Finance, LLC		09/30/2004	Limitedf Liability Company:

RECEIVING PARTY DATA

Name:	Oxford Automotive Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	OASP II, Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	Lobdell Emery Corporation
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	OASP, Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200

OP \$90.00 2373201

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TRADEMARK
REEL: 002951 FRAME: 0262

City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	RPI Holdings, Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	RPI, Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	Prudenville Manufacturing Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	Oxford Suspension, Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	Howell Industries, Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200

City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	CE Technologies, Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	Tool and Engineering Company
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

Name:	Oxford Automotive, Alabama Inc.
Street Address:	5750 New King Street
Internal Address:	Suite 200
City:	Troy
State/Country:	MICHIGAN
Postal Code:	48098
Entity Type:	CORPORATION: MICHIGAN

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2373201	OXFORD AUTOMOTIVE
Registration Number:	2425433	OXFORD AUTOMOTIVE
Serial Number:	76194487	OXFORD TECHNOLOGIES

CORRESPONDENCE DATA

Fax Number: (212)536-3901

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jstelling@kl.com

Correspondent Name: Jacqueline M. Stelling
Address Line 1: 599 Lexington Avenue
Address Line 4: New York, NEW YORK 10022-6030

ATTORNEY DOCKET NUMBER:	0809295.0201 TM RELEASE
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NAME OF SUBMITTER:	Jacqueline M. Stelling
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Total Attachments: 9
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**TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN PATENTS**

This TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN PATENTS (this "Release") made by SILVER POINT FINANCE, LLC, as ("Secured Party") this 30th day of September, 2004.

WITNESSETH:

WHEREAS, OXFORD AUTOMOTIVE INC. (the "Company"), LOBDELL EMERY CORPORATION, OASP, INC., OASP II, 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. (together with the Company, each a "Debtor" and, collectively, the "Debtors") and the Secured Party have entered into a Security Agreement made as of November 4, 2003 (the "Security Agreement") pursuant to which the Debtors have granted to the Secured Party, as administrative agent for the Secured Parties as defined in the Security Agreement, a lien on and security interest (collectively, the "Security Interest") in and to all of Debtor's right, title and interest in, to and under all of its Patents and Patent Licenses to which it is a party, including each patent registration and pending application identified in Schedule A attached hereto ; all reissues, continuations or extensions of the foregoing, and all Proceeds of the foregoing, including any claim by Debtor against third parties for past, present, or future infringement of any Patent or Patent licensed under any Patent License;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on December 23, 2003 at Reel 014220/ Frame 0635; and

WHEREAS, Secured Party now wishes to terminate the lien on and security interest in the Patents and Patent Licenses identified on Schedule A attached hereto (the "Released Patents and Patent Licenses").

NOW, THEREFORE, in consideration of the foregoing premises, Secured Party agrees as follows:

1. Secured Party re-assigns, re-conveys, re-grants, re-transfers and releases to Debtor whatever rights, title and interest, if any, in and to the Released Patents and Patent Licenses and the goodwill symbolized by such Released Patents and Patent Licenses, it being understood that Secured party's right, title and interest, if any, in and to the Released Patent and Patent Licenses is solely that of a secured party pursuant to the Security Agreement. Secured Party will execute and deliver to Debtor all deeds, assignments, and other instruments as may be reasonably necessary to terminate all of the secured interests in the Released Patents and Patent Licenses that were granted by Debtor under the Security Agreement, in a form and on terms reasonably satisfactory to Debtor, to release Secured Party's lien, security interest and encumbrance against the Released

Patents and Patent Licenses, and including the right, if any, to recover for all past, present and future infringement thereof, all renewals thereof, and all other rights of any kind whatsoever accruing thereunder or pertaining thereto.

2. Secured Party agrees to cancel and terminate and does hereby cancel and terminate all rights and obligations of Debtor relating to the Released Patents and Patent Licenses under the Security Agreement.

3. Nothing in this Release shall be deemed a representation or warranty with respect to the Released Patents and Patent Licenses, the Debtor's or the Secured Party's right, title or interest therein or thereto, or the release granted herein, and neither the Debtors nor any third party shall have recourse against the Secured Party in any way in connection with this Release.

4. This Release may be executed in two or more counterparts, and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute the same agreement.

IN WITNESS WHEREOF, the undersigned has caused this Termination, Release and Reassignment of Security Interest in Patents to be duly executed and delivered by a duly authorized officer on the day and year first above written.

SILVER POINT FINANCE, LLC,
as Secured Party

By: _____

Name: _____

Title: _____

Greg C. Walker
Authorized Signatory

STATE OF New York)
COUNTY OF New York) SS.

On this 30th day of September, 2004, before me personally came Greg Walker, to me known, who being by me sworn, did depose and say that he resides at _____; that he is the Authorized Signatory of Silver Point Finance, LLC, the company described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said company; and that he signed said instrument on behalf of said corporation pursuant to said authority.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


[Signature]
Notary Public

My commission expires:

May 22, 2007

BRIAN A. JARMAN
NOTARY PUBLIC, State of New York
No. 01JAB044011
Qualified in New York County
Commission Expires May 22, 2007

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.



Notary Public

My commission expires: June 23, 2006

FELICIA DELL'OLIO
Notary Public, State of New York
No. 31-4854330
Qualified in New York County
Commission Expires June 23, 19....

2006

SCHEDULE A
to
TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN PATENTS

1. Patents/Patent Applications

<u>Country</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Status</u>	<u>Registered Owner</u>
• <i>Method for Making a Vehicle Suspension Member</i>				
USA	07/666,968	5,144,734	Issued	Oxford Suspension, Inc.
• <i>Vehicle Suspension Member Designed to Divert Crack Propagation:</i>				
USA	07/880,779	5,203,545	Issued	Oxford Suspension, Inc.
• <i>Vehicle Suspension with Auxiliary Leaf Springs:</i>				
Japan	2-413408	2,967,499	Issued	Oxford Suspension, Inc.
USA	07/457,065	5,029,893	Issued	Oxford Suspension, Inc.
USA	07/702,879	5,098,121	Issued	Oxford Suspension, Inc.
• <i>Hydraulic Actuator for Parallel Auxiliary Leaf Spring:</i>				
Japan	2-414260	2,969,200	Issued	Oxford Suspension, Inc.
USA	07/700,343	5,129,633	Issued	Oxford Suspension, Inc.
• <i>Vehicle Suspension with Auxiliary Leaf Spring with Load Control System:</i>				
Canada	2,058,717	2,058,717	Issued	Oxford Suspension, Inc.
Japan	4028909	3,154,072	Issued	Oxford Suspension, Inc.
USA	07/647,108	5,129,671	Issued	Oxford Suspension, Inc.
• <i>Vehicle Leaf Spring with a Longitudinal Discontinuity for Crack Propagation:</i>				
Mexico	934498	190,650	Issued	Oxford Suspension, Inc.
USA	07/666,962	5,244,189	Issued	Oxford Suspension, Inc.
• <i>Vehicle Suspension with Auxiliary Leaf Spring with Roll Control System:</i>				
USA	07/645,780	5,123,672	Issued	Oxford Suspension, Inc.

<u>Country</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Status</u>	<u>Registered Owner</u>
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- *Vehicle Suspension with Auxiliary Leaf Spring and Squat Control System:*

USA	07/645,922	5,137,300	Issued	Oxford Suspension, Inc.
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- *Method and Apparatus for Forming a Leaf Spring Eye:*

Canada	2,201,950		Published	Oxford Suspension, Inc.
Europe	97106205.4	EP0810045	Issued	Oxford Suspension, Inc.
Germany	97106205.4	69703513.1	Issued	Oxford Suspension, Inc.
U.K.	97106205.4	EP0810045	Issued	Oxford Suspension, Inc.
Italy	97106205.4	EP0810045	Issued	Oxford Suspension, Inc.
Japan	112186/97		Published	Oxford Suspension, Inc.
USA	08/641,455	5,724,851	Issued	Oxford Suspension, Inc.

- *Leaf Spring Tip Insert:*

Mexico	977986	197,510	Issued	Oxford Suspension, Inc.
USA	08/732,733	5,706,559	Issued	Oxford Suspension, Inc.

- *Leaf Spring Straightening Apparatus:*

USA	09/007,267	6,012,320	Issued	Oxford Suspension, Inc.
USA	09/353,755	6,173,599	Issued	Oxford Suspension, Inc.
WIPO	00/19108		Published	Oxford Suspension, Inc.

- *Vehicle Suspension Member and Method for Making:*

USA	07/903,254	5,252,803	Issued	Oxford Suspension, Inc.
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- *Vehicle Leaf Spring with Irradiated Center for Crack Diversion:*

USA	07/666,967	5,248,130	Issued	Oxford Suspension, Inc.
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- *Method and Apparatus for Making Blanks of a Profile Varying Lengthwise:*

USA	07/348,494	5,001,918	Issued	Alexandr V. Stepanenko (Oxford Suspension, Inc. is the exclusive licensee. Refer to item 3(b) of this Schedule 4.17 for additional information regarding the license.)
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- *Rear Suspension Mounting Feature and Method*

USA	09/595,586	6,401,319	Issued	Oxford Suspension, Inc.
USA	60/139,178		Expired	Oxford Suspension, Inc.

<u>Country</u>	<u>Serial No.</u>	<u>Patent No.</u>	<u>Status</u>	<u>Registered Owner</u>
• <i>Automobile Heat Exchanger</i>				
France	9411619	2724873A1	Published	Socori Technologies, SA
• <i>Leaf Spring Clip</i>				
USA	09/558,023		Pending	Oxford Suspension, Inc.
• <i>Trailing Twist Axle and Method of Manufacturing</i>				
USA	09/586,136	6,533,300	Issued	Oxford Suspension, Inc.
• <i>Modular Closure for Motor Vehicles and Method of Making the Same</i>				
USA	60/209,667		Expired	Oxford Automotive, Inc.
USA	09/874,612		Pending	Oxford Automotive, Inc.
• <i>Leaf Spring Tip Insert with Semi-Liquid or Thermally Deformable Retention Pin</i>				
USA	09/614,670	6,311,960	Issued	Oxford Suspension, Inc.
• <i>Leaf Spring Tip Insert</i>				
USA	09/614,671	6,354,574	Issued	Oxford Suspension, Inc.
• <i>Rack Base Construction and Method of Manufacture</i>				
USA	08/237,698	5,533,456	Issued	Lobdell Emery/reassigned
• <i>Tow Hooks</i>				
USA	10/008,200		Pending	Unassigned
USA	60/251,645		Expired	Unassigned
• <i>Drive Device for a Motor Vehicle Sliding Door</i>				
USA	10/062514		Pending	Unassigned
France	01015616			
• <i>Solar powered mower</i>				
USA		4,987,729	Issued	RPI Holdings, Inc.
• <i>Product carrier for environmental test system</i>				
USA		6,373,270	Issued	RPI, Inc.

**TERMINATION, RELEASE AND REASSIGNMENT OF
SECURITY INTEREST IN TRADEMARKS**

This TERMINATION, RELEASE AND REASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS (this "Release") made by SILVER POINT FINANCE, LLC, as ("Secured Party") this 30th day of September, 2004.

WITNESSETH:

WHEREAS, OXFORD AUTOMOTIVE INC. (the "Company"), LOBDELL EMERY CORPORATION, OASP, INC., OASP II, 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. (together with the Company, each a "Debtor" and, collectively, the "Debtors") and the Secured Party have entered into a Security Agreement made as of November 4, 2003 (the "Security Agreement") pursuant to which the Debtors have granted to the Secured Party, as administrative agent for the Secured Parties as defined in the Security Agreement, a lien on and security interest (collectively, the "Security Interest") in and to all of Debtor's right, title and interest in, to and under all of its Trademarks and Trademark Licenses to which it is a party, including each trademark registration and trademark license identified in Schedule A attached hereto; all goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License; and all Proceeds of the foregoing, including any claim by Debtor 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 Trademark licensed under any Trademark License;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office on December 23, 2003 at Reel 2769/ Frame 0279; and

WHEREAS, Secured Party now wishes to terminate the lien on and security interest in the Trademarks and Trademark Licenses identified on Schedules A and B hereto (the "Released Trademarks and Trademark Licenses").

NOW, THEREFORE, in consideration of the foregoing premises, Secured Party agrees as follows:

1. Secured Party re-assigns, re-conveys, re-grants, re-transfers and releases to Debtor whatever rights, title and interest, if any, in and to the Released Trademarks and Trademark Licenses and the goodwill symbolized by such Released Trademarks and Trademark Licenses, it being understood that Secured party's right, title and interest, if any, in and to the Released Trademarks and Trademark Licenses is solely that of a secured party pursuant to the Security Agreement. Secured Party will execute and deliver to Debtor all deeds, assignments, and other instruments as may be reasonably necessary to terminate all of the secured interests in the Released Trademarks and Trademark