

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Oxford Automotive Inc.		09/30/2004	CORPORATION: MICHIGAN

RECEIVING PARTY DATA	
Name:	The CIT Group/Business Credit, Inc., as administrative agent
Street Address:	1211 Avenue of the Americas
Internal Address:	22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2373201	OXFORD AUTOMOTIVE
Registration Number:	2425433	OXFORD AUTOMOTIVE

CORRESPONDENCE DATA	
Fax Number:	(212)536-3901
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
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 CIT SECURITY
-------------------------	---------------------------

NAME OF SUBMITTER:	Jacqueline M. Stelling
--------------------	------------------------

Total Attachments: 7
 source=TM Security#page1.tif
 source=TM Secur 2#page1.tif
 source=TM Secur 3#page1.tif

OP \$65.00 2373201

source=TM secur 4#page1.tif
source=TM Secur schedule 1#page1.tif
source=TM schedule 2#page1.tif
source=TM schedule 3#page1.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2004, by Oxford Automotive Inc. (the "Company"), in favor of The CIT Group/Business Credit, Inc. ("CIT"), as administrative agent (in such capacity, the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Loan Agreement, dated as of September 30, 2004 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement") among the Company (the "Grantor"), Lobdell Emery Corporation, a Michigan corporation, OASP, INC., 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 thereto pursuant to Section 7.12 of the Security Agreement referred to below (each referred to as a "Borrower" and collectively with the Grantor, the "Borrowers"), the Lenders party thereto and CIT, as administrative agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are party to the Guarantee Agreement dated as of September 30, 2004 pursuant to which they have guaranteed the Obligations of one or more of the Borrowers;

WHEREAS, all the Borrowers are party to a Security Agreement dated as of September 30, 2004 in favor of the Administrative Agent (the "Security Agreement") pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement; and

WHEREAS, pursuant to the Security Agreement, Grantor pledges and grants to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks and Trademark Licenses; and

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Loan Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement or in the Security Agreement and used herein have the meaning given to them in the Loan Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral.

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 Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties 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.

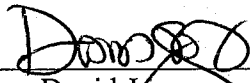
Section 3. Security Agreement. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative 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 Administrative 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.

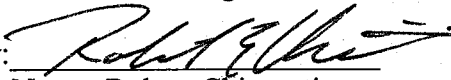
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

OXFORD AUTOMOTIVE, INC.

By: 
Name: David Jones
Title: Chief Financial Officer

THE CIT GROUP/BUSINESS CREDIT,
INC.,
as Administrative Agent

By: 
Name: Robert Chimenti
Title: Assistant Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF New York)
) ss.

COUNTY OF New York)

On this 30th day of September, 2004 before me personally appeared David Jones, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of OXFORD AUTOMOTIVE, INC. who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Felicia Dell'Olivo
Notary Public

FELICIA DELL'OLIO
Notary Public, State of New York
No. 31-4854230
Qualified in New York County
Commission Expires June 23, 192006

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

1. 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	561,907
Oxford Automotive and Design (Int'l. Cl. 6)	Mexico (English)	309503	564,291
Oxford Automotive (Int'l. Cl. 42)	Mexico (English)	309502	639,339
Oxford Automotive and Design (Int'l. Cl. 42)	Mexico (English)	309504	564,292
Oxford Automotriz (Int'l. Cl. 6)	Mexico (Spanish)	310728	564,839
Oxford Automotriz (Int'l. Cl. 42)	Mexico (Spanish)	310729	620,242
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
Oxford Automotive	France	97/696967	97696967
Oxford Automotive And Design	France	97/696966	97696966

<u>Mark</u>	<u>Country</u>	<u>Application Serial No.</u>	<u>Registration No.</u>
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	Denmark	VA200102741	VR200104728
Oxford Technologies	France	01/3111671	013111671
Oxford Technologies	Italy	TO2001C002401	Pending
Oxford Technologies (Class 12)	Mexico	0496145	723,529
Oxford Technologies (Class 42)	Mexico	0496146	723,530

Oxford Technologies	Poland	Z-238185	Pending
Oxford Technologies And Design	Czech Republic	169647	243773
Oxford Technologies And Design	Denmark	2001 2742 VA	2001 4747 VR
Oxford Technologies And Design	Mexico		764,710
Oxford Technologies And Design	Mexico		719,796
Oxford Technologies And Design	France		13111668
Oxford Technologies	Hungary	M 01 3876	173661

2. Trademark Licenses

- Trademarks were purchased by Oxford Automotive, Inc. from The Oxford Investment Group, Inc. pursuant to the Trademark and Tradename Transfer Agreement dated as of November 4, 2003. These trademarks are subject to a first priority purchase money security interest granted by Oxford Automotive, Inc. to The Oxford Investment Group, Inc., which secures the obligation to pay the purchase price as set forth in such agreement.
- Global Agreement for Software Program Processes (Type II) between MAPICS, Inc. and Oxford Automotive, Inc., dated September 28, 2001.
- Microsoft Select Master Agreement between Oxford Automotive, Inc. and Microsoft Corporation, with a Master Effective Date of March 22, 2000 and a Master End Date of March 31, 2003.

BH01\482328.1
ID\JLDO