

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The Royal Bank of Scotland PLC, as Security Agent		04/14/2005	Public Limited Company:

**RECEIVING PARTY DATA**

<b>Name:</b>	Automotive Sealing Systems SA
<b>Street Address:</b>	65 Avenue de la Gare
<b>City:</b>	L-1611 Luxembourg
<b>State/Country:</b>	LUXEMBOURG
<b>Entity Type:</b>	CORPORATION: LUXEMBOURG

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	653630	
Registration Number:	688555	SCHLEGEL
Registration Number:	812370	POLY-PILE
Registration Number:	895293	SCHLEGEL #5
Registration Number:	913919	BRISTLEPILE
Registration Number:	931125	ROUND-UP
Registration Number:	940482	SCHLEGEL
Registration Number:	949318	NTH
Registration Number:	1006547	POLY-BOND
Registration Number:	1040109	SCHLEGEL
Registration Number:	1197176	LECTRA-CON
Registration Number:	1388312	Q-LON
Registration Number:	2005606	DACS

**CORRESPONDENCE DATA**

**900023117**

**TRADEMARK  
 REEL: 003067 FRAME: 0063**

**CH \$340.00 653630**

Fax Number: (212)878-8375  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-878-8000  
Email: trademark.group@cliffordchance.com  
Correspondent Name: Melissa Schrader  
Address Line 1: 31 West 52nd Street  
Address Line 4: New York, NEW YORK 10019-6131

DOMESTIC REPRESENTATIVE

Name:  
Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Melissa Schrader
Signature:	/Melissa Schrader/
Date:	04/15/2005

Total Attachments: 7  
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## MASTER TERMINATION AGREEMENT

MASTER TERMINATION AGREEMENT (this "Agreement"), dated as of April 14, 2005, by and among ROYAL BANK OF SCOTLAND PLC as security agent (the "Security Agent") and AUTOMOTIVE SEALING SYSTEMS SA ("Luxco 2"), METZELER AUTOMOTIVE PROFILE SYSTEMS NORTH AMERICA, INC. ("MAPS North America"), METZELER AUTOMOTIVE PROFILE SYSTEMS TECHNICAL CENTER, INC. ("MAPS Tech"), METZELER AUTOMOTIVE PROFILE SYSTEMS TENNESSEE, INC. ("MAPS Tennessee"), METZELER AUTOMOTIVE PROFILE SYSTEMS IOWA, INC. ("MAPS Iowa"), METZELER AUTOMOTIVE PROFILE SYSTEMS OKLAHOMA, INC. ("MAPS Oklahoma"), METZELER AUTOMOTIVE PROFILE SYSTEMS NORTH CAROLINA, INC. ("MAPS North Carolina"), METZELER AUTOMOTIVE PROFILE SYSTEMS KEOKUK LLC ("MAPSKK") and SCHLEGEL CORPORATION ("Schlegel" and together with Luxco 2, MAPS North America, MAPS Tech, MAPS Tennessee, MAPS Iowa, MAPS Oklahoma, MAPS North Carolina and MAPSKK, the "Obligors").

### WITNESSETH

WHEREAS, the parties hereto have heretofore entered into the agreements listed on Exhibit A hereto (all such agreements, and all amendments to any and all thereof, are collectively referred to herein as the "Documents"); and

WHEREAS, the parties hereto desire to terminate the Documents;

NOW, THEREFORE, in consideration of the agreements set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

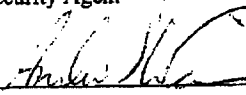
1. **Capitalised Terms:** Capitalised terms used but not defined herein shall have the respective meanings given to them in the Security Agreement referred to in item 1 of Exhibit A.
2. **Termination of the Documents:** Each of the parties hereto agrees that (i) except with respect to those provisions (including, without limitation, indemnification provisions) which expressly survive the termination of the Documents, the Documents to which it is a party are hereby terminated, such termination to be effective as of the date hereof, (ii) any requirement of notice (whether written or oral) with respect to the termination of any of the Documents is hereby waived by the respective parties to the Documents and (ii) any other requirement or condition precedent to the termination of any of the documents is hereby waived or shall be deemed to have been satisfied, as the case may be.
3. **Further Assurances:** Each of the parties hereto agrees to execute such documents or instruments (including, but not limited to, mortgage releases and the filing of UCC-3 termination statements) and to take such other actions, in each case at the relevant Obligor's expense, as any party may reasonably request in order to evidence the

termination of the Documents and the security interests granted in connection herewith. The undersigned specifically and irrevocably authorizes and directs Osler, Hoskin & Harvourt LLP to proceed with the complete discharge of the registrations filed pursuant to the *Personal Property Security Act* (Ontario) and listed herein as Exhibit B.

4. **Counterparts:** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.
5. **GOVERNING LAW: THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ROYAL BANK OF SCOTLAND PLC  
As Security Agent

By:   
ANDREW S. WEINBERG  
SENIOR VICE PRESIDENT

METZELER AUTOMOTIVE PROFILE  
SYSTEMS NORTH AMERICA, INC.

By: \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS TENNESSEE, INC.

By: \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS OKLAHOMA, INC.

By: \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS KEOKUK, LLC

By: \_\_\_\_\_

AUTOMOTIVE SEALING SYSTEMS SA

By: \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS TECHNICAL CENTER, INC.

By: \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS IOWA, INC.

By: \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS NORTH CAROLINA, INC.

By: \_\_\_\_\_

SCHLEGEL CORPORATION

By: \_\_\_\_\_

UK/272064

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

ROYAL BANK OF SCOTLAND PLC  
As Security Agent

By: \_\_\_\_\_

AUTOMOTIVE SEALING SYSTEMS  
SA

By:  \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS NORTH AMERICA, INC.

By:  \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS TECHNICAL CENTER, INC.

By:  \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS TENNESSEE, INC.

By:  \_\_\_\_\_

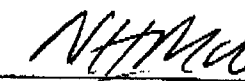
METZELER AUTOMOTIVE PROFILE  
SYSTEMS IOWA, INC.

By:  \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS OKLAHOMA, INC.

By:  \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS NORTH CAROLINA, INC.

By:  \_\_\_\_\_

METZELER AUTOMOTIVE PROFILE  
SYSTEMS KEOKUK, LLC

By:  \_\_\_\_\_

SCHLEGEL CORPORATION

By:  \_\_\_\_\_

Agreements

1. Security Agreement dated March 31, 2000 among Luxco 2 and certain of its Subsidiaries (as defined therein) as Grantors and DLJ Capital Funding, Inc., as Security Agent.
2. Intellectual Property Security Agreement dated March 31, 2000 among Schlegel and MAPSKK in favor of DLJ Capital Funding Inc., as Security Agent.
3. Security Collateral Pledge Agreement dated March 31, 2000 among Schlegel in favor of DLJ Capital Funding Inc., as Security Agent.
4. Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Fixture Filing and Financing Statement, dated as of April 28, 2000, recorded in the real property records of Lee county, Iowa on June 13, 2000 as Document No. 00S-49A2, as Record No. 1516, as amended by Modification to Deed of Trust, Advance Money Deed of Trust, Credit Line Deed of Trust, Assignment, Assignment of Rents, Fixture Filing and Financing Statement dated as of July 2, 2002, recorded in the real property records of Lee county, Iowa (collectively the "**Iowa Mortgage**"), together with related UCC Fixture Filing Financing Statement naming the Company as debtor and DLJ Capital Funding, Inc. as the original secured party, and covering the collateral described in the Iowa Mortgage.
5. Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Fixture Filing and Financing Statement, dated as of April 28, 2000, recorded in the real property records of Chester county, South Carolina in Book 936, Page 265, as amended by Modification to Mortgage, Advance Money Mortgage, Credit Line Mortgage, Assignment, Assignment of Rents, Fixture Filing and Financing Statement, recorded in the real property records of Chester county, South Carolina (collectively the "**South Carolina Mortgage**"), together with related UCC Fixture Filing Financing Statement naming the Company as debtor and DLJ as secured party, and covering the collateral described in the South Carolina Mortgage.
6. Deed of Trust, Advance Money Deed of Trust, Credit Line Deed of Trust, Assignment, Assignment of Rents, Fixture Filing and Financing Statement, dated as of May 1, 2000, recorded in the real property records of Rockingham county, North Carolina in Book 1043, Page 593, as amended by North Carolina Partial Deed of Release recorded in Book 1133, Page 276, and as further amended by Modification to Deed of Trust, Advance Money Deed of Trust, Credit Line Deed of Trust, Assignment, Assignment of Rents, Fixture Filing and Financing Statement dated as of January 9, 2003, recorded in the real property records of Rockingham county, North Carolina in Book 1135, Page 2067 (collectively the "**North Carolina Deed of Trust**"), together with UCC Fixture Filing Financing Statement naming the Company as debtor

and DLJ as secured party, and covering the collateral described in the North Carolina Deed of Trust.



Exhibit B

<b>Jurisdiction</b>	<b>Debtor Name</b>	<b>Registration Number(s)</b>	<b>Reference File Number(s)</b>
Ontario	Schlegel Corporation	20000223 1436 9065 6148 20001103 1431 9065 3614	859456251