

05-12-2005

5/12/05 REC T



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To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Dura Automotive Systems, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) May 3, 2005

Additional names of conveying parties attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached?  Yes  No

Name: Bank of America, N.A., as Collateral Agent

Internal Address: Suite 350

Street Address: 20800 Swenson Drive

City: Waukesha

State: WI

Country: USA Zip: 53187

Association Citizenship USA

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See continuation of Item 4 attached hereto

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Linda R. Kastner

Internal Address: c/o Latham & Watkins  
Suite 5800

Street Address: 233 S. Wacker Drive

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-7628

Fax Number: 312/993-9767

Email Address: Linda.Kastner@lw.com

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 390.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

9. Signature:

Linda R. Kastner  
Signature

May 9, 2005  
Date

05/16/2005 DBYRME 00000002 78578561 Linda R. Kastner

01 FC:8521  
02 FC:8522  
03 FC:8523

40 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**DURA AUTOMOTIVE SYSTEMS, INC.**

**CONTINUATION OF ITEM 4**

**U.S. TRADEMARK APPLICATIONS**

<b>Serial No.</b>
78/578,561
76/497,052
76/530,661
76/497,054
76/530,868
76/569,054
76/530,660
76/497,053
76/518,149
76/441,475
76/518,144
78/578,570
78/578,569
78/578,564
76/441,485

# TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 3, 2005, by DURA AUTOMOTIVE SYSTEMS, INC., a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A. in its capacity as collateral agent (the "Agent") for the Secured Parties.

## WITNESSETH:

WHEREAS, pursuant to that certain Fifth Amended and Restated Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Administrative Agent, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of the Secured Parties, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is executing and delivering to Agent, for itself and the ratable benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

### 1. DEFINED TERMS.

(a) "Licenses" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to (i) any and all licensing agreements or similar arrangements in and to its Trademarks, (ii) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages and payments for past and future breaches thereof, and (iii) all rights to sue for past, present, and future breaches thereof.

(b) "Trademarks" means, with respect to Grantor, all of such Grantor's right, title, and interest in and to the following: (i) all U.S. trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties,

damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; and (iv) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing.

(c) “Secured Parties” means the Agents, the Lenders, their respective Affiliates, and each of their permitted successors and assigns.

(d) All other capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

Grantor hereby grants to Agent, on behalf of itself and the Secured Parties, a continuing first priority security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each License; and

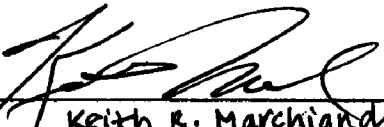
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and the Secured Parties, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of 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 are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, 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.

DURA AUTOMOTIVE SYSTEMS, INC.

By:   
Name: Keith R. Marchiando  
Title: V.P., C.F.O., and Assistant Secretary

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Dura Automotive Systems, Inc. Trademark Security Agreement]

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IN WITNESS WHEREOF, 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.

DURA AUTOMOTIVE SYSTEMS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A.,  
as Collateral Agent

By: Brian Conole  
Name: Brian Conole  
Title: Senior Vice President


[Signature Page to Dura Automotive Systems, Inc. Trademark Security Agreement]  
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**SCHEDULE I**

**DURA AUTOMOTIVE SYSTEMS, INC.**

**INTELLECTUAL PROPERTY RIGHTS<sup>2</sup>**

**U.S. TRADEMARK APPLICATIONS**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Status</b>	<b>Owner</b>
DIGISHIFT	78/578,561	3/2/05	New application	Dura Automotive Systems, Inc.
DURA AUTOTENSION	76/497,052	3/13/03	Registration review complete	Dura Automotive Systems, Inc.
DURA FLEXCOIL	76/530,661	7/18/03	Intent-to-Use ▶ Statement of Use past due 3/7/05	Dura Automotive Systems, Inc.
DURA INTELADJUST	76/497,054	3/13/03	Intent-to-Use Publication review complete	Dura Automotive Systems, Inc.
DURA INTELLISENSE	76/530,868	7/18/03	Intent-to-Use Publication review complete	Dura Automotive Systems, Inc.
DURA QUIETDRIVE	76/569,054	1/9/04	Publication review complete	Dura Automotive Systems, Inc.
DURA RACKLIFT	76/530,660	7/18/03	Registration review complete	Dura Automotive Systems, Inc.
DURA WORLDCLASS CABLES	76/497,053	3/13/03	Intent-to-Use Publication review complete	Dura Automotive Systems, Inc.
DURATRONIX	76/518,149	5/30/03	Intent-to-Use Publication review complete	Dura Automotive Systems, Inc.
E P B 	76/441,475	8/19/02	Intent-to-Use Statement of Use due 9/8/05	Dura Automotive Systems, Inc.
INNOVATION DRIVEN BY INSPIRATION	76/518,144	5/30/03	Intent-to-Use Publication review complete	Dura Automotive Systems, Inc.
INTELLIADJUST	78/578,570	3/2/05	Intent-to-use New application	Dura Automotive Systems, Inc.
INTELLIBOOST	78/578,569	3/2/05	Intent-to-Use New application	Dura Automotive Systems, Inc.

<sup>2</sup> If and to the extent that a grant of a security interest in the ITUs would violate section 10 of the Trademark Act, then notwithstanding anything to the contrary contained herein no grant of a security interest in any such ITU's shall attach until such time as a verified statement of use has been filed with respect thereof pursuant to Section 1(d) of the Trademark Act.

Mark	Serial No.	Filing Date	Status	Owner
INTELLISENSE	78/578,564	3/2/05	Intent-to-Use New application	Dura Automotive Systems, Inc.
SMART PARK <b>smart(P)ark</b>	76/441,485	8/19/02	Registration review complete	Dura Automotive Systems, Inc.

**U.S. TRADEMARK REGISTRATIONS**

None