

05-24-2005



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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I.S. DEPARTMENT OF COMMERCE U.S. 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): Schlegel Corporation Metzeler Automotive Profile Systems Iowa, Inc. Metzeler Automotive Profile Systems North Carolina, Inc. Metzeler Automotive Profile Systems Oklahoma, Inc. Individual(s) Association General Partnership Limited Partnership Corporation-State Other

2. Name and address of receiving party(ies) Name: The Royal Bank of Scotland plc, Internal Address: as security agent Street Address: 101 Park Avenue City: New York State: NY Zip: 10178 Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other Public Limited Company- United Kingdom

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

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 14 April 2005

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 registration number(s): A. Trademark Application No.(s) see Schedule I

B. Trademark Registration No.(s) see Schedule I

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Jakob Maslikowski Internal Address: Linklaters Street Address: 1345 Avenue of the Americas City: New York State: NY Zip: 10151

6. Total number of applications and registrations involved: 6 7. Total fee (37 CFR 3.41): \$240.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mitchell L. Garrett Name of Person Signing

Signature

9 May 2005 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231



05-16-2005

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #11

TRADEMARK

REEL: 003164 FRAME: 0861

TRADEMARK RECEIVED 2005 MAY 11 3:41 P US PATENT & TRADEMARK OFFICE 01 FC:4521 02 FC:4522 05/23/2005 JTT/LAH 0000006 2511125 200.00 40.00 200.00

TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

(D) REGISTERED TRADEMARKS

Trademark	Country of Registration	Registration No	Date
ROUND-UP	USA	931125	3/21/72
SCHLEGEL	Brazil	006052223	2/25/75
SCHLEGEL	Canada	167349	1/16/70
HIGH-FIN	Canada	298576	12/28/84
FIN-SEAL	Canada	255634	2/06/81
POLY-BOND	Canada	553745	11/14/01
LECTRA-CON	Canada	276679	2/18/83
POLYFLEX	Canada	263004	10/16/81
Q-LON	Canada	306394	8/30/85

(D) TRADEMARK APPLICATIONS

None

(D) TRADEMARK LICENSES

None

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 14, 2005, by **Schlegel Corporation**, a New York corporation, **Metzeler Automotive Profile Systems Iowa, Inc.**, a Delaware corporation, **Metzeler Automotive Profile Systems North Carolina, Inc.**, a Delaware corporation, **Metzeler Automotive Profile Systems Oklahoma, Inc.**, an Oklahoma corporation, each of the other entities listed on the signature pages hereof or which becomes a party hereto pursuant to Section 7.10 of the Pledge and Security Agreement (as defined below) (each, a **"Grantor"** and, collectively, the **"Grantors"**), in favor of The Royal Bank of Scotland plc (**"RBS"**), as security agent for the Secured Parties (as defined in the Senior Facility Agreement (as defined below)) (in such capacity, the **"Security Agent"**).

RECITALS

- (A) Metzeler Automotive Profile Systems S.A. (the **"Parent"**), the Grantors, certain other Subsidiaries of the Parent, the financial institutions party thereto (the **"Lenders"**) and The Royal Bank of Scotland plc (in its various capacities) have entered into a senior facility agreement, dated as of the date hereof (as amended, amended and restated, supplemented and otherwise modified and in effect from time to time, the **"Senior Facility Agreement"**), pursuant to which the Lenders, subject to the terms and conditions contained herein and in the Senior Facility Agreement, have agreed to make extensions of credit to the Borrowers (as defined in the Senior Facility Agreement).
- (B) All of the Grantors are party to a Pledge and Security Agreement of even date herewith in favor of the Security Agent (the **"Pledge and Security Agreement"**) pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.
- (C) In consideration of the mutual conditions and agreements set forth in the Senior Facility Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Senior Facility Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Senior Facility Agreement or the Pledge and 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 mortgages, pledges and hypothecates to the Security Agent for the benefit of the Secured Parties, and grants to the Security 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 Trademark Collateral of such Grantor. For purposes of the grants set forth herein, **"Trademark Collateral"** means:

- (a) all of its trademarks and trademark 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 trademark license; and
- (d) 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 Pledge and Security Agreement

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Security Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Security Agent with respect to the security interests granted to them in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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, 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,


SCHLEGEL CORPORATION,

a New York corporation,

By: 
Name:
Title:

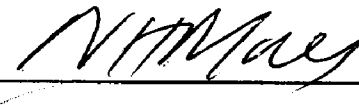
METZELER AUTOMOTIVE PROFILE SYSTEMS IOWA, INC.,

a Delaware corporation,

By: 
Name:
Title:

METZELER AUTOMOTIVE PROFILE SYSTEMS NORTH CAROLINA, INC.,

a Delaware corporation,

By: 
Name:
Title:

METZELER AUTOMOTIVE PROFILE SYSTEMS OKLAHOMA, INC.,

an Oklahoma corporation


By: 
Name:
Title:

Trademark Security Agreement

TRADEMARK
REEL: 003164 FRAME: 0865

ACCEPTED AND AGREED:

THE ROYAL BANK OF SCOTLAND PLC, as Security Agent

By: 
Name: **ANDREW S. WEINBERG**
Title: **SENIOR VICE PRESIDENT**