

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
Durakon Industries, Inc.		10/04/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	The CIT Group/Business Credit, Inc.		
Street Address:	505 Fifth Avenue, 3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	3017577	A TRUCKLOAD OF AWARDS	
Registration Number:	1832698	ALL STAR	
Registration Number:	1339124	DURABOX	
Registration Number:	3101080	DURACOVER	
Registration Number:	1423774	DURAGATE	
Registration Number:	3103688	DURAKON	
Registration Number:	1996721	DURAKON INDUSTRIES	
Registration Number:	2011615	DURAKON INDUSTRIES	
Registration Number:	1201948	DURALINER	
Registration Number:	2282663	DURALINER USA	
Registration Number:	2158287	DURASPORT	
Registration Number:	1532934	DURATRUNK	
Registration Number:	1431023	GEAR-BOX	
Registration Number:	2923906	PATRIOT	

CH \$415.00 3017577

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TRADEMARK
REEL: 003406 FRAME: 0320

Registration Number:	2923907	PATRIOT
Serial Number:	78525280	DURAPAIN

CORRESPONDENCE DATA

Fax Number: (617)227-4420

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

Phone: 617.239.0760

Email: srblack@eapdlaw.com

Correspondent Name: S. Ryan Black, Paralegal

Address Line 1: Edwards Angell Palmer & Dodge LLP

Address Line 2: 111 Huntington Avenue

Address Line 4: Boston, MASSACHUSETTS 02108

ATTORNEY DOCKET NUMBER:	45550/2
NAME OF SUBMITTER:	S. Ryan Black
Signature:	/s S. Ryan Black/
Date:	10/11/2006

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 4, 2006, is made between Durakon Industries, Inc., a Michigan corporation (the "Grantor"), and The CIT Group/Business Credit, Inc., a New York corporation, in its capacity as agent for the Lenders party to the Financing Agreement (as defined below) from time to time (together with its successors and assigns, the "Agent").

WITNESSETH:

WHEREAS, the Agent, the Grantor and Benton Plastics, Inc., a Maine corporation ("Benton") (the Grantor and Benton, collectively, the "Borrowers"), are parties to a Financing Agreement of even date herewith (as amended, extended, renewed, supplemented, substituted or otherwise modified from time to time, the "Financing Agreement"); and

WHEREAS, pursuant to the Financing Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of the Trademarks (as defined below) to secure all of the Obligations of the Borrowers; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Agent and the Lenders to make loans and other financial accommodations described in and pursuant to the Financing Agreement, the Grantor agrees as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, capitalized terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Financing Agreement.

Section 2. Grant of Security Interest. The Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in all of the following property, whether now or hereafter existing or acquired by the Grantor (the "Trademarks"):

All of the Grantor's present and hereafter acquired right, title and interest in and to trademarks, trademark registrations, recordings, applications, tradenames, trade dress, corporate names, business names, service marks, logos and any other designs or sources of business identities, prints and labels (on which any of the foregoing may appear), all reissues and renewals thereof, including, without limitation, those referred to in Item A of Schedule I attached hereto, all licenses thereof including, without limitation, those referred to in Item B of Schedule I attached hereto, all other general intangibles, intellectual property and other rights pertaining to any of the foregoing, together with the goodwill associated therewith, and all income, royalties and other Proceeds of any of the foregoing.

Notwithstanding the foregoing, "Trademarks" shall not include any general intangibles or other rights arising under any contracts, instruments, licenses or other documents relating to any of the foregoing Trademarks as to which the grant of a security interest would (i) constitute a violation of a valid and effective restriction in favor of a third party on such grant, unless and until any required consents shall have been obtained or (ii) give any other party to such contract, instrument, license or other document the right to terminate its obligations thereunder pursuant to any valid and effective provision thereof.

Section 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest of the Agent, for the benefit of the Lenders, in the Trademarks with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent, for the benefit of the Lenders, under the Financing Agreement. The Financing Agreement (and all rights and remedies of the Agent, for the benefit of the Lenders, thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent and the Lenders with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Financing 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 5. Termination. This Agreement shall remain in full force and effect until the date on which the Obligations have been paid and performed in full in cash and the Financing Agreement and all commitments thereunder have been terminated, at which time the Agent shall promptly release all of the liens and security interests hereunder in the Trademarks. In the event that all or any part of the payments described in this Section 5 are rescinded or recovered directly or indirectly from the Agent or any Lender as a preference, fraudulent transfer or otherwise (whether by demand, settlement, litigation or otherwise), such rescinded or recovered payments shall constitute Obligations and the obligations of Grantor hereunder shall continue and remain in full force and effect or be reinstated, as the case may be.

Section 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

Signatures Begin on Next Page

Agent:

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

By: Cyntra A. Trani
Print Name: Cyntra Trani
Title: Senior Vice President

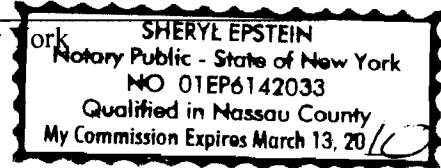
STATE OF NEW YORK)
COUNTY OF New York) ss.

The foregoing instrument was acknowledged before me this 4 day of October, 2006, by Cyntra Trani, the Senior Vice President of The CIT Group/Business Credit, Inc., a New York corporation, as Agent, on behalf of said corporation.

Sheryl Epstein
(Print Name of Notary Public):

My commission expires: _____

Qualified in the State of New York

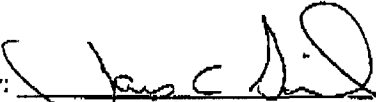


(Signature Page for Durakon Industries Trademark Security Agreement)

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered as an instrument under seal by its officer thereunto duly authorized as of the date first above written.

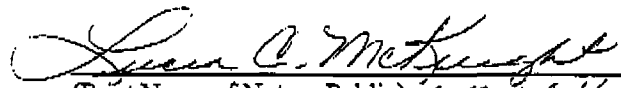
Grantor:

DURAKON INDUSTRIES, INC.

By: 
Print Name: James C. Smith
Title: Vice President, Chief Financial Officer,
Secretary and Treasurer

STATE OF MICHIGAN)
) ss.
County of Lapeer)

The foregoing instrument was acknowledged before me this __ day of October, 2006, by James C. Smith, the Vice President, Chief Financial Officer, Secretary and Treasurer of Durakon Industries, Inc., a Michigan corporation, on behalf of said corporation.


(Print Name of Notary Public): LUCIA C. MCKNIGHT
My commission expires: 11-27-2007
Qualified in the State of Michigan

Signatures Continued on Next Page

(Signature Page for Durakon Industries Trademark Security Agreement)

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

	Trade Name	Country	Reg. Date	Reg. No.	Status
1.	A Truckload of Awards	US	11/22/05	3,017,577	Registered
2.	All Star	Argentina	8/23/96	1,612,522	Registered
3.	All Star	Canada	5/9/86	TMA 313988	Registered
4.	All Star	Ecuador	9/16/97	284,397	Registered
5.	All Star	Paraguay	4/25/97	192,323	Registered
6.	All Star	US	4/26/94	1,832,698	Registered
7.	All Star	Venezuela	2/9/96	P-186.656	Registered
8.	Big Mat	Argentina	5/16/96	1,600,056	Registered
9.	Big Mat	Brazil	12/3/96	818,030,372	Registered
10.	Big Mat	Paraguay	4/25/97	192,324	Registered
11.	BigMat	Venezuela	2/9/96	P-186.655	Registered
12.	BODYGARD	Argentina	4/29/94	1,995,586	Registered
13.	DURABOX	Canada	5/2/86	TMA 313874	Registered
14.	DURABOX	US	6/4/85	1,339,124	Registered
15.	DURACOVER	US	6/6/06	3,101,080	Registered
16.	DURAGATE	US	1/6/87	1,423,774	Registered
17.	Durakon	Brazil	12/28/99	819909602	Registered
18.	Durakon	Canada	10/25/85	TMA 307709	Registered
19.	Durakon & Design	US	6/13/06	3,103,688	Registered
20.	Durakon Industries	US	8/27/96	1,996,721	Registered
21.	Durakon Industries	Venezuela	4/26/96	P-189-146	Registered
22.	Durakon Industries & Design	US	10/29/96	2,011,615	Registered
23.	DURALINER	Argentina	6/30/93	1,447,337	Registered
24.	DURALINER	Australia	11/22/96	722,515	Registered
25.	DURALINER	Canada	5/2/86	TMA 313873	Registered
26.	DURALINER	Colombia	9/29/94	165,555	Registered
27.	DURALINER	Cyprus	8/7/97	48,515	Registered
28.	DURALINER	Ecuador	9/16/97	2845	Registered
29.	DURALINER	EU	3/10/99	724,567	Registered
30.	DURALINER	Japan	8/18/88	2,125,388	Registered
31.	DURALINER	Mexico	7/14/93	458,834	Registered
32.	DURALINER	New Zealand	1/10/97	271,490	Registered
33.	DURALINER	Paraguay	5/14/97	192,470	Registered
34.	DURALINER	Peru	7/16/96	27,486	Registered
35.	DURALINER	So Korea	5/26/95	314,223	Registered
36.	DURALINER	Taiwan	5/16/95	680,262	Registered
37.	DURALINER	Thailand	12/15/94	N/ATM21714	Registered

	Trade Name	Country	Reg. Date	Reg. No.	Status
38.	DURALINER	US	7/20/82	1,201,948	Registered
39.	DURALINER	Uruguay	10/16/92	248,648	Registered
40.	DURALINER USA	US	10/5/99	2,282,663	Registered
41.	DURASPORT	Argentina	2/12/98	1,658,105	Registered
42.	DURASPORT	Brazil	4/6/99	819,655,562	Registered
43.	DURASPORT	Chile	6/3/97	486,863	Registered
44.	DURASPORT	US	5/19/98	2,158,287	Registered
45.	DURATRUNK	Argentina	5/16/96	1,600,055	Registered
46.	DURATRUNK	Brazil	11/10/98	819110230	Registered
47.	DURATRUNK	Ecuador	9/16/97	DNPI-2844-97-MI	Registered
48.	DURATRUNK	US	4/4/89	1,532,934	Registered
49.	DURATRUNK	Uruguay	8/14/92	248,647	Registered
50.	GEAR-BOX	US	3/3/87	1,431,023	Registered
51.	PATRIOT	US	2/1/05	2,923,906	Registered
52.	PATRIOT & DESIGN	US	2/1/05	2,923,907	Registered

Pending Trademark Applications

	Trade Name	Country	Filing Date	Application Number	Status
1.	All Star	Brazil	10/14/1994	818106336	Pending
2.	DURALINER	Brazil	6/1/1993	817303774	Pending
3.	DURALINER	Venezuela	9/8/1994	12037	Pending
4.	DURAPAIN	US	12/1/2004	78/525,280	Pending
5.	DURATRUNK	Venezuela	9/8/1994	94-012038	Pending

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

None.