

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Atwood Mobile Products, Inc.		06/27/2008	CORPORATION: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust Company, as Second Lien Collateral Agent		
<b>Street Address:</b>	Rodney Square North		
<b>Internal Address:</b>	1100 N. Market Street		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19890		
<b>Entity Type:</b>	banking corporation: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2891724	DURALEG	
Registration Number:	972219	EXCEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	028613-0007		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>Signature:</b>	/Rhonda DeLeon/		

OP \$65.00 2891724

Date:

09/29/2008

**Total Attachments: 5**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

**SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of June 27, 2008 (the “**Agreement**”), by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of WILMINGTON TRUST COMPANY, as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity as collateral agent, the “**Collateral Agent**”).

### W i t n e s s e t h:

WHEREAS, pursuant to that certain Second Lien Credit and Guaranty Agreement, dated as of June 27, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Dura Operating Corp., a Delaware corporation, (“**Company**”), Dura Automotive Systems, Inc. (f/k/a “New Dura, Inc.”), a Delaware corporation (“**Parent**”), certain Subsidiaries of Parent and the Company, the Lenders party thereto from time to time (the “**Lenders**”) and Wilmington Trust Company, as administrative agent and as collateral agent and the Lenders have severally agreed to make extensions of credit to Company upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors other than Company are party to the Guaranty pursuant to which they have guaranteed the Obligations; and

WHEREAS, all the Grantors are party to that certain Second Lien Pledge and Security Agreement dated as of June 27, 2008, in favor of the Collateral Agent for the benefit of the Secured Parties (the “**Pledge and Security Agreement**”) pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agents to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to Company thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

#### Section 1. *Defined Terms*

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Pledge and Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Pledge and Security Agreement, as applicable.

#### 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 Collateral Agent for its benefit and for the benefit of the other Secured Parties, and grants to the Collateral Agent for its benefit and for the benefit of the other Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under all of its United States registered Trademarks and applications for United States registered Trademarks referred to on Schedule I hereto (the “**Trademark Collateral**”).

#### Section 3. *Certain Limited Exclusions*

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any rights or interests if and for so long as the grant of such security interest shall constitute or result in the abandonment, invalidation or unenforceability of any right, title or interest of any Grantor therein; provided, however, that the Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied.

Section 4.        ***Termination***

Upon the payment in full of all Secured Obligations (other than contingent indemnification obligations for which no claim has been asserted) and the cancellation or termination of the Commitments, the security interest granted hereby shall automatically terminate hereunder and of record and all rights to the Collateral shall revert to Grantors. The Collateral Agent shall, at Grantor's expense, execute and deliver or otherwise authorize the filing of such documents as Grantors shall reasonably request in writing, in form and substance reasonably satisfactory to the Collateral Agent in consultation with the Lenders, including financing statement amendments to evidence such release.


Section 5.        ***Pledge and Security Agreement***

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Pledge and Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest 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 PAGES FOLLOW]

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.


**ATWOOD MOBILE PRODUCTS, INC.,**  
as Grantor

By:   
Name: Theresa L. Skotak  
Title: President

**DURA GLOBAL TECHNOLOGIES, INC.,**  
as Grantor

By:   
Name: Theresa L. Skotak  
Title: President

**DURA OPERATING CORP.,** as Grantor

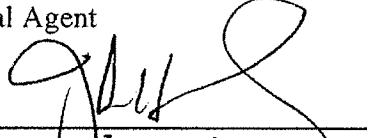
By:   
Name: Theresa L. Skotak  
Title: Vice President

Accepted and Agreed:

**WILMINGTON TRUST COMPANY,**  
as Collateral Agent

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

Name:




  
**James A. Hanley**

Title:


**Assistant Vice President**

**Schedule I**  
to  
**Trademark Security Agreement**  
Trademark Registrations

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date	Status	Owner
DURALEG	2,891,724	10/5/2004	6-year Affidavit of Use due 10/5/2010	Atwood Mobile Products, Inc.
EXCEL 	1,076,891	11/8/1977	Renewal due 11/8/2017	Dura Operating Corp.
EXCEL 	0,972,219	11/6/1973	Renewal due 11/6/2013	Atwood Mobile Products, Inc.
INVISITRAK	3,412,191	4/15/2008	6-year Affidavit of Use due 4/15/2014	Dura Global Technologies, Inc.
DIGISHIFT	3,108,301	6/20/2006	6-year Affidavit of Use due 6/20/2012	Dura Global Technologies, Inc.
DURA QUIETDRIVE	2,999,763	9/27/2005	6-year Affidavit of Use due 9/27/2011	Dura Global Technologies, Inc.
DURA RACKLIFT	2,972,052	7/19/2005	6-year Affidavit of Use due 7/19/2011	Dura Global Technologies, Inc.
INNOVATION DRIVEN BY INSPIRATION	3,352,789	12/11/2007	6-year Affidavit of Use due 12/11/2013	Dura Global Technologies, Inc.
DURA AUTOTENSION	2,952,578	5/17/2005	6-year Affidavit of Use due 5/17/2011	Dura Global Technologies, Inc.
SMART PARK & Design 	2,960,151	6/7/2005	6-year Affidavit of Use due 6/7/2011	Dura Global Technologies, Inc.
EXCEL	3,081,070	4/18/2006	6-year Affidavit of Use due 4/18/2012	Dura Operating Corp.

U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date	Status	Owner
CREATING THE FUTURE DRIVEN BY YOU	77/351,214	12/13/2007	Pending Intent-to-Use	Dura Global Technologies, Inc.
DURA & Design 	77/351,228	12/13/2007	Pending	Dura Global Technologies, Inc.
DURA AUTOMOTIVE SYSTEMS	77/347,792	12/10/2007	Pending	Dura Global Technologies, Inc.
VALET	77/024,823	10/19/2006	Pending Intent-to-Use	Dura Global Technologies, Inc.