

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Assignment of Security Interest	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Deutsche Bank Trust Company Americas		07/30/2009	Banking Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	299 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3041038	MER	
Registration Number:	1542922	LORRO, INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-813-5900		
Email:	anicolescu@fzlz.com		
Correspondent Name:	ANDREW N. FREDBECK		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	KLEE 0905055		
NAME OF SUBMITTER:	Andrew N. Fredbeck		
Signature:	/anca nicolescu/		

CH \$65.00 3041038

Date:

08/04/2009

Total Attachments: 5

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**NOTICE OF CHANGE OF COLLATERAL AGENT -
ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS**

This ASSIGNMENT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 30, 2009 (this "Assignment Agreement"), is made by Deutsche Bank Trust Company Americas, located at 60 Wall Street, New York, NY 10005 ("DBTCA") and Ableco Finance LLC, located at 299 Park Avenue, New York, NY 10171 ("Ableco" or the "Successor Collateral Agent").

WHEREAS, pursuant to that certain First –Lien Term Credit Agreement, dated as of December 29, 2006 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Meridian Automotive Systems, Inc., a Delaware corporation ("Borrower"), the lenders party thereto, and DBTCA, as Administrative Agent for the lenders and as Collateral Agent, the lenders agreed to make loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, Borrower, Meridian Automotive Systems – Composites Operations, Inc., Meridian Automotive Systems – Angola Operations, Inc., Meridian Automotive Systems – Construction, Inc., Meridian Automotive Systems – Detroit Operations, Inc., Meridian Automotive Systems – Grand Rapids Operations, Inc., Meridian Automotive Systems – Heavy Truck Operations, Inc., Meridian Automotive Systems – Shreveport Operations, Inc., and Meridian Automotive Systems – Mexico Operations, L.L.C., (each, an "Assignor") executed and delivered that certain First – Lien Term Security Agreement, dated as of December 29, 2006, in favor of DBTCA, as Collateral Agent (as amended, supplemented or otherwise modified from time to time, the "First – Lien Security Agreement");

WHEREAS, pursuant to the First – Lien Security Agreement, the Borrower and each Assignor pledged and granted to DBTCA, as Collateral Agent for the Secured Creditors (as defined therein), a continuing security interest in all of their right, title and interest in, to and under all of their intellectual property rights, including those Marks (as defined therein) listed on Schedule A hereto and proceeds of any and all of the foregoing, on the terms and conditions set forth in the First – Lien Security Agreement;

WHEREAS, the security interest in the Marks granted to DBTCA was recorded in the United States Patent and Trademark Office at Reel 3469, Frame 0538; and Reel 3469, Frame 0517 on January 26, 2007; and

WHEREAS, on June 19, 2009, DBTCA resigned as Collateral Agent under the Credit Agreement and the other Credit Documents (as defined in the Credit Agreement) and, on July 13, 2009, the Required Lenders (as defined in the Credit Agreement) appointed Ableco as the Successor Collateral Agent for all purposes under the Credit Agreement and the other Credit Documents.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereby agree and confirm that:

DBTCA hereby assigns to the Successor Collateral Agent without recourse and without any representation or warranty of any kind, nature or description, all of its right, title and interest

in and to the Marks granted by the owners thereof pursuant to the First – Lien Security Agreement, as of the Effective Date (as defined below).

The Effective date of this Assignment Agreement shall be the date of execution by all parties (the “Effective Date”). Upon the execution of this Assignment Agreement, it will be delivered to the Successor Collateral Agent for recording by the Successor Collateral Agent with the United States Patent and Trademark Office.

DBTCA hereby agrees to (i) execute all documents, agreements or instruments as may be reasonably requested by the Successor Collateral Agent to transfer the rights and privileges of DBTCA under the First – Lien Security Agreement and under the Marks to the Successor Collateral Agent, and (ii) at the request and expense of Borrower or the Lenders (in accordance with and pursuant to subsection 12.01 of the Credit Agreement), cause to be promptly and duly taken, executed, acknowledged and delivered all such further acts, documents and assurances as the Successor Collateral Agent may reasonably from time to time request in order to carry out the intent and purposes of this Assignment Agreement, including all such actions to establish, preserve, protect and perfect a first priority lien on the Marks in favor of the Successor Collateral Agent for the benefit of the lenders under the Credit Agreement.

This Assignment Agreement shall be governed and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ABLECO FINANCE LLC,
as Successor Collateral Agent

By: 

Name: _____

Kevin Gende

Title: _____

Vice Chairman

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as existing Collateral Agent

By: _____

Name: _____

Title: _____

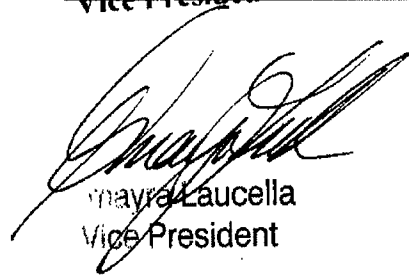
IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ABLECO FINANCE LLC,
as Successor Collateral Agent

By: _____
Name: _____
Title: _____

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as existing Collateral Agent

By: *E. Landaeta*
Name: Enrique Landaeta
Title: Vice President


Mayra Laucella
Vice President

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Registration or Serial Number
MER	3,041,038
LORRO, INC.	1,542,922

022537-0164-13654-Active.11715905.3