

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest (ABL Security Agreement)		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Meridian Automotive Systems, Inc.		12/29/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3041038	MER	
Serial Number:	78899123	P2	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-819-8923		
Email:	trademarkdocket@whitecase.com		
Correspondent Name:	Matthew Bart c/o White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1111779-1642		
NAME OF SUBMITTER:	Matthew Bart		
Signature:	/Matthew Bart/		
Date:	01/26/2007		

CH \$65.00 3041038

Total Attachments: 7

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
(ABL SECURITY AGREEMENT)**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Meridian Automotive Systems, Inc., a Delaware corporation (the "Grantor") with principal offices at 999 Republic Drive, Allen Park, MI 48101, hereby grants to Deutsche Bank Trust Company Americas, as Collateral Agent under the below-described Security Agreement, with principal offices at 60 Wall Street, New York, NY 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the ABL Security Agreement among the Grantor, the other Assignors from time to time party thereto and the Grantee, dated as of December 29, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
24th day of January, 2007.

MERIDIAN AUTOMOTIVE SYSTEMS, INC.,
Grantor

By: 
Name: Matthew K. Paroly
Title: Vice President

STATE OF MICHIGAN)
) ss.:
COUNTY OF OAKLAND)

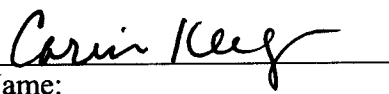
On this 24th day of January, 2007, before me personally came Matthew K. Paroly who, being by me duly sworn, did state as follows: that he is Vice President of Meridian Automotive Systems, Inc., that he is authorized to execute the foregoing Grant on behalf of said company and that he did so by authority of the Board of Directors of said company.

SUZANNE JAVORS
Notary Public, Oakland County, MI
My Commission Expires 08/28/2008


Notary Public

DEUTSCHE BANK TRUST COMPANY
AMERICAS,
as Collateral Agent and Grantee

By: 
Name: MARGUERITE SIMON
Title: DIRECTOR

By: 
Name:
Title: Carin Keegan
Vice President

STATE OF New York)
COUNTY OF New York) ss:

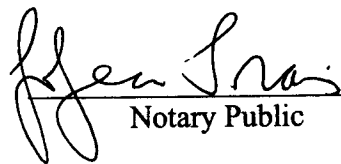
On this 28th day of Dec., 2006, before me personally came MARGUERITE SUTTON who, being by me duly sworn, did state as follows: that [s]he is DIRECTOR of Deutsche Bank Trust Company Americas, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Jean Travis
Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2007

STATE OF New York)
COUNTY OF New York) ss:

On this 28th day of Dec., 2006, before me personally came CARIN
KEEGAN who, being by me duly sworn, did state as follows: that [s]he is
V.P. of Deutsche Bank Trust Company Americas, that [s]he is authorized to
execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of
the Board of Directors of said corporation.


Notary Public

JOJEAN TRAVIS
Registration No. 01TR5013241
New York County
July 15, 2007

SCHEDULE A

U.S. Trademark Registrations

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
MER	3,041,038	01-10-06

U.S. Trademark Applications

<u>MARK</u>	<u>APP. NO.</u>	<u>FILING DATE</u>
P2	78/899,123	06-02-06