

RECORDATION FORM CC
PATENTS ON

02-05-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office



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2/1/99

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Auto Ventshade Company

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

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Street Address: 500 West Monroe

City: Chicago State: IL ZIP: 60661

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other _____

Execution Date: December 23, 1998

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

B. Patent No.(s)

4,685,718

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Laura Konrath

Internal Address: Winston & Strawn
33rd Floor

Street Address: 35 W. Wacker

City: Chicago State: IL ZIP: 60601

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

N/A

(Attach duplicate copy of this page if paying by deposit account)

02/04/1999 JSHBAZZ 00000142 4685718

DO NOT USE THIS SPACE

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40.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Laura Konrath

Name of Person Signing

Handwritten Signature: Laura Konrath

Signature

1/21/99

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

PATENT
REEL: 9731 FRAME: 0948

**SUPPLEMENT TO ASSIGNMENT FOR SECURITY OF
PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS SUPPLEMENT TO ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Supplement") is made this 23rd day of December 1998 by

VENTSHADE HOLDINGS, INC., a Delaware corporation ("VHI"),
AUTO VENTSHADE COMPANY, a Delaware corporation ("AVS"),
NEW HOLDINGS, INC., a Delaware corporation ("NHI")
(each of NHI, VHI and AVS, an "Additional Assignor" and, collectively, "Additional Assignors");

in favor of HELLER FINANCIAL, INC., as Agent ("Agent") for the benefit of all Lenders (as such term is defined below).

WHEREAS:

(A) LUND INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("Lund" or "Holdings"), DEFLECTA-SHIELD CORPORATION, a Delaware corporation ("Deflecta"), LUND INDUSTRIES, INCORPORATED, a Minnesota corporation ("LII"), BELMOR AUTOTRON CORP., a Delaware corporation ("Autotron"), DFM CORP., an Iowa corporation ("DFM"), (each of Deflecta, LII, Autotron and DFM, a "Borrower" and, collectively, "Borrowers"), LUND ACQUISITION CORP., a Minnesota corporation ("LAC"), BAC ACQUISITION CO., a Delaware corporation ("BAC"), TRAILMASTER PRODUCTS, INC., a Delaware corporation ("Trailmaster"), DELTA III, INC., a Delaware corporation ("Delta"), (each of LAC, BAC, Trailmaster and Delta, an "Active Subsidiary" and, collectively, "Active Subsidiaries"), the financial institutions listed on the signature pages thereof and their respective successors and assigns (each a "Lender" and, collectively, "Lenders"); and Agent have entered into that certain Credit Agreement, dated as of February 27, 1998 (as amended to the date hereof and as it may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

(B) Borrowers and Active Subsidiaries (collectively, the "Assignors") entered into that certain Assignment for Security of Patents, Trademarks and Copyrights, dated as of February 27, 1998 (as amended to the date hereof and as it may further be amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Assignment"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Intellectual Property Assignment), pursuant to which, in order to secure the complete and timely payment and satisfaction of the Obligations in accordance with the terms thereof, each Assignor granted to Agent for the benefit of Lenders a continuing security interest in all right, title and interest in, to, and under all of its Patents, Copyrights and Trademarks of such Assignor, whether then owned or existing or thereafter acquired or arising;

(C) Holdings, Assignors, Additional Assignors, Lenders and Agent have entered into that certain Second Amendment to the Credit Agreement, dated as of the date hereof (the "Second Amendment"), pursuant to which AVS has agreed to become a Borrower and Corporate Guarantor and VHI has agreed to become a Corporate Guarantor;

(D) Additional Assignors have entered into that certain Supplement and Amendment No. 2 to Corporate Guaranty, dated as of the date hereof (the "Guaranty Supplement and Amendment") pursuant to which the Additional Assignors guaranteed the full and prompt payment and performance, when due, whether at maturity or earlier, by reason of acceleration or otherwise, and at all times thereafter, of the Obligations of Borrowers to Agent or Lenders arising under or in any way relating to the Credit Agreement or any of the other Loan Documents, and that certain Supplement to Security Agreement, dated as of the date hereof (the "Security Agreement Supplement"), pursuant to which, in order to secure the payment and performance of the Secured Obligations in accordance with the terms thereof, each Assignor granted to Agent for the benefit of Lenders a continuing security interest in and to all right, title and interest of all Collateral (including, among other things, all Intellectual Property) of such Assignor, whether then owned or existing or thereafter acquired or arising and regardless of where located;

NOW, THEREFORE, in consideration of the agreements and provisions contained herein, the parties hereto hereby agree as follows:

1. Joinder. To secure the complete and timely payment and satisfaction of the Obligations, each Additional Assignor hereby grants to Agent for the benefit of Lenders a continuing security interest in all of such Additional Assignor's right, title and interest in, to and under all of its now owned or existing and hereafter acquired or arising Patents, Copyrights and Trademarks, on the terms set forth in the Intellectual Property Assignment as if it were an original party thereto. On and after the date hereof, each reference in the Intellectual Property Assignment to "Assignor" shall also mean and be a reference to each of the Additional Assignors. Each of the Additional Assignors hereby agrees to be bound as a Assignor by all of the terms and provisions of the Intellectual Property Assignment to the same extent as each other Assignor.

In addition to, and not by way of limitation of, all other rights granted to Agent for the ratable benefit of Lenders under the Credit Agreement, the Security Agreement, this Supplement and all other Loan Documents, as collateral security for the complete payment when due of all Obligations under the Credit Agreement and the other Loan Documents, each Additional Assignor hereby sells, assigns, grants, conveys, transfers and sets over to Agent, for the use and benefit of Lenders, upon the occurrence of an Event of Default, any and all rights of such Additional Assignor under any license and any license agreement with any other party, whether such Additional Assignor is a licensor or licensee under such license agreement and the right to prepare for sale, sell and advertise for sale, all Collateral now or hereafter owned by such Additional Assignor and now or hereafter covered by such license, on the terms set forth in the Intellectual Property Assignment as if it were an original party thereto.

2. Schedules. Schedules 1, 2 and 3 to the Intellectual Property Assignment are hereby supplemented by the supplemental Schedules attached hereto. Each of the Additional

Assignors hereby certifies that such supplements are true, accurate and complete as of the date hereof.

3. Representations and Warranties. Each of the Additional Assignors hereby represents and warrants to the Lenders and the Agent that:

3.1 No Default. After giving effect to this Supplement, no Default or Event of Default shall have occurred or be continuing.

3.2 Existing Representations and Warranties. As of the date hereof and after giving effect to this Supplement, each and every one of the representations and warranties of the Assignors set forth in the Intellectual Property Assignment are true, accurate and complete in all respects and with the same effect as though made on the date hereof, and each is hereby incorporated herein in full by reference as if restated herein in its entirety, except for (i) changes in the ordinary course of business which are not prohibited by the Intellectual Property Assignment and which do not, either singly or in the aggregate, have a Material Adverse Effect and (ii) any representation or warranty limited by its terms to a specific date that is prior to the date hereof.

3.3 Authority; Enforceability. (i) The execution, delivery and performance by each Additional Assignor of this Supplement are within its organizational powers and have been duly authorized by all necessary action (corporate or otherwise) on the part of each Additional Assignor, (ii) this Supplement is the legal, valid and binding obligation of each Additional Assignor, enforceable against such Additional Assignor in accordance with its terms, and (iii) this Supplement and the execution, delivery and performance by each Additional Assignor thereof does not: (A) contravene the terms of its corporate charter or by-laws; (B) conflict with or result in any breach or contravention of, or the creation of any Lien under, any document (other than the Loan Documents) evidencing any contractual obligation to which it is a party or any order, injunction, writ or decree to which it or its property is subject; or (C) violate any requirement of law.

4. Reference to and Effect Upon the Intellectual Property Assignment. The execution, delivery and effectiveness of this Supplement shall not operate as a waiver of any right, power or remedy of the Agent or any Lender under the Intellectual Property Assignment nor constitute a waiver of any provision of the Intellectual Property Assignment. Upon the effectiveness of this Supplement, each reference in:

(i) the Intellectual Property Assignment to "this Intellectual Property Assignment", "hereunder", "hereof", "herein" or words of similar import shall mean and be a reference to the Intellectual Property Assignment as supplemented hereby;

(ii) the other Loan Documents to the "Intellectual Property Assignment" shall mean and be a reference to the Intellectual Property Assignment as supplemented hereby; and

(iii) the Loan Documents to the "Loan Documents" shall be deemed to include this Supplement.

5. Miscellaneous.

5.1 Expenses. The Loan Parties agree to pay the Agent upon demand for all reasonable expenses, including reasonable attorneys' fees and expenses of the Agent, incurred by the Agent in connection with the preparation, negotiation and execution of this Supplement.

5.2. Headings. Section headings in this Supplement are included herein for convenience of reference only and shall not constitute a part of this Supplement for any other purposes.

5.3 Law. **THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.**

5.4 Successors. This Supplement shall be binding upon the Loan Parties, the Lenders and the Agent and their respective successors and assigns (permitted assigns in the case of the Loan Parties), and shall inure to the benefit of the Loan Parties, the Lenders and the Agent and the successors and assigns (permitted assigns in the case of the Loan Parties) of the Loan Parties, Lenders and the Agent.

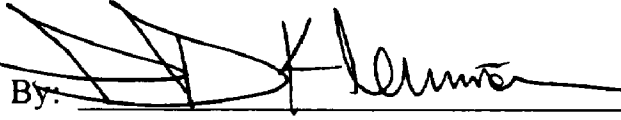
5.5 Execution in Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Signature page follows]

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

**VENTSHADE HOLDINGS, INC.
AUTO VENTSHADE COMPANY
NEW HOLDINGS, INC.**

For each of the foregoing corporations:

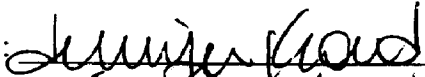
By:  _____

Name:

Title:

ACKNOWLEDGED AND ACCEPTED BY:

**HELLER FINANCIAL, INC.,
as Agent**

By:  _____

Name: Jennifer Kloud

Title: Assistant Vice President

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, GENEVA BROWNE a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that IRA D. KLEINMAN, personally known to me to be the Chairman of the Board of Directors of each of VENTSHADE HOLDINGS, INC., a Delaware corporation, AUTO VENTSHADE COMPANY, a Delaware corporation and NEW HOLDINGS, INC., a Delaware corporation, the person who executed the foregoing instrument, who being by me duly sworn, did depose and say he is the Chairman of the Board of Directors of each such corporations described in and which executed the foregoing instrument; that said instrument is signed on behalf of each such corporation by order its respective Board of Directors; and that he acknowledged said instrument to be the free act and deed of each such corporations.

GIVEN under my hand and notarial seal this 21 day of December, 1998.



Notary Public

My commission expires:

GENEVA BROWNE
Notary Public, State of New York
No. 24-4692359
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Nov. 30, 19 99

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, GENEVA BROWNE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jennifer Kloud, personally known to me to be an Asst Vice President of Heller Financial, Inc., the person who executed the foregoing instrument, who being by me duly sworn, did depose and say he is the officer of such corporation described in and which executed the foregoing instrument; that said instrument is signed on behalf of such corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of such corporation.

GIVEN under my hand and notarial seal this 21 day of December, 1998.

Geneva Browne
Notary Public

My commission expires:

GENEVA BROWNE
Notary Public, State of New York
No. 24-4692359
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Nov. 30, 19 99

**SCHEDULE 1
INTELLECTUAL PROPERTY**

Auto Ventshade Company
U.S. Patent No. 4,685,718
Device for Attaching Rain Shields to Motor Vehicle Windows

12/20/98/DVW/11130/002/MEMO/332304.1

**SCHEDULE 2
INTELLECTUAL PROPERTY
Copyrights**

None.

12/22/88/DVV/11130/002/MEMO/332304.1

SCHEDULE 3
INTELLECTUAL PROPERTY
Trademarks

12/22/98/DVW/11130/002/MEMO/332304.1

Friday, October 30, 1998 Trademark List

Client: 604329 Auto Ventshade Company

Page: 1

Trademark Name: AEROSHADE

Matter Number: 62787-076
 Status: Registered
 Application Number/Filing Date: 75-068,718
 Registration Number/Date: 2,114,676
 Renewal Date: 18-Nov-2007
 First Use Date: 18-Nov-1997

Country: United States of America
 Classes: Int'l 12
 Goods: Automotive accessories, namely lowered window covers

Attorneys: IMJ GBH
 Owner: Auto Ventshade Company
 Remarks: App mailed to PTO 3/04/96; App. filed 3/07/96; published 11/05/96; Statement of Use due 7/28/97. 7/23/97 - SUU mailed to PTO; REGISTERED



AEROVISOR

Matter Number: 62787-002
 Status: Registered
 Application Number/Filing Date: 67221
 Registration Number/Date: 401,383
 Renewal Date: 14-Aug-2007
 First Use Date: 14-Aug-1992

Country: Canada
 Goods: Land vehicle accessories namely, wind deflectors

AEROVISOR

Matter Number: 62787-003
 Status: Registered
 Application Number/Filing Date: 121,966
 Registration Number/Date: 468,699
 Renewal Date: 01-Oct-2006
 First Use Date: 01-Oct-1996

Country: Chile
 Classes: 12
 Goods: Land vehicle accessories, namely, wind deflectors

AEROVISOR

Matter Number: 62787-004
 Status: Registered
 Application Number/Filing Date: 9547271
 Registration Number/Date: 183,574
 Renewal Date: 31-Jan-2006
 First Use Date: 31-Jan-1996

Country: Colombia
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely wind deflectors

Attorneys: IMJ
 Owner: Auto Ventshade Company
 Agent: O12 Brigard & Castro

Friday, October 30, 1998

Client: 604329 Auto Ventshade Company

Page: 2

Trademark Name: AEROVISOR

Trademark Name	Attorneys	Maifer Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
AEROVISOR	JMJ	62787-005	Registered	61994 12-Oct-1995	DNP1188797 31-Jul-1997	31-Jul-2007	

Country: Ecuador Owner: Auto Ventshade Company

Classes: 12

Goods: Land vehicle accessories, namely, wind deflectors
Agent: 002 Perez, Bustamante & Perez

Remarks: REGISTERED

AEROVISOR

Country: Mexico

Classes: Int'l 12

Goods: Land vehicle accessories, namely wind deflectors
Owner: Auto Ventshade Company

503196
10-Aug-1995

Registered
219768
10-Aug-1995

Remarks: App filed 8/10/95;

AEROVISOR

Country: United States of America

Classes: Int'l 12

Goods: Land vehicle accessories, namely, wind deflectors
Owner: Auto Ventshade Company

1,645,135
21-May-1991

Registered
74-073,269
21-May-1991

Remarks: 8 & 15 Declaration accepted

AEROVISOR

Country: Venezuela

Classes: Int'l 12

Goods: Land vehicle accessories, namely wind deflectors
Owner: Auto Ventshade Company

1794795
13-Nov-1995

Pending
1794795
13-Nov-1995

Agent: 042 De Sola & Pate

Remarks: 8 & 15 Declaration accepted

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Friday, October 30, 1998 **Trademark List**

Client: 604329 Auto Ventshade Company

Page: 3

Trademark Name: **BALECOVER**
 Matter Number: 62787-079
 Status: Unfiled
 Application Number/Filing Date: _____
 Registration Number/Date: _____
 Renewal Date: _____
 First Use Date: _____

Country: United States of America
 Owner: Auto Ventshade Company
 Attorneys: GBH
 Matter Number: 62787-079
 Status: Unfiled

BIG DUDE

Country: Canada
 Owner: Auto Ventshade Company
 Attorneys: JMJ
 Matter Number: 62787-009
 Status: Abandoned
 Application Number/Filing Date: 672677

Goods:

Remarks: Abandoned

BIG DUDE

Country: United States of America
 Owner: Auto Ventshade Company
 Attorneys: JMJ
 Matter Number: 62787-008
 Status: Abandoned
 Application Number/Filing Date: 74-073,061
 Registration Number/Date: 1,643,539
 Renewal Date: 07-May-200
 First Use Date: 01-Jun-1990

Classes: Int'l 12

Goods: Land vehicle accessories, namely, wind deflectors

Remarks: Reminder sent to client re: 8&15 2/3/97;
 Client does not wish to file 8&15 affidavit

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BIG DUDE & Design

Country: Canada
 Owner: Auto Ventshade Company
 Attorneys: JMJ
 Matter Number: 62787-011
 Status: Abandoned
 Application Number/Filing Date: 672675

Goods:

Remarks: Abandoned

Trademark List

Friday, October 30, 1998

Client: 604329 Auto Ventshade Company

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Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
BIG DUDE & Design							
Country: United States of America	JMJ	62787-010	Abandoned	74-071,060	1,643,538	07-May-2000	01-Jun-1990
Classes: Int'l 12	Owner: Auto Ventshade Company				07-May-1991		
Goods: Land vehicle accessories; namely wind deflectors							
BUGFLECTOR							
Country: Canada	JMJ	62787-013	Registered	786192	461,838	23-Aug-2011	
Goods: Land vehicle accessories; namely, stone and bug deflectors	Owner: Auto Ventshade Company			27-Jun-1995	23-Aug-1996		
BUGFLECTOR							
Country: Chile	JMJ	62787-014	Registered	321967	468,701	01-Oct-2006	
Classes: 12	Owner: Auto Ventshade Company			05-Oct-1995	01-Oct-1996		
Goods: Land vehicle accessories, namely, stone and bug deflectors and shields							
BUGFLECTOR							
Country: Colombia	JMJ	62787-015	Registered	9547273	184462	27-Feb-2006	
Classes: Int'l 12	Owner: Auto Ventshade Company Agent: 012 Brigard & Castro			10-Oct-1995	27-Feb-1996		
Goods: Land vehicle accessories, namely stone and bug deflectors and shields							

Remarks: Reminder sent to client re: 8 & 15 2/3/97; client does not wish to file 8&15 affidavit

Remarks: App filed 6/27/95; published 3/20/96; Allowance dated 6/14/96

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Friday, October 30, 1998

Trademark List

Page: 5

Client: 604329 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
BUGFLECTOR							

Country: Ecuador
 Classes: 12
 Goods: Land vehicle accessories, namely, stone and bug deflectors and shields

Owner: Auto Ventshade Company
 Agent: 002 Perez, Bustamante & Perez

Remarks: REGISTERED

BUGFLECTOR

Country: Mexico
 Classes: Int'l 12
 Goods: Land vehicle accessories; namely, stone and bug deflectors and shields

Owner: Auto Ventshade Company

Remarks: App filed 8/10/95; client notified brief 8/21/98

BUGFLECTOR

Country: United States of America
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely, stone and bug deflectors and shields.

Owner: Auto Ventshade Company

Remarks: App filed 8/10/95; client notified brief 8/21/98

BUGFLECTOR

Country: Venezuela
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely stone and bug deflectors and shields

Owner: Auto Ventshade Company
 Agent: 042 De Sola & Pate

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Friday, October 30, 1998

Trademark List

Client: 604329 Auto Ventshade Company

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Trademark Name
BUGFLECTOR II

Trademark Name	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
Country: Canada	JMJ 62787-020	Registered	786193 27-Jun-1995	461,839 23-Aug-1996	23-Aug-2011	

Owner: Auto Ventshade Company
 Agent: 128 Ushijima & Associates

Goods: Land vehicle accessories, namely, stone and bug deflectors

Remarks: App filed 6/27/95; Published 3/20/96; Allowance dated 6/14/96

BUGFLECTOR II

Country: Chile	JMJ 62787-021	Registered	321,968 05-Oct-1995	468,700 01-Oct-1996	01-Oct-2006	
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Classes: 12

Owner: Auto Ventshade Company

Goods: Land vehicle accessories, namely, stone and bug deflectors and shields

BUGFLECTOR II

Country: Colombia	JMJ 62787-022	Registered	9547274 10-Oct-1995	183573 31-Jan-1996	31-Jan-2006	
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Classes: Int'l 12

Owner: Auto Ventshade Company
 Agent: 012 Brigard & Castro

Goods: Land vehicle accessories, namely stone and bug deflectors and shields

BUGFLECTOR II

Country: Ecuador	JMJ 62787-023	Registered	61989 12-Oct-1995	DNP1188297 31-Jul-1997	31-Jul-2007	
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Classes: 12

Owner: Auto Ventshade Company
 Agent: 002 Perez, Bustamante & Perez

Goods: Land vehicle accessories, namely, stone and bug deflectors and shields

Remarks: REGISTERED

Friday, October 30, 1998

Trademark List

Page: 7

Client: 604329 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
BUGFLECTOR II							

JMJ

62787-024

Registered

239770

10-Aug-1995

503198

10-Aug-1995

10-Aug-2005

Owner: Auto Ventshade Company

Goods: Land vehicle accessories; namely, stone and bug deflectors and shields
Remarks: App filed 8/10/95 ; client notified 8/21/98
brief

BUGFLECTOR II

JMJ

62787-019

Registered

74-461,619

1,858,525

18-Oct-1994

18-Oct-2004

01-Oct-1993

Owner: Auto Ventshade, Inc.

Goods: Land vehicle accessories; namely, stone and bug deflectors and shields
Remarks:

BUGFLECTOR II

JMJ GBH

62787-025

Pending

1794995

13-Nov-1995

Owner: Auto Ventshade Company

Agent: 042 De Sola & Pate
Goods: Land vehicle accessories, namely stone and bug deflectors and shields

CARFLECTOR

GBH

62787-078

Registered

572545

20-Jan-1998

20-Jan-2008

Owner: Auto Ventshade Company

Remarks: REGISTERED;

Country: Mexico

Classes: 12

Country: Venezuela

Classes: Int'l 12

Goods: Land vehicle accessories, namely stone and bug deflectors and shields

Country: Mexico

Classes: 12

Goods: Land vehicle accessories, namely stone and bug deflectors and shields

Country: Mexico

Classes: 12

Goods: Land vehicle accessories, namely stone and bug deflectors and shields

Country: Mexico

Classes: 12

Goods: Land vehicle accessories, namely stone and bug deflectors and shields

Country: Mexico

Classes: 12

Goods: Land vehicle accessories, namely stone and bug deflectors and shields

Country: Mexico

Classes: 12

Goods: Land vehicle accessories, namely stone and bug deflectors and shields

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Friday, October 30, 1998 Trademark List

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Client: 604329 Auto Ventshade Company

Trademark Name Attorneys Matter Number Status Application Number/Filing Date Registration Number/Date Renewal Date First Use Date
 CARFLECTOR

Country: United States of America Owner: Auto Ventshade Company
 Classes: 12
 Goods: Land vehicle accessories, namely, stone and bug deflectors and shields
 Remarks: App. mailed to PTO 5/12/97; filed 5/22/97; REGISTERED;

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EZ SHADE & Design

Country: Canada Owner: Auto Ventshade Company
 Remarks: Abandoned

Goods:

EZ SHADE & Design

Country: Mexico Owner: Auto Ventshade Company
 Classes: Int'l 12
 Goods: Land vehicle accessories; namely, rain deflectors for use on doors and windows of automotive vehicles
 Remarks: App filed 8/10/95; Response to official action due 10/7/98;

EZ SHADE & Design

Country: United States of America Owner: Auto Ventshade Company
 Classes: Int'l 12
 Goods: Rain deflectors for use on doors and windows of automotive vehicles
 Remarks: 8 & 15 Declaration express mailed to PTO 9/11/95

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Friday, October 30, 1998

Trademark List

Client: 604329 Auto Venetshade Company

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Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
STEPSHIELD							

Country: Canada	JMJ	62787-030	Registered	697647	TMA 418,215 15-Oct-1993	15-Oct-2008	
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Goods: Land vehicle accessories; namely, door sill protectors.

STEPSHIELD

Remarks:

Country: Chile	JMJ	62787-031	Registered	321,964	469,868	16-Oct-2006	
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Classes: 12

Owner: Auto Venetshade Company

Goods: Land vehicle accessories, namely, door sill protectors

STEPSHIELD

Country: Colombia	JMJ	62787-032	Registered	9547275	183572	31-Jan-2006	
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Classes: Int'l 12

Owner: Auto Venetshade Company

Agent: 012 Brigard & Castro

Goods: Land vehicle accessories, namely door sill protectors

STEPSHIELD

Country: Ecuador	JMJ	62787-033	Registered	61991	DNP118497	31-Jul-2007	
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Classes: 12

Owner: Auto Venetshade Company

Agent: 002 Perez, Bustamante & Perez

Goods: Land vehicle accessories, namely, door sill protectors

Remarks: REGISTERED

Friday, October 30, 1998

Trademark List

Page: 10

Client: 604329 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
STEPSHIELD							

Country: Mexico	JMJ	62787-034	Registered	239772	503199	10-Aug-2003	
Classes: Int'l 12	Owner: Auto Ventshade Company			10-Aug-1995	10-Aug-1995		
Goods: Land vehicle accessories, namely door sill protectors	Agent: 043 Olivares & Cia.						

Remarks: App filed 8/10/95 ; client notified brief 8/21/98

STEPSHIELD

Country: United States of America	JMJ	62787-029	Registered	74-231,083	1,711,548	01-Sep-2002	15-Jun-1991
Classes: Int'l 12	Owner: Auto Ventshade Co.				01-Sep-1992		
Goods: Land vehicle accessories; namely, door sill protectors.							

Remarks: 8 & 15 accepted 2/2/98; 8 & 15 accepted 7/13/98;

STEPSHIELD

Country: Venezuela	JMJ GBH	62787-015	Pending	17950/95			
Classes: Int'l 12	Owner: Auto Ventshade Company			13-Nov-1995			
Goods: Land vehicle accessories, namely door sill protectors	Agent: 042 De Soja & Pale						

Remarks: Foreign associate indicates granting fees for this mark have been paid

STEPSHIELD II

Country: Canada	JMJ	62787-037	Registered	786,194	459,147	07-Jun-2011	01-Feb-1995
Goods: Land vehicle accessories; namely, door sill protectors	Owner: Auto Ventshade Company			27-Jun-1995	07-Jun-1996		

Remarks: App filed 6/27/95 ; published for opposition 12/20/95; Notice of Allowance issued 3/15/96

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Trademark List

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Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
STEPSHIELD II							

Country: Chile
 Classes: 12
 Goods: Land vehicle accessories, namely, door sill protectors
 STEPSHIELD II

JMJ
 Owner: Auto Ventshade Company
 62787-038 Registered 321,965 469,867 16-Oct-1996 16-Oct-2006
 05-Oct-1995 16-Oct-1996

Country: Colombia
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely door sill protectors
 STEPSHIELD II

JMJ
 Owner: Auto Ventshade Company
 Agent: 012 Brigard & Castro
 62787-039 Registered 947,276 183,571 31-Jan-1996 31-Jan-2006
 10-Oct-1995 31-Jan-1996

Country: Ecuador
 Classes: 12
 Goods: Land vehicle accessories, namely, door sill protectors
 STEPSHIELD II

JMJ
 Owner: Auto Ventshade Company
 Agent: 002 Perez, Bustamante & Perez
 62787-040 Registered 61990 DNP188397 31-Jul-2007
 12-Oct-1995 31-Jul-1997
 Remarks: REGISTERED

Country: Mexico
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely door sill protectors

JMJ
 Owner: Auto Ventshade Company
 Agent: 043 Olivares & Cia.
 62787-041 Registered 239773 503200 10-Aug-1995 10-Aug-2005
 10-Aug-1995 10-Aug-1995
 Remarks: App filed 8/10/95 ; client reminded brief 8/21/98

Friday, October 30, 1998

Trademark List

Client: 604329 Auto Ventshade Company

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Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
STEPSHIELD II	JMJ GBH	62787-036	Registered	74-695,773 03-Jul-1995	1,982,514 25-Jun-1996	25-Jun-2006	01-Oct-1994

Country: United States of America Owner: Auto Ventshade Company

Classes: Int'l 12

Goods: Land vehicle accessories; namely, door sill protectors

STEPSHIELD II

Country: Venezuela

Owner: Auto Ventshade Company

Classes: Int'l 12

Agent: 042 De Sola & Pate

Goods: Land vehicle accessories; namely door sill protectors

SUNFLECTOR

Country: Canada

Owner: Auto Ventshade Company

Goods: Land vehicle accessories; namely, rear window sun deflectors for use on pickup trucks

SUNFLECTOR

Country: Chile

Owner: Auto Ventshade Company

Classes: 12

Goods: Rear window sun deflectors for use on pickup trucks

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Trademark List

Pages: 13

Client: 6MJ29 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
SUNFLECTOR							

Country: Colombia
 Classes: Int'l 12
 Goods: Rear window sun deflectors for use on pickup trucks

Owner: Auto Ventshade Company
 Agent: 012 Brigard & Castro

Matter Number: 62787-046
 Status: Registered
 Application Number/Filing Date: 9547277
 10-Oct-1995
 Registration Number/Date: 183570
 31-Jan-1996
 Renewal Date: 31-Jan-2006

Remarks: Deadline to oppose SUNTRACK 10/2/98;

SUNFLECTOR

Country: Ecuador
 Classes: 12
 Goods: Rear window sun deflectors for use on pickup trucks

Owner: Auto Ventshade Company
 Agent: 002 Perez, Bustamante & Perez

Matter Number: 62787-047
 Status: Registered
 Application Number/Filing Date: 61992
 12-Oct-1995
 Registration Number/Date: DNP1188597
 31-Jul-1997
 Renewal Date: 31-Jul-2007

Remarks: REGISTERED

SUNFLECTOR

Country: Mexico
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely, rear window sun deflectors for use on pickup trucks

Owner: Auto Ventshade Company
 Agent: 043 Olivares & Cia.

Matter Number: 62787-048
 Status: Registered
 Application Number/Filing Date: 239774
 10-Aug-1995
 Registration Number/Date: 503201
 10-Aug-1995
 Renewal Date: 10-Aug-2005

Remarks: App filed 8/10/95 client notified brief 8/21/98

SUNFLECTOR

Country: United States of America
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely, rear window sun deflector for use on pickup trucks

Owner: Auto Ventshade Company

Matter Number: 62787-043
 Status: Pending
 Application Number/Filing Date: 74-638,451
 27-Feb-1995

Remarks: App mailed to PTO 2/21/95; filed 2/27/95; office action mailed 3/19/96, response due 9/19/96

15-Oct-1994



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Trademark List

Client: 604329 Auto Ventshade Company

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Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
SUNFLECTOR	JMJ GBH	62787-049	Pending	17952/95 13-Nov-1995			

Country: Venezuela

Owner: Auto Ventshade Company

Classes: Int'l 12

Agent: 042 De Sola & Pale

Goods: Rear window sun deflectors for use on pickup trucks

TAIL SHADES

Country: United States of America

Owner: Auto Ventshade Company

Classes: Int'l 12

Goods: Automotive accessories, namely, a cover for rear lights

Remarks: App mailed to PTO 2/22/96; App filed 2/26/96; office action mailed 8/13/96; response mailed to PTO 11/14/96; Response to Final Office Action due 8/13/97; Response to OA mailed to PTO 5/2/97; Notified client of Acceptance of Amendment to Allege Use 6/3/97

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THE EXTERMINATOR

Country: United States of America

Owner: Auto Ventshade Company

JMJ GBH 62787-050

Withdrawn

Friday, October 30, 1998

Trademark List

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Client: 604329 Auto Venishade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
VENTSHADE	JMJ	62787-052	Registered	472557	272,335	03-Sep-2012	

Country: Canada
 Owner: Auto Venishade Company
 03-Sep-1982

Goods: Shades and visors for doors and windows of automotive vehicles

Remarks: Notified foreign associate on 6/24/97 to proceed with renewal; mailed notice to renew to Chris Hale 7/3/97. Per assoc.'s letter, request for renewal was mailed to Registrar 8/25/97; RENEWED.

VENTSHADE

Country: Chile	JMJ	62787-053	Registered	311,970	469,865	16-Oct-2006	
Classes: 12				03-Oct-1995	16-Oct-1996		

Goods: Shades for doors and windows of automotive vehicles

VENTSHADE

Country: Colombia	JMJ	62787-054	Registered	9547278	183,569	31-Jan-2006	
Classes: Int'l 12				10-Oct-1995	31-Jan-1996		

Owner: Auto Venishade Company
 Agent: 012 Brigard & Castro

Goods: Shades for doors and windows of automotive vehicles

VENTSHADE

Country: Ecuador	JMJ	62787-055	Registered	61993	DNP1188697	31-Jul-2007	
Classes: 12				12-Oct-1995	31-Jul-1997		

Owner: Auto Venishade Company
 Agent: 002 Perez, Bustamante & Perez

Goods: Shades for doors and windows of automotive vehicles

Remarks: REGISTERED

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Trademark List

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Client: 604329 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
VENTSHADE							

Country: Georgia	JMJ	62787-056	Registered		T-14647	10-May-200	21-Oct-1948
Classes: A-50	Owner: Auto Ventshade Company				10-May-1995		

Goods: Deflectors for doors and windows of automobiles and trucks

VENTSHADE

Remarks:

Country: Mexico	JMJ	62787-057	Registered	239775	503202	10-Aug-2005	
Classes: Int'l 12	Owner: Auto Ventshade Company			10-Aug-1995	10-Aug-1995		

Goods: Land vehicle accessories; namely, shades for doors and windows of automotive vehicles

VENTSHADE

Remarks: App filed 8/10/95 ; client notified brief 8/21/98

Country: United States of America	JMJ	62787-051	Registered	73-294,835	1,190,621	23-Feb-2002	21-Oct-1948
Classes: Int'l 12	Owner: Auto Ventshade Company				23-Feb-1982		

Goods: Shades for doors and windows of automotive windows

VENTSHADE

Remarks:

Country: Venezuela	JMJ GBH	62787-058	Pending	17953195			
Classes: Int'l 12	Owner: Auto Ventshade Company			13-Nov-1995			

Goods: Shades for doors and windows of automotive vehicles

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Trademark Name

VENTSHADE & Design

Matter Number Status Application Number/Filing Date Registration Number/Date Renewal Date First Use Date

Country: United States of America JMJ 62787-059 Registered 71-592,297 569,872 03-Feb-2003 21-Oct-1988

Classes: Int'l 12

Owner: Auto Ventshade Company

03-Feb-1953

Goods: Shades for doors and windows of automotive vehicles.

Remarks:

VENTVISOR

Country: Canada

JMJ 62787-061

Registered

637340

371,364

27-Jul-2005

Owner: Auto Ventshade Company

27-Jul-1990

Goods: Shades and visors for doors and windows of automotive vehicles

Remarks:

VENTVISOR

Country: Chile

JMJ 62787-062

Registered

311,971

469,864

16-Oct-2006

Owner: Auto Ventshade Company

16-Oct-1995

Classes: 12

Agent: 001

Goods: Shades and visors for doors and windows of automotive vehicles

VENTVISOR

Country: Colombia

JMJ 62787-063

Registered

9547279

183568

31-Jan-2006

Owner: Auto Ventshade Company

31-Jan-1996

Classes: Int'l 12

Agent: 012 Brigard & Castro

Goods: Shades and visors for doors and windows of automotive vehicles

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Client: 604329 Auto Venishade Company

Trademark Name

VENTVISOR

Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
62787-064	Registered	61985	DNP1187897	31-Jul-2007	
		12-Oct-1995	31-Jul-1997		

Country: Ecuador JMJ. 62787-064 Registered 61985 DNP1187897 31-Jul-2007

Classes: 12 Owner: Auto Venishade Company

Agent: 002 Perez, Bustamante & Perez

Goods: Shades and visors for doors and windows of automotive vehicles

Remarks: REGISTERED

VENTVISOR

Country: Georgia

JMJ GBH 62787-065 Registered

T14,662 10-May-200

Classes: Int'l 12

Owner: Auto Venishade Company

Goods: Deflectors for doors and windows of automobiles and trucks

Remarks: Original Certificate sent to client by Secretary of State

VENTVISOR

Country: Mexico

JMJ 62787-066 Registered

503203 10-Aug-2005

Classes: Int'l 12

Owner: Auto Venishade Company

Agent: 043 Olivares & Cia.

Goods: Land vehicle accessories, namely, shades and visors for doors and windows of automotive vehicles

Remarks: App filed 8/10/95

VENTVISOR

Country: United States of America

JMJ 62787-060 Registered

1,121,806 10-Jul-1999 10-Mar-1978

Classes: Int'l 12

Owner: Auto Venishade Company

Goods: Shades and visors for doors and windows of automotive vehicles

Remarks:

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1,121,806 10-Jul-1999 10-Mar-1978

10-Jul-1979

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Client: 604329 Auto Venishade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
VENTVISOR							
Country: Venezuela	JMJ GBH	62787-067	Pending	17954/95			
Classes: Int'l 12	Owner: Auto Venishade Company						
Goods: Shades and visors for doors and windows of automotive vehicles	Agent: 042 De Sola & Pate						
					461,840	23-Aug-2011 01-Jul-1991	

Country: Canada

Owner: Auto Venishade Company

Agent: 042 De Sola & Pate

Goods: Land vehicle accessories, namely, sunroof wind deflectors

WINDFLECTOR

Country: Chile

Owner: Auto Venishade Company

Agent: 001

Goods: Land vehicle accessories, namely, sunroof wind deflectors

WINDFLECTOR

Country: Colombia

Owner: Auto Venishade Company

Agent: 012 Brigard & Castro

Goods: Land vehicle accessories, namely, sunroof wind deflectors

WINDFLECTOR

Country: Colombia

Owner: Auto Venishade Company

Agent: 012 Brigard & Castro

Goods: Land vehicle accessories, namely, sunroof wind deflectors

WINDFLECTOR

Country: Colombia

Owner: Auto Venishade Company

Agent: 012 Brigard & Castro

Goods: Land vehicle accessories, namely, sunroof wind deflectors

WINDFLECTOR

Country: Colombia

Owner: Auto Venishade Company

Agent: 012 Brigard & Castro

Goods: Land vehicle accessories, namely, sunroof wind deflectors

WINDFLECTOR

Country: Colombia

Remarks: App filed 6/27/95; published 3/20/96; Allowance dated 6/14/96

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Client: 604329 Auto Venishade Company

Trademark Name Attorneys Matter Number Status Application Number/Filing Date Registration Number/Date Renewal Date First Use Date

WINDFLECTOR

JMJ GBH 62787-072 Registered 61986 DNP1187997 31-Jul-2007

Country: Ecuador Owner: Auto Venishade Company

Classes: 12 Agent: 002 Perez, Bustamante & Perez

Goods: Land vehicle accessories, namely, sunroof wind deflectors

Remarks: REGISTERED

WINDFLECTOR

JMJ GBH 62787-073 Registered 239777 503204 10-Aug-2005

Country: Mexico Owner: Auto Venishade Company

Classes: Int'l 12 Agent: 043 Olivares & Cia.

Goods: Land vehicle accessories, namely, sunroof wind deflectors

WINDFLECTOR

JMJ 62787-068 Registered 74-130,016 1,703,109 28-Jul-2002 18-Dec-1990

Country: United States of America Owner: Auto Venishade Company

Classes: Int'l 12

Goods: Land vehicles accessories; namely, sunroof wind deflectors.

Remarks:

WINDFLECTOR

JMJ GBH 62787-074 Pending 1795995 13-Nov-1995

Country: Venezuela Owner: Auto Venishade Company

Classes: Int'l 12 Agent: 042 De Sola & Pate

Goods: Land vehicle accessories, namely, sunroof wind deflectors

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WINSTON & STRAWN

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January 21, 1999

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington D.C. 20231
Attn: Patent Assignment Department

Re: Heller Financial, Inc./Lund

Dear Commissioner:

Enclosed is a Supplement to Assignment for Security of Patents, Trademarks and Copyrights together with a check in the amount of \$40.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

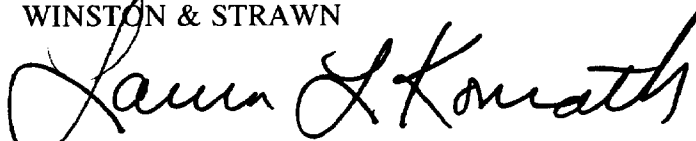
Please file the enclosed with the Patent Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK/nak
Enclosures

RECORDED: 02/01/1999

PATENT
REEL: 9731 FRAME: 0979