

03-27-2003

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Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼



102401773

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):

AUTOTRON ACCESSORIES, INC.

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

3. Nature of conveyance:

☐

Assignment

☐

Merger

☒

Security Agreement

☐

Change of Name

☐

Other _____

02/28/2003

Execution Date: _____

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC CAPITAL CORPORATION,
AS ADMINISTRATIVE AGENT

Internal Address: 12th FLOOR

Street Address: 335 MADISON AVENUE

City: New York State: NY Zip: 10017

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

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) 4,627,657

Additional numbers attached? ☒ Yes ☐ No

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

Name: _____

Internal Address: _____

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street A _____

City: _____ State: _____ Zip: _____

6. Total number of applications and patents involved: 30

7. Total fee (37 CFR 3.41).....\$ 1,200.00

☒

Enclosed

☐

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Penelope Johnson

Name of Person Signing

Signature

03/17/2003

Date

Total number of pages including cover sheet, attachments, and documents: 9

03/28/2003 6T0N11 00000044 4627657

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1200.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 013868 FRAME: 0891

Recordation Form Cover Sheet – Patents
Page 2

Item 4B – Patent Registration Nos. (Continued):

D395,630	5,452,933
5,522,634	D362,422
D397,980	D420,633
D361,973	D361,974
D342,476	5,234,247
D353,794	D335,854
5,320,461	5,249,836
5,338,088	5,435,617
5,769,439	5,823,553
D395,267	D404,920
6,041,878	6,070,891
D397,656	5,664,871
5,823,601	D389,110
D307,569	5,308,134
4,236,592	

PATENT SECURITY AGREEMENT

PATENT SECURITY AGREEMENT, dated as of February 28, 2003, by **AUTOTRON ACCESSORIES, INC.**, a Delaware corporation ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Administrative Agent for the Agents and Lenders ("Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Administrative Agent, Grantor, Lund International Holdings, Inc., a Delaware corporation, Belmor Products, Inc., a Delaware corporation ("Belmor"), Lund International, Inc., a Delaware corporation ("Lund"), Deflecta-Shield Accessories, Inc., a Delaware corporation ("Deflecta-Shield"; Grantor, Belmor, Lund and Deflecta-Shield are referred to herein collectively as the "Borrowers"), BNP Paribas, as Co-Agent (Co-Agent and Administrative Agent are referred to herein each individually as a "Agent" and collectively as the "Agents") and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to, and to incur Letter of Credit Obligations on behalf of, Borrowers; and

WHEREAS, Agents and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Borrowers shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Agents and Lenders, that certain Borrower Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Agents and Lenders, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself, Agents and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

(a) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Patent License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself, Agents and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOTRON ACCESSORIES, INC.,
a Delaware corporation

By: 

Name: Dennis W. Vollmershausen

Title: President - CEO

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOTRON ACCESSORIES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:
GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: R. Cascade
Name: Ryan Cascade
Title: Duly Authorized Signatory

SCHEDULE I
to
PATENT SECURITY AGREEMENT
PATENT REGISTRATIONS

U.S. Patent Registrations

#	Holder	Patent	Serial # / Reg. #	Reg. Date
79	Autotron Accessories, Inc.	Truck Deflector Shield	4,627,657	12/09/86
1/102	Autotron Accessories, Inc.	Integrated Running Board and Mud Flap	D 395,630	06/30/98
2/103	Autotron Accessories, Inc.	Visor Accessory w/Sun Shield Insert	5,452,933	09/26/95
3/104	Autotron Accessories, Inc.	Visor Accessory w/Sun Shield Insert	5,522,634	06/04/96
4/105	Autotron Accessories, Inc.	Automotive Windshield Visor w/ Sunshield Insert	D 362,422	09/19/95
5/106	Autotron Accessories, Inc.	Running Board	D 397,980	09/08/98
6/107	Autotron Accessories, Inc.	Molded Winterfront	D 420,633	02/15/00
7/108	Autotron Accessories, Inc.	Low Profile Running Boards for Vans	D 361,973	09/05/95
8/109	Autotron Accessories, Inc.	Combined Board and Step for Double Dab Pickup Trucks	D 361,974	09/05/95
9/110	Autotron Accessories, Inc.	Vehicle Running Board	D 342,476	12/21/93
11/112	Autotron Accessories, Inc.	Quick Release Deflector Shield	5,234,247	08/10/93
12/113	Autotron Accessories, Inc.	Bug and Gravel Shield for Over the Road Trucks	D 353,794	12/27/94
13/114	Autotron Accessories, Inc.	Front Deflector Shield	D 335,854	05/25/93
14/115	Autotron Accessories, Inc.	Fastener for Air Current Deflector Shield	5,320,461	06/14/94
15/116	Autotron Accessories, Inc.	Rear Air Deflector Shield	5,249,836	10/05/93
16/117	Autotron Accessories, Inc.	Rear Air Deflector Shield	5,338,088	08/16/94
17/118	Autotron Accessories, Inc.	Rear Air Deflector Shield	5,435,617	07/25/95
18/119	Autotron Accessories, Inc.	Universal Running Board Accessory, Preferably with Fender Attachment	5,769,439	06/23/98
19/120	Autotron Accessories, Inc.	Universal Running Board Accessory, Preferably with Fender Attachment	5,823,553	10/20/98

#	Holder	Patent	Serial # / Reg. #	Reg. Date
20/121	Autotron Accessories, Inc.	Universal Running Board Accessory	D 395,267	06/16/98
21/122	Autotron Accessories, Inc.	Tool Box Lid	D 404,920	02/02/99
22/123	Autotron Accessories, Inc.	Molded Winterfront	6,041,878	03/28/00
23/124	Autotron Accessories, Inc.	Rack Extension for Rack and Pinion Steering System	6,070,891	06/06/00
24/125	Autotron Accessories, Inc.	Vehicle Visor	D 397,656	09/01/98
25/126	Autotron Accessories, Inc.	Visor with Recessed Mounting Caps on Trailing Edge	5,664,871	09/09/97
26/127	Autotron Accessories, Inc.	Plastic Bed Rail Cover with Integrated Fastening System	5,823,601	10/20/98
27/128	Autotron Accessories, Inc.	Pickup Cab Spoiler	D 389,110	01/13/98
28/129	Autotron Accessories, Inc.	Ziegler- Deflector Shield For Motor Vehicles	D 307,569	05/01/90
	Autotron Accessories, Inc.	Heavy Truck Bag and Gravel Shield	5308134	05/03/94
	Autotron Accessories, Inc.	Protective Structure for Vehicles	4236592	12/02/80

Foreign Patent Registrations

#	Holder	Patent	Country	Serial # / Reg. #	Reg. Date
29/130	Autotron Accessories, Inc.	Molded Winterfront	Canada	86780	05/28/99
30/131	Autotron Accessories, Inc.	Low Profile Running Boards for Vans	Canada	76149	04/13/95
31/132	Autotron Accessories, Inc.	Combined Board and Step for Double Dab Pickup Trucks	Canada	74973	10/13/94
32/133	Autotron Accessories, Inc.	Bug and Gravel Shield for Over the Road Trucks	Canada	74079	03/24/94
33/134	Autotron Accessories, Inc.	Front Deflector Shield	Canada	72967	08/05/93
34/135	Autotron Accessories, Inc.	Heavy Truck Bag and Gravel Shield	Canada	2104561	10/29/96
35/136	Autotron Accessories, Inc.	Molded Winterfront	Canada	2,252,269	05/28/02

U.S. Patent Applications

- None

Foreign Patent Applications

- None

Patent Licenses

- None