

05-19-1998

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

MAY 4 1998



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To the Honorable Commissioner of Patent

1. Name of conveying party(ies):
Trailmaster Products, Inc.

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Heller Financial, Inc., As Agent
Internal Address: _____
Street Address: 500 West Monroe
City: Chicago State: IL ZIP: 60661

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: February 27, 1998

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
05/14/1998 DCDATES 00000110 1711541
01 FC:481 40.00 OP
02 FC:482 75.00 OP
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
1,711,541
1,660,726
1,564,337
1,441,144
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

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 4

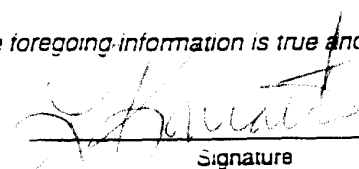
7. Total fee (37 CFR 3.41).....\$ 115.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
N/A

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

DO NOT USE THIS SPACE

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  4/17/98
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document:

0216.

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

THIS ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Assignment") is made as of the 27th day of February, 1998 by and among:

LUND INDUSTRIES, INCORPORATED, a Minnesota corporation, LUND ACQUISITION CORP., a Minnesota corporation, DEFLECTA-SHIELD CORPORATION, a Delaware corporation, BELMOR AUTOTRON CORP., a Delaware corporation, DFM CORP., an Iowa corporation, BAC ACQUISITION CO., a Delaware corporation, TRAILMASTER PRODUCTS, INC., a Delaware corporation, DELTA III, INC., a Delaware corporation, (each an "Assignor" and, collectively, "Assignors"), and

HELLER FINANCIAL, INC., a Delaware corporation, as Agent for the benefit of the Lenders defined below (in such capacity, "Agent").

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date herewith among Assignors, certain affiliates of Assignors, Agent and certain financial institutions from time to time party thereto (collectively, "Lenders") (as the same may hereafter be amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), Lenders have agreed to make certain loans and extend certain other financial accommodations to certain Assignors; and

WHEREAS, certain Assignors and certain affiliates of Assignors and Agent are parties to that certain Security Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement");

WHEREAS, the pursuant to the Security Agreement, Assignors have granted to Agent, for the benefit of Lenders, a continuing security interest in all the assets of Assignors, including, without limitation, all right, title and interest of each Assignor in, to and under all now owned and hereafter acquired Intellectual Property (as defined in the Security Agreement) together with all proceeds thereof;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Assignor jointly and severally agrees as follows:

Section 1. Incorporation of Credit Agreement and Security Agreement Definitions.
The Credit Agreement and Security Agreement and the provisions of each of them are hereby incorporated herein in their entirety by this reference thereto. Capitalized terms used but not defined herein shall have the respective meanings given thereto in the Security Agreement.

Section 2. Assignment for Security.

(a) To secure the complete and timely payment and satisfaction of the Obligations, each Assignor hereby grants to Agent for the benefit of Lenders a continuing security interest in all of such Assignor's right, title and interest in, to and under all of its now owned or existing and hereafter acquired or arising:

(i) patents, patent applications and patent licenses, including, without limitation, the inventions and improvements described and claimed therein, all patentable inventions and those patents, patent applications and patent licenses listed on Schedule 1 attached hereto and made a part hereof and the reissues, divisions, continuations, renewals, extensions and continuations-in-part of any of the foregoing, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world and all goodwill associated with and symbolized by any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Patents**");

(ii) copyrights, rights and interests in copyrights, works protectable by copyrights, copyright registrations copyright applications and copyright licenses, including, without limitation, the copyright registrations, applications and licenses listed on Schedule 2 attached hereto and made a part hereof and all renewals of any of the foregoing, all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world and all goodwill associated with and symbolized by any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "**Copyrights**"); and

(iii) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, all applications and licenses in connection therewith, including, without limitation, the trademarks, applications and licenses listed on Schedule 3 attached hereto and made a part hereof and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing

including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing and all rights corresponding to any of the foregoing throughout the world and all goodwill associated with and symbolized by any of the foregoing (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademarks").

(b) 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 Assignment 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 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 Assignor under any license and any license agreement with any other party, whether such 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 Assignor and now or hereafter covered by such license and agrees that it will not take any unreasonable action, or permit any unreasonable action to be taken by others subject to its control, including licensees, or fail to take any reasonable action, which could affect the validity or enforcement of the rights transferred to Agent under this Assignment which rights are material to the conduct of such Assignor's business. Each Assignor hereby covenants that it will promptly notify Agent if any Patent, Copyright or Trademark shall at any time hereafter become subject to such license agreement and that it will promptly provide Agent with full identification thereof and with such further documentation as Agent may reasonably request to accomplish or assure the accomplishment of the purpose of this subsection.

Section 3. Licenses. Each Assignor hereby agrees that the use by Agent, on behalf of Lenders, of all Patents, Copyrights and Trademarks as described above shall be worldwide, to the extent possessed by Assignors, and is granted free of charge, without requirement that any monetary payment whatsoever (including, without limitation, any royalty, license fee or other related charges) be made to Assignor or any other Person by Agent or any Lender (except that if Agent shall receive proceeds from the disposition of any such property, such proceeds shall be applied to the Obligations). The term of the assignments and grant of security interest granted herein shall extend until the earlier of: (x) expiration of each of the respective Patents, Copyrights and Trademarks assigned hereunder, or (y) the Obligations have been finally paid in full in cash and the Credit Agreement and the commitments to make loans and issue Lender Letters of Credit or Risk Participation Agreements thereunder terminated.

Section 4. Reports of Applications. The Patents, Copyrights and Trademarks constitute all of the federally registered patents, copyrights and trademarks, and applications therefor now owned by each Assignor. Each Assignor shall provide Agent on a quarterly basis with a list of all new federally registered patents, copyrights and trademarks and federal applications for letters patent, copyright registrations and trademark registrations and licences, if any, which new patents, copyrights, trademarks, licenses and applications shall be subject to the terms and conditions of the Security Agreement and this Assignment.

Section 5. Effect on Security Agreement; Cumulative Remedies. Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of Agent under the Security Agreement but rather is intended to supplement and facilitate the exercise of such rights and remedies. All of the rights and remedies of Agent with respect to the Patents, Copyrights and Trademarks, whether established hereby, by the Security Agreement, by any other agreements, or by law, shall be cumulative and may be exercised singularly or concurrently. Notwithstanding any provision herein contained to the contrary, Agent shall not have the right to use and enforce the Patents, Copyrights and Trademarks unless and until the occurrence of an Event of Default, and until the occurrence of an Event of Default Assignor shall have all of such rights.

Section 6. Binding Effect; Benefits. This Assignment shall be binding upon each Assignor and its respective successors and assigns, and shall inure to the benefit of Agent for the benefit of Lenders and its successors and assigns whether by voluntary conveyance, operation of law, assignment, transfer, foreclosure, deed in lieu of foreclosure or otherwise.

Section 7. Applicable Law; Severability. **THIS ASSIGNMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH ALL OF THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE AS ADOPTED IN NEW YORK AND BY THE OTHER INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES, EXCEPT FOR THE PERFECTION AND ENDORSEMENT OF SECURITY INTERESTS AND LIENS IN OTHER JURISDICTIONS, WHICH SHALL BE GOVERNED BY THE LAWS OF THOSE JURISDICTIONS OR, AS APPLICABLE, BY THE LAWS OF THE UNITED STATES OF AMERICA. WHENEVER POSSIBLE, EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.**

Section 8. Consent to Jurisdiction. **EACH ASSIGNOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO LENDER'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE CREDIT AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. EACH ASSIGNOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. EACH ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON SUCH ASSIGNOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT**

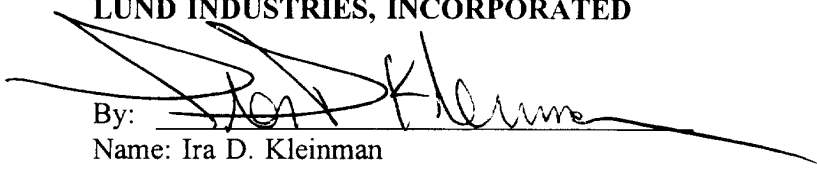
REQUESTED, ADDRESSED TO SUCH ASSIGNOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETED WITHIN TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

Section 9. Jury Trial Waiver. EACH ASSIGNOR AND AGENT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT AND THE LOAN DOCUMENTS. EACH ASSIGNOR AND AGENT ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO A BUSINESS RELATIONSHIP, THAT EACH HAS RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT AND THE LOAN DOCUMENTS AND THAT EACH WILL CONTINUE TO RELY ON THIS WAIVER IN THEIR RELATED FUTURE DEALINGS. EACH ASSIGNOR AND AGENT HEREBY WARRANT AND REPRESENT THAT EACH HAS HAD THE OPPORTUNITY OF REVIEWING THIS JURY WAIVER WITH LEGAL COUNSEL, AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.

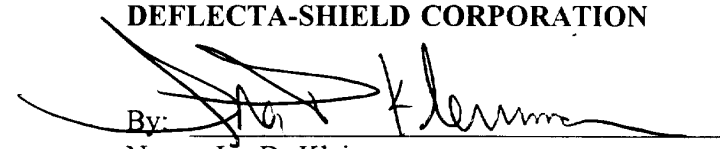
[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

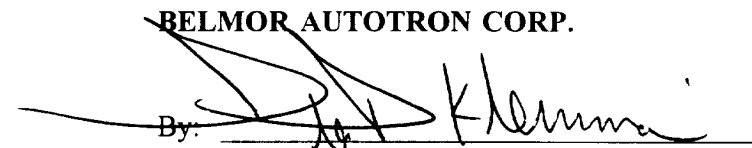
LUND INDUSTRIES, INCORPORATED

By: 
Name: Ira D. Kleinman
Title: Chairman of the Board of Directors

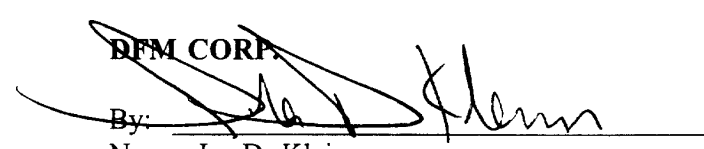
DEFLECTA-SHIELD CORPORATION

By: 
Name: Ira D. Kleinman
Title: Chairman of the Board of Directors

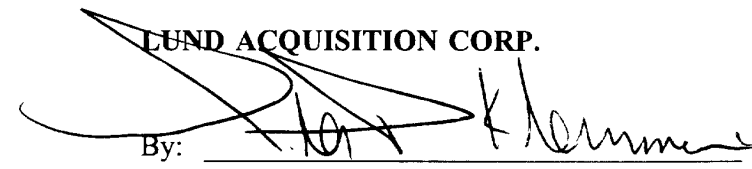
BELMOR AUTOTRON CORP.

By: 
Name: Ira D. Kleinman
Title: Chairman of the Board of Directors

DFM CORP.

By: 
Name: Ira D. Kleinman
Title: Chairman of the Board of Directors

LUND ACQUISITION CORP.

By: 
Name: Ira D. Kleinman
Title: Chairman of the Board of Directors

[Signatures Continued on the Following Page]
[Signature Page to Assignment for Security of Patents, Trademarks and Copyrights]

BAC ACQUISITION CO.

By: 

Name: Ira D. Kleinman

Title: Chairman of the Board of Directors

TRAILMASTER PRODUCTS, INC.

By: 

Name: Ira D. Kleinman

Title: Chairman of the Board of Directors

DELTA III, INC.

By: 

Name: Ira D. Kleinman

Title: Chairman of the Board of Directors

Address for each of the foregoing corporations:
911 Lund Boulevard
Anoka, Minnesota 55303

HELLER FINANCIAL, INC., as Agent

By: 

Name: Daniel J. Marszalek

Title: Senior Vice President

Address: 500 West Monroe Street
Chicago, Illinois 60661


[Signature Page to Assignment for Security of Patents, Trademarks and Copyrights]

TRADEMARK
REEL: 1727 FRAME: 0229

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

I, SANTA A. BONSIGNORE, 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 DEFLECTA-SHIELD CORPORATION, a Delaware corporation, LUND INDUSTRIES, INCORPORATED, a Minnesota corporation, BELMOR AUTOTRON CORP., a Delaware corporation, DFM CORP., an Iowa corporation, LUND ACQUISITION CORP., a Minnesota corporation, BAC ACQUISITION CO., a Delaware corporation, TRAILMASTER PRODUCTS, INC., a Delaware corporation, and DELTA III, 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 21st day of February, 1998.



Notary Public

My commission expires:

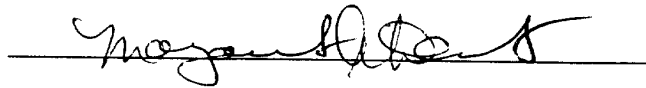
August 31, 1999

SANTA A. BONSIGNORE
Notary Public, State of New York
No. 60-01804688105
Qualified in Westchester County
Commission Expires August 31, 1999

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

I, Margaret A. DeSanto, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel J. Marszalek, personally known to me to be a Senior 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 23rd day of February, 1998.



MARGARET A. DeSANTO
Notary Public, State of New York
No. 01DE4648963
Qualified in Richmond County
Certificate filed in New York County
Commission Expires Dec. 31, 1999

**SCHEDULE 1
INTELLECTUAL PROPERTY**

Lund Industries, Incorporated

- **Design Patents (U.S. and Foreign)**

Design Patent-United States	Patent Number	Issue Date
Windshield Visor for Trucks	288309	2/17/87
Windshield Visor for Trucks	273672	5/1/84
Air Spoiler for Pickup Trucks	286143	10/14/86
Windshield Visor for Trucks	288310	2/17/87
Rearcab Air Spoiler for Pickup Trucks	305017	12/12/89
Visor for Pickup Trucks	312238	11/20/90
Windshield Visor for Trucks	251295	8/11/87
Air Spoiler for Trucks	308041	5/22/90
Cab Fairing for Trucks	316391	4/23/91
Combined Vehicle Hood Shield and Windshield Deflector	328274	7/28/92
Combined Vehicle Hood Shield and Windshield Deflector	329630	9/22/92
Combined Vehicle Hood Shield and Windshield Deflector	355399	2/14/95
Side Window Cover for Vehicle	375068	10/29/96
Bumper Facade for Vehicles	382237	8/12/97
Combined Vehicle Visor with Flush Mounted Vehicle Lights	330,003	10/06/92
Windshield Visor for Trucks	291,295	8/3/87

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Design Patent-Canada	Patent Number	Issue Date
Visor for Pickup Trucks	64701	11/7/89
Cab Fairing for Trucks	64646	10/27/89
Combined Vehicle Hood Shield and Windshield Deflector	66840	9/13/90
Defender Hood Protector	66123	5/22/90
Combined Vehicle Visor with Flush Mounted Lights	67469	11/13/90
Combined Vehicle Hood Shield and Windshield Deflector	67429	11/6/90
Combined Vehicle Hood Shield and Windshield Deflector	75914	3/19/95

02/26/98/BLG/11130/002/SCHEDULE/196720.2

Design Patent-Canada	Patent Number	Issue Date
Side Window Cover for Vehicle	76555	6/8/95
Bumper Facade for Vehicles	79325	10/25/96
Windshield Visor for Motor Vehicles	80877	5/23/97

- **Utility Patents (U.S. and Foreign)**

Utility Patent-United States	Patent Number	Issue Date
Cab Fairing	5,018,779	5/28/91
Windshield Visor for Trucks having Cab Roof Lights	4,966,404	10/30/90
Airflow Deflector Apparatus	4929013	5/29/90
Windshield Visor for Trucks	5108142	4/28/92
Combined Vehicle Visor With Flush Mounted Lights	5,130,906	10/06/92
Vehicle Shield Device	5,112,095	5/12/92
Flush Mounted Visor Light	5,130,906	7/14/92
Winter Front for the Grill of a Motor Vehicle	RE 34907	11/26/89
Lens for Front End Panel of Automotive Vehicle	4,556,931	12/3/85

Utility Patent-Canada	Patent Number	Issue Date
Cab Fairing	2001248	2/7/95
Winter Front for the Grill of a Motor Vehicle	1262252	10/10/89
Flush Mounted Visor Light	2,028,169	4/6/92

- **Trademarks (U.S. & Foreign)**

Trademarks-United States	Reg. Number	Issue Date
LUND "Chunky" Style	1,542,431	6/6/89
LUND SunVisor	1,379,094	1/21/86
MOONVISOR	1,653,602	8/13/91
COLD FRONT	1,581,394	2/6/90
BIG BUGGER	1,359,104	9/10/85
FASTBACK	1,452,054	8/11/87
AIRFORCE	1,417,397	11/18/96

Trademarks-Canada	Reg. Number	Issue Date
LUND "Chunky" Style	TMA377,210	12/14/90
LUND	TMA481,045	8/20/97
SunVisor	TMA374,453	10/19/90
MOONVISOR	TMA391,732	12/13/91
COLD FRONT	TMA370,603	7/13/90

02/26/98/BLG/11130/002/SCHEDULE/196720.2

Trademarks-Canada	Reg. Number	Issue Date
BIG BUGGER	TMA270,036	6/11/82
LITTLE BUGGER	TMA290,530	5/4/84
WINDSHIELD VISOR DESIGN "Shape" Mark Leading Edge	780762	10/17/97

- **Licenses**

License of the right to manufacture tonneau covers under Design Automotive Group, Inc.'s United States Utility Patent No. 5,472,256, for the life of the patent.

- **Pending Patent Applications**

Pending Patents-United States	Serial Number
Windshield Visor for Motor Vehicles	
Windshield Visor for Motor Vehicles	
Pickup Truck Cab Extending Tonneau Cover	
Pickup Truck Cab Extending Tonneau Cover	
Pickup Truck Tailgate	
Lateral Swing Tailgate for Pickup Trucks and Method of Replacing Pickup Truck Tailgate	
Bumper Facade for Vehicles	
Apparatus for Covering a Vehicle Cargo Area	
Tonneau Cover; Methods of Installation and Use of Tonneau Cover and Truck Including a Tonneau Cover	
System for Covering the Bed and Box of a Pick-Up Truck, Wagon or Trailer	
Vehicle Shield Device	

Pending Patents-Canada	Serial Number
Pickup Truck Cab Extending Tonneau Cover	
Pickup Truck Cab Extending Tonneau Cover	
Pickup Truck Tailgate	

Pending Patents-Patent Cooperation Treaty	Serial Number
Windshield Visor for Motor Vehicles	
Bumper Facade for Vehicles	

- **Pending Trademark Applications**

Pending Trademarks-US	Serial Number
LUND	

Pending Trademarks-European Community	Serial Number
LUND	

Pending Trademarks-Brazil	Serial Number
LUND	

- **COPYRIGHTS**

COPYRIGHTS							
	PHYS.	CLNA	DCRE.	DPUB.	DREG.	MISC	Serial Number
Truck Accessories	8 p.	acLund Industries, Inc.	1988	7/26/88	8/16/88	C.O. corres.	TX-2-430-004

Lund Acquisition Corp.

- **Utility Patents (U.S. & Foreign)**

Utility Patent-United States	Patent Number	Issue Date
Pickup Bed Tonneau Cover Mounting	4,730,866	3/15/88
Pickup Bed Tonneau Cover Mounting	4,838,602	6/13/89

Utility Patent-Canada	Patent Number	Issue Date
Canadian-Pickup Bed Tonneau Cover Mounting	1,308,145	9/29/92

- **Design Patents**

None

- **Trademarks**

Common Law Trademark "LUXXUS"

- **Licenses**

None

Deflecta-Shield Corporation

- **Design Patents (U.S. and Foreign)**

Design Patent-United States	Patent Number	Issue Date
Sun Visor	303,948	10/10/89

Design Patent-Foreign	Patent Number	Issue Date
Pick-up Vehicle Rear Window Louvre Unit	88-12,507 Australia	9/1/88
Vehicle Air Current Deflector Shield	82-86,484 Australia	9/1/83

- **Utility Patents (U.S. and Foreign)**

Utility Patent-United States	Patent Number	Issue Date
Motor Vehicle Spoiler	4,846,522	7/11/89
Stove Pipe Heat Reclaimer	4,509,588	4/9/85
Vehicle Air Current Deflector Shield	4,153,129	

Utility Patent-Foreign	Patent Number	Issue Date
Vehicle Air Current Deflector Shield	1,191,175 Canada	7/30/85

- **Alleged Infringement**

Alleged common law trademark infringement claim whereby Fink Industries, Inc. claims that Deflecta-Shield Corporation use of the SPORTVISOR mark infringe's on Fink's common law rights in the SPORTVISOR mark, which is not registered.

Belmor Autotron Corporation

- **Trademark Applications**

Trademarks-United States	Serial Number	Issue Date
Mustache Shield		
Aero Mask		

- **Pending Trademark Application**

Pending Trademarks-US	Serial Number
Thermofront	

DFM Corp.

- **Design Patents (U.S. and Foreign)**

Design Patent-United States	Patent Number	Issue Date
Automotive Windshield Visor with Sunshield Insert	362,422	9/19/95
Combined Board and Step for Double Cab Pickup Trucks	361,974	9/5/95
Low Profile Running Boards for Vans	361,973	9/5/95
Deflector Shield for Motor Vehicles (break in chain of title)	307,569	
Bug and Gravel Shield for Over the Road Trucks	353,794	12/27/94
Front Deflector Shield	335,854	5/25/93
Pickup Cab Spoiler (break in chain of title, DEM Corporation)	389,110	
Vehicle Running Board (Beckett Enterprises Ltd., break in chain of title)	342,476	12/21/93

Design Patent-Canada	Patent Number	Issue Date
Low Profile Running Boards for Vans	76149	4/13/95
Combined Board and Step for Double DAB Pickup Trucks	74973	10/13/94
Bug and Gravel Shield For Over the Road Trucks	74079	3/24/94
Front Deflector Screen	72976	8/5/93

- **Utility Patents (U.S. and Foreign)**

Utility Patent-United States	Patent Number	Issue Date
Visor with Recessed Mounting Caps on Tailing Edge	5,664,871	9/9/97
Visor Accessory with Sun Shield and Running Lights	5,522,634	6/4/96
Visor Accessory with Sun Shield Insert	5,452,933	9/26/95
Rear Air Deflector Shield for Cargo Style Door Vehicle	5,338,088	8/16/94
Rear Air Deflector Shield for Cargo Style Door Vehicle	5,435,617	7/25/95
Fastener for Air Current Deflector Shields	5,320,461	6/14/94
Heavy Truck Bug and Gravel Shields	5,308,134	5/3/94
Rear Air Deflector for Motor Vehicles	5,249,836	10/5/93
Quick Release Deflector Shield	5,234,247	8/10/93

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Insect Screen Attachment Appts. for Vehicles	4,836,598	6/06/89
Single/Multiple Row Product Display System	4,775,054	10/04/88
Truck Deflector Shield	4,627,657	12/9/86
Radiator Grille Cover with Adjustable Center Openings	4,750,549	6/14/88
Deflector Shield and Guard Assembly for Motor Vehicles	4,842,319	6/27/89

Utility Patent-Foreign	Patent Number	Issue Date
Windshield Visor with Sunshade Insert	2,148,738 Canada	2/3/96
Bug and Gravel Shield	2,104,561 Canada	10/29/96
Adjustably Mounted Air Current Deflector Shield for Use on Vehicle	2,074,227 Canada	7/29/93
Motor Vehicle Air Current Deflector Shield	2,052,875 Canada	3/10/92
Adjustably Mounted Air Current Deflector Shield	2,074,227 Canada	3/10/92

- **Trademarks (U.S. & Foreign)**

Trademarks-United States	Reg. Number	Issue Date
JUTANHAK SENSITIVE [RED CRANE] AND DESIGN	1,737,889	12/8/92
AT2000	1,664,045	11/12/91
AERO-TRIM	1,468,961	12/15/87
SPORT SHIELD	1/407,621	9/2/86
SUNCAP	1,259,360	11/29/83
MERA	1,213,233	10/19/82
MERA	1,213,232	10/19/82
TAIL-GATOR AND DESIGN	1,218,315	11/30/82
VISION VISOR	1,994,432	8/20/96
ULTIMA [THE ULTIMATE]	1,984,495	7/2/96
MAGNUM	2,051,089	4/8/97
SPORT STEPS	2,019,503	11/26/96
SPORT BOARDS	1,881,406	2/28/95
DEBUG-SHIELD	1,212,349	10/12/82
DEFLECTA-SHIELD	752,829	7/16/63
MUSTACHE SHIELD	1,494,135	6/28/88
CRUISER LITES	1,857,248	10/4/94
MIRAGE	R1737589	12/01/92
AERO MASK	R1502107	8/30/88

Trademarks-Foreign	Reg. Number	Issue Date
DEFLECTA-SHIELD	554,969 Benelux	8/25/94
DEFLECTA-SHIELD	94,533,523 France	8/22/94
DEFLECTA-SHIELD	2,906,886 Germany	5/24/95
DEBUG SHIELD	285,666 Canada	12/9/83
SIDE WINGERS	290,421 Canada	4/21/84
DEFLECTA-SHIELD	273,017 Canada	10/22/82

- **Pending Trademark Applications (U.S. & Foreign)**

Trademarks-United States	Serial Number
YOU BOUGHT THE TRUCK! NOW BUY THE ACCESSORIES!	
OUTBACK	
SPORTRAIL	

- **Pending Patent Applications (U.S. & Foreign)**

Patents - United States	Serial Number
Integrated Running Board and Mud Flap	
Improved Bumper Attachment Design for Vehicle Accessories	
Universal Running Board Accessory, Preferably with Fender Attachment	
Universal Running Board Accessory	
Improved Air Current Deflector Shield	
Front Deflector Shield (Deflecta Shield Pinnacle)	
Air Current Deflector Shield	
Adjustably Mounted Air Current Deflector Shield	
Tool Box Lid	
Molded Winterfront	
Rack Extension for Rack and Pinion Steering System	
Vehicle Visor	
Plastic Bed Rail Cover with Integrated Fastening System	
No-Drill Fastening System for Bug and Gravel Shields	
Running Board	

- **Alleged Infringement**

Dee Zee, Inc. alleges DFM Corp.'s "Outback" Running Board is substantially the same as the Dee Zee, Inc. U.S. Design Patent No. 336,629

BAC Acquisition Co.

- **Utility Patents (U.S. & Foreign)**

Utility Patent-United States	Patent Number	Issue Date
Slotted Panel Assembly (Fibernetics)	4,258,662	3/31/81

Utility Patent-Foreign	Patent Number	Issue Date
Watering Feed for Animals (Fibernetics) break in chain of title	1,154,640 Canada	10/4/83
Outdoor Animal Watering Unit (Fibernetics) break in chain of title	1,143,229 Canada	3/22/83

Trailmaster Products, Inc.

- **Utility Patents (U.S. and Foreign)**

Utility Patent-United States	Patent Number	Issue Date
Threaded Removable End Mount System for Shock Absorbers (break in chain of title)	4,962,834	10/16/90

- **Trademarks (U.S. & Foreign)**

Trademarks-United States	Reg. Number	Issue Date
INVADER SK	1,711,541	9/1/92
TRAILMASTER	1,660,726	10/15/91
INVADER	1,564,337	11/7/89
4-WAY	1,441,144	6/2/87

- **Pending Trademark Application**

Pending Trademarks-US	Serial Number
TRAILMASTER SSV SPEED SMART VALVING AND DESIGN	

Delta III, Inc.

Trademarks-United States	Reg. Number	Issue Date
Highbean	1,821,319	2/15/94

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SCHEDULE 2

COPYRIGHT REGISTRATIONS

<u>Registration No.</u>	<u>Date</u>
See Attached	

COPYRIGHT APPLICATIONS

<u>Copyright Description</u>	<u>Copyright Application No.</u>	<u>Date Applied</u>
None		

COPYRIGHT LICENSES

None

SCHEDULE 2
Claimant Search - LUND INDUSTRIES INC.

We have conducted a search of the files of the Copyright Office in connection with **Lund Industries Inc.**

Our search of the registration/renewal files of the Copyright Office revealed the following:

TX-2-430-004

TITL: Truck accessories.

PHYS: 8 p.

CLNA: acLund Industries, Inc.

DCRE: 1988 DPUB: 26Jul88 DREG: 16Aug88

MISC: C.O. corres.

Our search of the assignment files of the Copyright Office revealed no documents in connection with **Lund Industries Inc.**

Our search of the in-process applications and documents file of the Copyright Office fails to reveal any information in connection with **Lund Industries Inc.**