

03-27-2003

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

102401771

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.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/28/2003

2. Name and address of receiving party(ies)

Name: GENERAL ELECTRIC CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT

Street Address: 335 MADISON AVENUE, 12TH FLOOR

City: NEW YORK State: NY Zip: 10017

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

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

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 1,502,107;

1,468,961; 1,212,349; 752,829

Additional number(s) 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 Ad:

City: State: Zip:

6. Total number of applications and registrations involved:

19

7. Total fee (37 CFR 3.41) \$ 490.00

- 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

Penelope Johnson Signature

03/17/2003 Date

Total number of pages including cover sheet, attachments, and document: 8

03/28/2003 BTOM11 00000041 1502107

01 FC:8521 02 FC:8522

40.00 OP 450.00 OP

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002700 FRAME: 0525

Item 4B - Trademark Registration Nos. (Continued):

2,051,089
1,737,589
1,494,135
1,407,621
2,019,503
2,421,626
2,228,036
2,325,302
1,259,360
2,277,886
1,218,315
1,984,495
1,994,432
1,213,232
1,213,233

TRADEMARK SECURITY AGREEMENT

TRADEMARK 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"), Deflecta-Shield Accessories, Inc., a Delaware corporation ("Deflecta-Shield"), Lund International, Inc., a Delaware corporation ("Lund"; Grantor, Belmor, Deflecta-Shield and Lund 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 Trademark 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 TRADEMARK 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 "Trademark Collateral"):

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

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

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

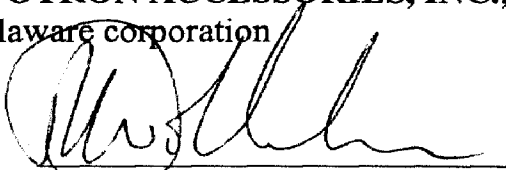
(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark 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 Trademark 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 Trademark 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: _____

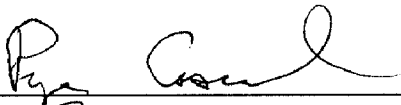
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

AUTOTRON ACCESSORIES, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL
CORPORATION**, as Administrative Agent

By: 
Name: Ryan Cascade
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

U.S. Trademark Registrations

#	Holder	Trademark	Serial # /Reg. #	Reg. Date
1/137	Autotron Accessories, Inc.	Aero Mask	1,502,107	08/30/88
2/138	Autotron Accessories, Inc.	Aero-Trim	1,468,961	12/15/87
3/139	Autotron Accessories, Inc.	Debug-Shield & Design	1,212,349	10/12/82
4/140	Autotron Accessories, Inc.	Deflecta-Shield	752,829	07/16/63
5/141	Autotron Accessories, Inc.	Magnum	2,051,089	04/08/97
6/142	Autotron Accessories, Inc.	Mirage	1,737,589	12/02/92
7/143	Autotron Accessories, Inc.	Mustache Shield	1,494,135	06/28/88
8/144	Autotron Accessories, Inc.	Sport Shield	1,407,621	09/02/86
9/145	Autotron Accessories, Inc.	Sport Steps	2,019,503	11/26/96
10/146	Autotron Accessories, Inc.	Sportrails	2,421,626	01/16/01
11/147	Autotron Accessories, Inc.	Sportvent	2,228,036	03/02/99
12/148	Autotron Accessories, Inc.	Stinger	2,325,302	03/07/00
13/149	Autotron Accessories, Inc.	Suncap	1,259,360	11/29/83
14/150	Autotron Accessories, Inc.	Tailgator	2,277,886	09/14/99
15/151	Autotron Accessories, Inc.	Tailgator & Design	1,218,315	11/30/82
16/152	Autotron Accessories, Inc.	Ultima	1,984,495	07/02/96
17/153	Autotron Accessories, Inc.	Vision Visor	1,994,432	08/20/96
	Autotron Accessories, Inc.	MERA	1213232	10/19/82
	Autotron Accessories, Inc.	MERA	1213233	10/19/82

Foreign Trademark Registrations

#	Holder	Trademark	Country	Serial # /Reg. #	Reg. Date
1/154	Autotron Accessories, Inc.	Deflecta-Shield	Benelux	554969	04/03/95
2/155	Autotron Accessories, Inc.	Deflecta-Shield	Brazil	818908238	08/11/98
3/156	Autotron Accessories, Inc.	Deflecta-Shield	France	94533523	01/27/95
4/157	Autotron Accessories, Inc.	Deflecta-Shield	Germany	2906886	08/31/95
5/158	Autotron Accessories, Inc.	Deflecta-Shield	Spain	1919444	04/05/95

U.S. Trademark Applications

- None

Foreign Trademark Applications

#	Holder	Trademark	Country	Serial # /Reg. #	Reg. Date
1/159	Autotron Accessories, Inc.	Delta III	Philippines	T51401PH0/ 4-98-09351	Pending
2/160	Autotron Accessories, Inc.	TailGator (word mark)	Japan	T51222JPO/ 01-98123	Pending

Trademark Licenses

- None