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

REI 7



102405757

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): LUND INTERNATIONAL, 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) 75/556,790

B. Trademark Registration No.(s) 2,114,676;

Additional number(s) attached Yes No

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

Name: IAN

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

Street Add. 04/02/2003 6TON11 00000018 75556790

01 FC:8521 40.00 OP 02 FC:8522 900.00 OP

City: State: Zip

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 3.41) \$ 940.00

- 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 Penelope Johnson

03/17/2003 Date

Total number of pages including cover sheet, attachments, and document: 10

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

TRADEMARK REEL: 002702 FRAME: 0587

Item 4A - Trademark Application Nos. (Continued):

76/305,750
78/183,797
76/444,898
78/180,542
76/213,166
78/180,538
76/302,317

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

1,645,135	1,840,455
1,858,525	2,169,476
1,555,696	1,711,548
1,982,514	2,100,494
1,190,621	569,872
1,121,806	1,703,109
2,418,368	2,439,023
1,417,397	1,359,104
1,581,394	2,486,010
2,172,381	1,518,563
1,452,054	2,073,272
1,542,431	2,553,224
1,379,094	1,653,602
2,551,012	2,486,009

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2003, by **LUND INTERNATIONAL, 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"), Autotron Accessories, Inc., a Delaware corporation ("Autotron"), Deflecta-Shield Accessories, Inc., a Delaware corporation ("Deflecta-Shield"; Grantor, Belmor, Autotron 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 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

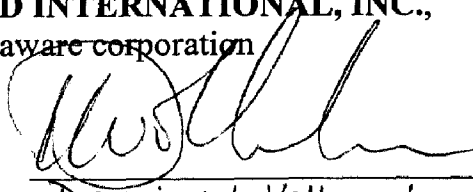
(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any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

LUND INTERNATIONAL, 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.

LUND INTERNATIONAL, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

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

By: Ryan Cascade
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
1/5	Lund International, Inc.	Aeroshade	2,114,676	11/18/97
2/6	Lund International, Inc.	Aerovisor	1,645,135	05/21/91
3/7	Lund International, Inc.	Bugflector	1,840,455	06/21/94
4/8	Lund International, Inc.	Bugflector II	1,858,525	10/18/94
5/9	Lund International, Inc.	Carflector	2,169,476	06/30/98
6/11	Lund International, Inc.	Ez Shade & Design	1,555,696	09/12/89
7/13	Lund International, Inc.	Stepshield	1,711,548	09/01/92
8/14	Lund International, Inc.	Stepshield II	1,982,514	06/25/96
9/16	Lund International, Inc.	Tail Shades	2,100,494	09/23/97
10/17	Lund International, Inc.	Ventshade	1,190,621	02/23/82
11/18	Lund International, Inc.	Ventshade & Design	569,872	02/03/53
12/19	Lund International, Inc.	Ventvisor	1,121,806	07/10/79
13/20	Lund International, Inc.	Windflector	1,703,109	07/28/92
14/91	Lund International, Inc.	Autotron	2418368	01/02/01
15/93	Lund International, Inc.	Trailback	2,439,023	03/27/01
16/222	Lund International, Inc.	Airforce	1417397	11/18/86
17/223	Lund International, Inc.	Big Bugger & Design	1359104	09/10/85
18/224	Lund International, Inc.	Cold Front	1581394	02/06/90
19/225	Lund International, Inc.	Contender	2,486,010	09/04/01
20/226	Lund International, Inc.	Design Mark (Hawk Silhouette)	2172381	07/14/98
21/227	Lund International, Inc.	Design Mark (Lip)	1518563 Supplemental Register	12/27/88
22/229	Lund International, Inc.	Fastback	1452054	08/11/87
23/230	Lund International, Inc.	Lund	2073272	06/24/97
24/231	Lund International, Inc.	Lund & Design	1542431	06/06/89
25/232	Lund International, Inc.	Lund International (Class 12)	2,553,224	03/26/02
26/236	Lund International, Inc.	Lund Sunvisor & Design	1379094	01/21/86
27/237	Lund International, Inc.	Moonvisor	1653602	08/13/91
28/238	Lund International, Inc.	Runners	2,551,012	03/19/02
29/239	Lund International, Inc.	Trident	2,486,009	09/04/01

Foreign Trademark Registrations

#	Holder	Trademark	Country	Serial # / Reg. #	Reg. Date
1/21	Lund International, Inc.	Aerovisor	Canada	401383	08/14/92
2/22	Lund International, Inc.	Aerovisor	Chile	468699	10/01/96
3/23	Lund International, Inc.	Aerovisor	Colombia	183574	01/31/96
4/24	Lund International, Inc.	Aerovisor	Ecuador	DNPI1188797	07/31/97
5/25	Lund International, Inc.	Aerovisor	Mexico	503196	08/10/95
6/26	Lund International, Inc.	Aerovisor	Venezuela	195.208-P	03/07/97
7/27	Lund International, Inc.	Bugflector	Canada	461838	08/23/96
8/28	Lund International, Inc.	Bugflector	Chile	468701	10/01/96
9/29	Lund International, Inc.	Bugflector	Colombia	184462	02/27/96
10/30	Lund International, Inc.	Bugflector	Ecuador	DNPI188097	07/31/97
11/31	Lund International, Inc.	Bugflector	Mexico	503197	08/10/95
12/32	Lund International, Inc.	Bugflector	Venezuela	195.209-P	03/07/97
13/33	Lund International, Inc.	Bugflector II	Canada	461839	08/23/96
14/34	Lund International, Inc.	Bugflector II	Chile	468700	10/01/96
15/35	Lund International, Inc.	Bugflector II	Colombia	183573	01/31/96
16/36	Lund International, Inc.	Bugflector II	Ecuador	DNPI188297	07/31/97
17/37	Lund International, Inc.	Bugflector II	Mexico	503198	08/10/95
18/38	Lund International, Inc.	Bugflector II	Venezuela	195.210-P	03/07/97
19/39	Lund International, Inc.	Carflector	Mexico	572545	01/20/98
20/40	Lund International, Inc.	Ez Shade & Design	Mexico	509350	08/10/95
21/41	Lund International, Inc.	Stepshield	Canada	418215	10/15/93
22/42	Lund International, Inc.	Stepshield	Chile	469868	10/16/96
23/43	Lund International, Inc.	Stepshield	Colombia	183572	01/31/96
24/44	Lund International, Inc.	Stepshield	Ecuador	DNPI188497	07/31/97
25/45	Lund International, Inc.	Stepshield	Mexico	503199	08/10/95
26/46	Lund International, Inc.	Stepshield	Venezuela	197.262-P	05/09/97
27/47	Lund International, Inc.	Stepshield II	Canada	459147	06/07/96
28/48	Lund International, Inc.	Stepshield II	Chile	469867	10/16/96
29/49	Lund International, Inc.	Stepshield II	Colombia	183571	01/31/96
30/50	Lund International, Inc.	Stepshield II	Ecuador	DNPI188397	08/10/95
31/51	Lund International, Inc.	Stepshield II	Mexico	503200	08/10/95
32/52	Lund International, Inc.	Stepshield II	Venezuela	195.211-P	03/07/97
33/53	Lund International, Inc.	Sunflector	Canada	474237	04/07/97
34/54	Lund International, Inc.	Sunflector	Chile	469866	10/16/96
35/55	Lund International, Inc.	Sunflector	Colombia	183570	01/31/96

#	Holder	Trademark	Country	Serial # / Reg. #	Reg. Date
36/56	Lund International, Inc.	Sunflector	Ecuador	DNPI188597	07/31/97
37/57	Lund International, Inc.	Sunflector	Mexico	503201	08/10/95
38/58	Lund International, Inc.	Sunflector	Venezuela	195.212-P	03/07/97
39/59	Lund International, Inc.	Ventshade	Canada	272335	09/03/82
40/60	Lund International, Inc.	Ventshade	Chile	469865	10/16/96
41/61	Lund International, Inc.	Ventshade	Colombia	183569	01/31/96
42/62	Lund International, Inc.	Ventshade	Ecuador	DNPI188697	07/31/97
43/63	Lund International, Inc.	Ventshade	Georgia (State)	T14647	05/10/95
44/64	Lund International, Inc.	Ventshade	Mexico	503202	08/10/95
45/65	Lund International, Inc.	Ventshade	Venezuela	195.213-P	03/07/97
46/66	Lund International, Inc.	Ventvisor	Canada	371364	07/27/90
47/67	Lund International, Inc.	Ventvisor	Chile	469864	10/16/96
48/68	Lund International, Inc.	Ventvisor	Colombia	183568	01/31/96
49/69	Lund International, Inc.	Ventvisor	Ecuador	DNPI187897	07/31/97
50/70	Lund International, Inc.	Ventvisor	Georgia (State)	T14662	05/10/95
51/71	Lund International, Inc.	Ventvisor	Mexico	503203	08/10/95
52/72	Lund International, Inc.	Ventvisor	Venezuela	195.214-P	03/07/97
53/73	Lund International, Inc.	Windflector	Canada	461840	08/23/96
54/74	Lund International, Inc.	Windflector	Chile	469863	10/16/96
55/75	Lund International, Inc.	Windflector	Colombia	184461	02/27/96
56/76	Lund International, Inc.	Windflector	Ecuador	DNPI187997	07/31/97
57/77	Lund International, Inc.	Windflector	Mexico	503204	08/10/95
58/78	Lund International, Inc.	Windflector	Venezuela	195.215-P	03/07/97
59/94	Lund International, Inc.	Debug- Shield and Design	Canada	285666	12/09/83
60/95	Lund International, Inc.	Deflecta- Shield	Canada	273017	10/22/82
61/96	Lund International, Inc.	Side Wingers	Canada	290421	04/27/84
62/240	Lund International, Inc.	Airforce	Canada	362605	11/03/89
63/241	Lund International, Inc.	Cold Front	Canada	370603	07/13/90
64/242	Lund International, Inc.	Design Mark (Lip)	Canada	489827	02/12/98
65/243	Lund International, Inc.	Fastback	Canada	362269	11/03/89
66/244	Lund International, Inc.	Lund	Brazil	81922541	12/22/98
67/245	Lund International, Inc.	Lund	Canada	481045	08/20/97
68/246	Lund International, Inc.	Lund	Euro. Comm.	253120	12/22/98
69/247	Lund International, Inc.	Lund & Design	Canada	377210	12/14/90

#	Holder	Trademark	Country	Serial # / Reg. #	Reg. Date
70/250	Lund International, Inc.	Lund Sunvisor & Design	Canada	374453	10/19/90
71/251	Lund International, Inc.	Moonvisor	Canada	391732	12/13/91

U.S. Trademark Applications

#	Holder	Trademark	Serial # / Reg. #	Reg. Date
1/10	Lund International, Inc.	Design Mark (Orthogonal Pattern)	75/556790	Pending
2/12	Lund International, Inc.	Performance Fit	76/305750	Pending
3/15	Lund International, Inc.	Sunflector	78/183797	Pending
4/92	Lund International, Inc.	Tough Trunk	76/444898	Pending
5/228	Lund International, Inc.	Design Mark (Logo Symbol)	78/180542	Pending
6/233	Lund International, Inc.	Lund International & Design	76/213166	Pending
7/234	Lund International, Inc.	Lund International & Design	78/180538	Pending
8/235	Lund International, Inc.	Lund International (Class 42)	76/302317	Pending

Foreign Trademark Applications

#	Holder	Trademark	Country	Serial # / Reg. #	Reg. Date
1/248	Lund International, Inc.	Lund International	Canada	1136943	Pending
2/249	Lund International, Inc.	Lund International & Design	Canada	114027	Pending
3/252	Lund International, Inc.	LUND	Venezuela	6922	Pending
4/253	Lund International, Inc.	LUND & Design	Venezuela	6920	Pending

Trademark Licenses

- None.