

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Lund, Inc.		11/30/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	General Electric Capital Corporation, as Administrative Agent
<b>Street Address:</b>	500 West Monroe Street, Suite 1700
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 68**

Property Type	Number	Word Mark
Registration Number:	2114676	AEROSHADE
Registration Number:	1645135	AEROVISOR
Registration Number:	3177659	AUTO VENTSHADE
Registration Number:	2418368	AUTOTRON
Registration Number:	1840455	BUGFLECTOR
Registration Number:	1858525	BUGFLECTOR II
Registration Number:	2169476	CARFLECTOR
Registration Number:	2482027	CARGO-LOGIC
Registration Number:	2336306	CATCH-ALL
Registration Number:	1581394	COLD FRONT
Registration Number:	2486010	CONTENDER
Registration Number:	1518563	
Registration Number:	1555696	EZ SHADE
Registration Number:	1452054	FASTBACK

**OP \$1715.00 2114676**

Registration Number:	3261548	GET THE LOOK
Registration Number:	1542431	LUND
Registration Number:	2073272	LUND
Registration Number:	2929330	LUND EZ BRACKET
Registration Number:	2867223	LUND INTERNATIONAL
Registration Number:	2553224	LUND INTERNATIONAL
Registration Number:	2772166	LUND INTERNATIONAL
Registration Number:	3163316	LUND INTERNATIONAL
Registration Number:	1379094	LUND SUNVISOR
Registration Number:	3142792	
Registration Number:	3209500	LYNX WING
Registration Number:	2172381	
Registration Number:	1653602	MOONVISOR
Registration Number:	3189781	PANTHERWING
Registration Number:	2722352	PERFORMANCE FIT
Registration Number:	2851736	PRÖJEKTORZ
Registration Number:	3074061	RADSTEP
Registration Number:	2551012	RUNNERS
Registration Number:	3171945	SABERWING
Registration Number:	1711548	STEPSHIELD
Registration Number:	1982514	STEPSHIELD II
Registration Number:	2761967	SUNFLECTOR
Registration Number:	2100494	TAIL SHADES
Registration Number:	2831021	TAIL SHADES
Registration Number:	3189780	TIGERWING
Registration Number:	2439023	TRAILBACK
Registration Number:	2889882	TRAILBACK
Registration Number:	2901118	TRENZ
Registration Number:	3147050	TRENZ
Registration Number:	2486009	TRIDENT
Registration Number:	3230303	TURBO VENTS
Registration Number:	1190621	VENTSHADE
Registration Number:	0569872	VENTSHADE
Registration Number:	1121806	VENTVISOR
Registration Number:	3146043	WHAT VEHICLES CRAVE

Registration Number:	1703109	WINDFLECTOR
Registration Number:	2977419	WINDFLOW BLADE
Registration Number:	2588332	XTREME CATCH-ALL
Registration Number:	2609615	XYNET
Serial Number:	78520195	CHROMELECTOR
Serial Number:	78944493	CHROME VENTVISOR
Serial Number:	78480100	DEALERS-EDGE
Serial Number:	78180542	
Serial Number:	76444898	TOUGH TRUNK
Serial Number:	76646438	TRICRYLIC
Serial Number:	78316343	TUBULAR FASTBACK
Serial Number:	75733211	WEATHERFLECTOR
Registration Number:	1468961	AERO-TRIM
Registration Number:	0752829	DEFLECTA-SHIELD
Registration Number:	2051089	MAGNUM
Registration Number:	1218315	TAIL-GATOR
Registration Number:	2517414	ULTIMA
Registration Number:	2722357	DURALOADER
Registration Number:	2730254	TAIL-LOADER

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-993-2698  
Email: magdalini.rizakos@lw.com  
Correspondent Name: Magdalini Rizakos c/o Latham & Watkins  
Address Line 1: 233 S. Wacker Drive, Suite 5800  
Address Line 4: Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Magdalini Rizakos
Signature:	/mr/
Date:	01/25/2008

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2007, is made by LUND, INC. ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Administrative Agent for the Lenders ("Administrative Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Administrative Agent, Lund International Holding Company, a Delaware corporation, Lund, Inc. ("Lund"), Belmor Products, Inc. ("Belmor"; Lund and Belmor are referred to herein collectively as the "Borrowers") 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, Administrative Agent 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 the Secured Parties, 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 the Secured Parties, this Trademark Security Agreement;

WHEREAS, Grantor has acquired the Trademark Collateral (defined below) subject to the existing Liens granted under that certain Borrower Security Agreement and related Trademark Security Agreement, each dated as of February 28, 2003 among Administrative Agent and the Sellers, which Liens shall continue to encumber such Collateral purchased by Grantor and shall secure the Obligations (but not the Retained Lund Loan Obligations) under the terms of the Security Agreement, this Trademark Security Agreement and the Credit 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 and Secured Parties, a Lien on and 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 Trademarks Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, dilution, misappropriation, violation or other impairment of any Trademarks or any Trademarks licensed under any Trademarks License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this [Patent][Copyright][Trademark] Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself and Secured Parties, 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.

4. GRANTOR REMAINS LIABLE. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

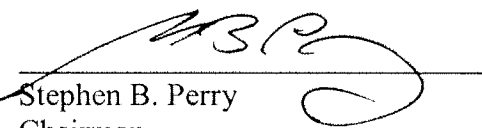
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

6. GOVERNING LAW. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[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, INC.,**  
a Delaware corporation

By:   
Name: Stephen B. Perry  
Title: Chairman

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

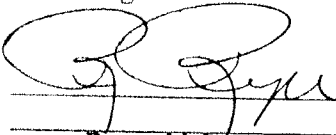
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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, INC.,**  
a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title: President and CEO

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

By:   
Name: \_\_\_\_\_  
Title: **Renee M. Rempe**  
**Senior Vice President**

[Signature Page to Trademark Security Agreement- Lund]

**TRADEMARK**  
**REEL: 003704 FRAME: 0062**



## Intellectual Property

### LUND, INC. TRADEMARKS:

#### US Trademark Registrations:

Trademark	Reg./Serial No.	Reg. Date	Country
AEROSHADE	2,114,676	11/18/1997	USA
AEROVISOR	1645135	5/21/1991	USA
AUTO VENTSHADE	3177659	11/28/2006	USA
AUTOTRON	2,418,368	1/2/2001	USA
BUGFLECTOR	1,840,455	6/21/1994	USA
BUGFLECTOR II	1,858,525	10/18/1994	USA
CARFLECTOR	2,169,476	6/30/1998	USA
CARGO-LOGIC	2,482,027	8/28/2001	USA
CATCH-ALL	2,336,306	3/28/2000	USA
COLD FRONT	1,581,394	2/6/1990	USA
CONTENDER	2,486,010	9/4/2001	USA
DESIGN MARK (LIP)	1,518,563	12/27/1988	USA
EZ SHADE & DESIGN	1,555,696	9/12/1989	USA
FASTBACK	1,452,054	8/11/1987	USA
GET THE LOOK	3,261,548	7/10/2007	USA
LUND	1,542,431	6/6/1989	USA
LUND	2,073,272	6/24/1997	USA
LUND EZ BRACKET	2,929,330	3/1/2005	USA
LUND INTERNATIONAL	2,867,223	7/27/2004	USA
LUND INTERNATIONAL	2,553,224	3/26/2002	USA
LUND INTERNATIONAL (AND DESIGN)	2,772,166	10/7/2003	USA
LUND INTERNATIONAL LOGO	3163316	10/24/2006	USA
LUND SUNVISOR & DESIGN	1,379,094	1/21/1986	USA
LUND 'SWOOSH' SYMBOL	3142792	9/21/2006	USA
LYNXWING	3209500	2/13/2007	USA
MISCELLANEOUS DESIGN	3,142,792	9/12/2006	USA
MISCELLANEOUS DESIGN (HAWK SILHOUETTE)	2,172,381	7/14/1998	USA
MOONVISOR	1,653,602	8/13/1991	USA
PANTHERWING	3,189,781	2/26/2006	USA
PERFORMANCE FIT	2,722,352	6/3/2003	USA
PROJECTORZ	2,851,736	6/8/2004	USA
RADSTEP	3,074,061	3/28/2006	USA
RUNNERS	2,551,012	3/19/2002	USA
SABERWING	3,171,945	1/14/2006	USA
STEPSHIELD	1,711,548	9/1/1992	USA
STEPSHIELD II	1,982,514	6/25/1996	USA
SUNFLECTOR	2,761,967	9/9/2003	USA
TAIL SHADES	2,100,494	9/23/1997	USA
TAIL SHADES	2,831,021	4/6/2004	USA
TIGERWING	3,189,780	12/26/2006	USA
TRAILBACK	2,439,023	3/27/2001	USA
TRAILBACK	2,889,882	9/28/2004	USA
TRENZ	2,901,118	11/9/2004	USA

TRENZ & DESIGN	3,147,050	9/26/2006	USA
TRIDENT	2486009	09/04/2001	USA
TURBO VENTS	3230303	4/17/2007	USA
VENTSHADE	1,190,621	2/23/1982	USA
VENTSHADE (AND DESIGN)	569,872	2/3/1953	USA
VENTVISOR	1,121,806	7/10/1979	USA
WHAT VEHICLES CRAVE	3,146,043	9/19/2006	USA
WINDFLECTOR	1,703,109	7/28/1992	USA
WINDFLOW BLADE	2,977,419	7/26/2005	USA
XTREME CATCH-ALL	2,588,332	7/2/2002	USA
XYNET	2,609,615	8/20/2002	USA

**Foreign Trademark Registrations:**

Trademark	Reg./Serial No.	Reg. Date	Country
AEROVISOR	401,383	8/14/1992	Canada
AEROVISOR	183,574	1/31/1996	Colombia
AEROVISOR	188,797	7/31/1997	Ecuador
AEROVISOR	503,196	8/31/1995	Mexico
AUTO VENTSHADE	848,985	8/24/2004	Mexico
AUTO VENTSHADE	823,657	2/27/2004	Mexico
AUTO VENTSHADE	61271	Registered	Puerto Rico
AUTO VENTSHADE	61270	Registered	Puerto Rico
AUTO VENTSHADE	1253750	Registered	Taiwan
AUTO VENTSHADE	1131975	Registered	Taiwan
AVS	0/1,216,477	7/1/2006	Taiwan
AVS AND DESIGN	0/1,216,478	7/1/2006	Taiwan
AVS OVAL LOGO	61272	Registered	Puerto Rico
BUGFLECTOR	461,838	8/23/1996	Canada
BUGFLECTOR	184,462	2/27/1996	Colombia
BUGFLECTOR	188,097	7/31/1997	Ecuador
BUGFLECTOR	503,197	8/31/1995	Mexico
BUGFLECTOR II	461,839	8/23/1996	Canada
BUGFLECTOR II	183,573	1/31/1996	Colombia
BUGFLECTOR II	188,297	7/31/1997	Ecuador
BUGFLECTOR II	503,198	8/31/1995	Mexico
CARFLECTOR	572,545	3/3/1998	Mexico
COLD FRONT	370,603	7/13/1990	Canada
DEBUG-SHIELD & DESIGN	285,666	12/9/1983	Canada
DEFLECTA-SHIELD	371,364	7/27/1990	Canada
DEFLECTA-SHIELD	273,017	10/22/1982	Canada
FASTBACK	362,269	11/3/1989	Canada
LUND	819,225,541	12/22/1998	Brazil
LUND	481,045	8/20/1997	Canada
LUND	253,120	12/22/1998	Euro Community
LUND & DESIGN	377,210	12/14/1990	Canada
LUND INTERNATIONAL	60367	Registered	Puerto Rico
LUND INTERNATIONAL	1142141	Registered	Taiwan

LUND INTERNATIONAL	679227	1/10/2007	Canada
LUND INTERNATIONAL	676850	11/14/2006	Canada
LUND INTERNATIONAL AND DESIGN	825,525	3/19/2004	Mexico
LUND INTERNATIONAL LOGO	59545	Registered	Puerto Rico
LUND SUNVISOR & DESIGN	374,453	10/19/1990	Canada
LUND 'SWOOSH' SYMBOL	59546	Registered	Puerto Rico
MISCELLANEOUS DESIGN (LOGO SYMBOL)	825,526	3/19/2004	Mexico
STEPSHIELD	418,215	10/15/1993	Canada
STEPSHIELD	183,572	1/31/1996	Colombia
STEPSHIELD	188,497	7/31/1997	Ecuador
STEPSHIELD	503,199	8/31/1995	Mexico
STEPSHIELD II	459,147	6/7/1996	Canada
STEPSHIELD II	183,571	1/31/1996	Colombia
STEPSHIELD II	503,200	8/31/1995	Mexico
SUNFLECTOR	474,237	4/7/1997	Canada
SUNFLECTOR	183,570	1/31/1996	Colombia
SUNFLECTOR	188,597	7/31/1997	Ecuador
SUNFLECTOR	503,201	8/31/1995	Mexico
TAIL SHADES	62504	Registered	Puerto Rico
TAIL SHADES	not yet available	Registered	Venezuela
TAIL SHADES	691407	7/5/2007	Canada
TRENZ	660464	3/8/2006	Canada
VENTSHADE	272,335	9/3/1982	Canada
VENTSHADE	183,569	1/31/1996	Colombia
VENTSHADE	188,697	7/31/1997	Ecuador
VENTSHADE	T14,647	5/10/1995	Georgia
VENTSHADE	503,202	8/31/1995	Mexico
VENTVISOR	183,568	1/31/1996	Colombia
VENTVISOR	187,897	7/31/1997	Ecuador
VENTVISOR	T14,662	5/10/1995	Georgia
VENTVISOR	503,203	8/31/1995	Mexico
VENTVISOR	TMA371364	07/27/1990	Canada
WINDFLECTOR	461,840	8/23/1996	Canada
WINDFLECTOR	184,461	2/27/1996	Colombia
WINDFLECTOR	187,997	7/31/1997	Ecuador
WINDFLECTOR	503,204	8/31/1995	Mexico
WINDSHIELD VISOR EDGE DESIGN	489,827	2/12/1998	Canada

**Pending US Trademark Applications:**

<b>Trademark</b>	<b>Reg./Serial No.</b>	<b>Reg. Date</b>	<b>Country</b>
CHROMELECTOR	78520195	Pending	USA
CHROME VENTVISOR	78/944493	Pending	USA
DEALERS-EDGE	78/480,100	Pending	USA
MISCELLANEOUS DESIGN	78/180,542	Pending	USA
TOUGH TRUNK	76/444,898	Pending	USA
TRICRYLIC	76/646,438	Pending	USA

TUBULAR FASTBACK	78/316,343	Pending	USA
WEATHERFLECTOR	75/733211	Pending	USA

**Pending Foreign Trademark Applications:**

Trademark	Reg./Serial No.	Reg. Date	Country
AUTO VENTSHADE	1,198,260	Pending	Canada
AUTO VENTSHADE	N	Pending	Puerto Rico
AUTO VENTSHADE	93,016,934	Pending	Taiwan
AUTO VENTSHADE	93,017,421	Pending	Taiwan
AUTO VENTSHADE	1,730,403	Pending	Venezuela
AUTO VENTSHADE	1,730,503	Pending	Venezuela
AVS AND DESIGN	N	Pending	Puerto Rico
AVS AND DESIGN	1,501,303	Pending	Venezuela
AVS AND DESIGN	1,501,403	Pending	Venezuela
AVS OVAL LOGO	625258	Pending	Mexico
CHROME VENTVISOR	1312894	Pending	Canada
DEALERS-EDGE	1,231,008	Pending	Canada
LUND	93,016,932	Pending	Taiwan
LUND	6,922	Pending	Venezuela
LUND AND DESIGN	6,920	Pending	Venezuela
LUND INTERNATIONAL	608835	Pending	Mexico
LUND INTERNATIONAL	525203	Pending	Venezuela
LUND INTERNATIONAL AND DESIGN	1176175	Pending	Canada
LUND INTERNATIONAL AND DESIGN	599123	Pending	Mexico
LUND INTERNATIONAL AND DESIGN	525003	Pending	Venezuela
MISCELLANEOUS DESIGN	1176176	Pending	Canada
MISCELLANEOUS DESIGN	599122	Pending	Mexico
MISCELLANEOUS DESIGN	525103	Pending	Venezuela
TRENZ	696305	Pending	Mexico

**US Trademark Registrations:**

Trademark	Registration No.	Reg. Date	Country
AERO-TRIM	1,468,961	12/15/1987	USA
DEFLECTA-SHIELD	752,829	7/16/1963	USA
MAGNUM	2051089	04/08/1997	USA
TAIL GATOR	1218315	11/30/1982	USA

**Foreign Trademark Registrations:**

Trademark	Registration No.	Reg. Date	Country
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DEFLECTA-SHIELD	554,969	4/3/1995	Benelux
DEFLECTA-SHIELD	94,533,523	1/27/1995	France
DEFLECTA-SHIELD	2,906,886	8/31/1995	Germany
DEFLECTA-SHIELD	1,919,444	4/5/1995	Spain
SIDE WINGERS	290,421	4/27/1984	Canada
TAILGATOR	4,895,817	9/22/2005	Japan

**Pending Foreign Trademark Applications:**

Trademark	App. Serial No.	Reg. Date	Country
DEFLECTA-SHIELD	93,019,229	Pending	Taiwan

**US Trademark Registrations:**

Trademark	Registration No.	Reg. Date	Country
ULTIMA	2,517,414	12/11/2004	USA
DURALOADER	2,722,357	6/3/2003	USA
TAIL-LOADER	2,730,254	6/4/2003	USA

**Foreign Trademark Registrations:**

DEFLECTA-SHIELD	1,178,914	10/16/2005	Taiwan
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