

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Belmor, Inc.		11/30/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent		
Street Address:	500 West Monroe Street, Suite 1700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1502107	AERO MASK	
Registration Number:	2653867	BELMOR	
Registration Number:	2556649	BUGSTOPPER	
Registration Number:	2468354	COLDSTOPPER	
Registration Number:	2632236	DP DRIVER'S PRIDE HEAVY TRUCK ACCESSORIES	
Registration Number:	1494135	MUSTACHE SHIELD	
CORRESPONDENCE DATA			
Fax Number:	(312)993-9767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-993-2698		
Email:	magdalini.rizakos@lw.com		
Correspondent Name:	Magdalini Rizakos c/o Latham & Watkins		
Address Line 1:	233 South Wacker Drive, Suite 5800		
Address Line 4:	Chicago, ILLINOIS 60606		
NAME OF SUBMITTER:	Magdalini Rizakos		

OP \$165.00 1502107

Signature:

/mr/

Date:

01/30/2008

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 30, 2007, is made by BELMOR, 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.

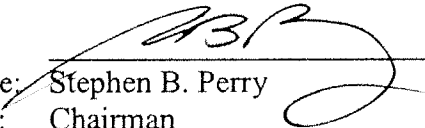
5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages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

BELMOR, 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.

BELMOR, 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. Kempe**
Senior Vice President

Schedule I

BELMOR TRADEMARKS:

US Trademark Registrations:

Trademark	Registration No.	Reg. Date	Country
AERO MASK	1,502,107	8/30/1988	USA
BELMOR	2,653,867	11/26/2002	USA
BUGSTOPPER	2556649	04/02/2002	USA
COLDSTOPPER	2468354	07/10/01	USA
DP DRIVER'S PRIDE HEAVY TRUCK ACCESSORIES	2632236	10/08/02	USA
MUSTACHE SHIELD	1,494,135	6/28/1988	USA

Foreign Trademark Registrations:

Trademark	Registration No.	Reg. Date	Country
BELMOR	901,562	9/16/2002	Australia
BELMOR	596,580	12/4/2003	Canada
BELMOR	753,670	6/28/2002	Mexico