

MRD 5-4-98 RECORDED

05-19-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = =



To the Honorable Commissioner of Patents

100715793

MAY 4 1998

a original documents or copy thereof.

1. Name of conveying party(ies):

Belmor Autotron Corp.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ 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: February 27, 1998

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: 60601

- ☐ 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

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

A. Trademark Application No.(s)

73/692,450
73/698,155

B. Trademark Registration No.(s)

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

33rd Floor

Street Address: 35 West Wacker Drive

City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

☒ 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)

05/14/1998 DCOATES 00000108 73692450

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

02 FC:482

25.00 OP

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

Name of Person Signing

Signature

4/17/98

Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
NAME: 0639

0215

**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

TRILMASTER 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]

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.

Santa A. Bonignore
Notary Public

My commission expires:

August 31, 1999

SANTA A. BONSIGNORE
Notary Public, State of New York
No. 60-01B04688105
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. 01DE4646963
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 |

| 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 | |

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

- **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 | 73/692,450 | |
| Aero Mask | 73/658,155 | |

- **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 |

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

| | | |
|--|-----------|----------|
| 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 |

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

| 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 | |
| SPORTTRAIL | |

- **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 | |

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

- **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 |

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

SCHEDULE 2

COPYRIGHT REGISTRATIONS

Registration No.

Date

See Attached

COPYRIGHT APPLICATIONS

Copyright Description

Copyright Application No.

Date Applied

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.