

RECORDATION FORM
TRADEMARK

02-05-1999

DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = =



1 copy thereof.

To the Honorable Commissioner of Patents and Trademarks: Please

100961501

1. Name of conveying party(ies):

Auto Ventshade Company

- Individual(s)
- General Partnership
- Corporation-State
- Other _____

- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: December 23, 1998

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address: _____

Street Address: 500 West Monroe

City: Chicago State: IL ZIP: 60661

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

If assignee is not domiciled in the United States, a corporate 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)

74/638,451
75/062,793

B. Trademark Registration No.(s)

2,114,676	1,643,539	1,858,525	1,703,109
1,645,135	1,643,538	2,169,476	
1,840,455	1,555,696	1,711,548	
	1,982,514	1,190,621	
	569,872	1,121,806	

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: 16

7. Total fee (37 CFR 3.41).....\$ 415.00

- 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)

02/04/1999 JSHBAZZ 00000143 74638451

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
002 STAMP 375.00 OP

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]
Signature

1/21/99

Date

Total number of pages including cover sheet, attachments, and document: 16

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

TRADEMARK
REEL: 1849 FRAME: 0296

**SUPPLEMENT TO ASSIGNMENT FOR SECURITY OF
PATENTS, TRADEMARKS AND COPYRIGHTS**

THIS SUPPLEMENT TO ASSIGNMENT FOR SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS (this "Supplement") is made this 23rd day of December 1998 by

VENTSHADE HOLDINGS, INC., a Delaware corporation ("VHI"),
AUTO VENTSHADE COMPANY, a Delaware corporation ("AVS"),
NEW HOLDINGS, INC., a Delaware corporation ("NHI")
(each of NHI, VHI and AVS, an "Additional Assignor" and, collectively, "Additional Assignors");

in favor of HELLER FINANCIAL, INC., as Agent ("Agent") for the benefit of all Lenders (as such term is defined below).

WHEREAS:

(A) LUND INTERNATIONAL HOLDINGS, INC., a Delaware corporation ("Lund" or "Holdings"), DEFLECTA-SHIELD CORPORATION, a Delaware corporation ("Deflecta"), LUND INDUSTRIES, INCORPORATED, a Minnesota corporation ("LII"), BELMOR AUTOTRON CORP., a Delaware corporation ("Autotron"), DFM CORP., an Iowa corporation ("DFM"), (each of Deflecta, LII, Autotron and DFM, a "Borrower" and, collectively, "Borrowers"), LUND ACQUISITION CORP., a Minnesota corporation ("LAC"), BAC ACQUISITION CO., a Delaware corporation ("BAC"), TRAILMASTER PRODUCTS, INC., a Delaware corporation ("Trailmaster"), DELTA III, INC., a Delaware corporation ("Delta"), (each of LAC, BAC, Trailmaster and Delta, an "Active Subsidiary" and, collectively, "Active Subsidiaries"), the financial institutions listed on the signature pages thereof and their respective successors and assigns (each a "Lender" and, collectively, "Lenders"); and Agent have entered into that certain Credit Agreement, dated as of February 27, 1998 (as amended to the date hereof and as it may further be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

(B) Borrowers and Active Subsidiaries (collectively, the "Assignors") entered into that certain Assignment for Security of Patents, Trademarks and Copyrights, dated as of February 27, 1998 (as amended to the date hereof and as it may further be amended, restated, supplemented or otherwise modified from time to time, the "Intellectual Property Assignment"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Intellectual Property Assignment), pursuant to which, in order to secure the complete and timely payment and satisfaction of the Obligations in accordance with the terms thereof, each Assignor granted to Agent for the benefit of Lenders a continuing security interest in all right, title and interest in, to, and under all of its Patents, Copyrights and Trademarks of such Assignor, whether then owned or existing or thereafter acquired or arising;

(C) Holdings, Assignors, Additional Assignors, Lenders and Agent have entered into that certain Second Amendment to the Credit Agreement, dated as of the date hereof (the "Second Amendment"), pursuant to which AVS has agreed to become a Borrower and Corporate Guarantor and VHI has agreed to become a Corporate Guarantor;

(D) Additional Assignors have entered into that certain Supplement and Amendment No. 2 to Corporate Guaranty, dated as of the date hereof (the "Guaranty Supplement and Amendment") pursuant to which the Additional Assignors guaranteed the full and prompt payment and performance, when due, whether at maturity or earlier, by reason of acceleration or otherwise, and at all times thereafter, of the Obligations of Borrowers to Agent or Lenders arising under or in any way relating to the Credit Agreement or any of the other Loan Documents, and that certain Supplement to Security Agreement, dated as of the date hereof (the "Security Agreement Supplement"), pursuant to which, in order to secure the payment and performance of the Secured Obligations in accordance with the terms thereof, each Assignor granted to Agent for the benefit of Lenders a continuing security interest in and to all right, title and interest of all Collateral (including, among other things, all Intellectual Property) of such Assignor, whether then owned or existing or thereafter acquired or arising and regardless of where located;

NOW, THEREFORE, in consideration of the agreements and provisions contained herein, the parties hereto hereby agree as follows:

1. Joinder. To secure the complete and timely payment and satisfaction of the Obligations, each Additional Assignor hereby grants to Agent for the benefit of Lenders a continuing security interest in all of such Additional Assignor's right, title and interest in, to and under all of its now owned or existing and hereafter acquired or arising Patents, Copyrights and Trademarks, on the terms set forth in the Intellectual Property Assignment as if it were an original party thereto. On and after the date hereof, each reference in the Intellectual Property Assignment to "Assignor" shall also mean and be a reference to each of the Additional Assignors. Each of the Additional Assignors hereby agrees to be bound as a Assignor by all of the terms and provisions of the Intellectual Property Assignment to the same extent as each other Assignor.

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 Supplement 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 Additional 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 Additional Assignor under any license and any license agreement with any other party, whether such Additional 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 Additional Assignor and now or hereafter covered by such license, on the terms set forth in the Intellectual Property Assignment as if it were an original party thereto.

2. Schedules. Schedules 1, 2 and 3 to the Intellectual Property Assignment are hereby supplemented by the supplemental Schedules attached hereto. Each of the Additional

Assignors hereby certifies that such supplements are true, accurate and complete as of the date hereof.

3. Representations and Warranties. Each of the Additional Assignors hereby represents and warrants to the Lenders and the Agent that:

3.1 No Default. After giving effect to this Supplement, no Default or Event of Default shall have occurred or be continuing.

3.2 Existing Representations and Warranties. As of the date hereof and after giving effect to this Supplement, each and every one of the representations and warranties of the Assignors set forth in the Intellectual Property Assignment are true, accurate and complete in all respects and with the same effect as though made on the date hereof, and each is hereby incorporated herein in full by reference as if restated herein in its entirety, except for (i) changes in the ordinary course of business which are not prohibited by the Intellectual Property Assignment and which do not, either singly or in the aggregate, have a Material Adverse Effect and (ii) any representation or warranty limited by its terms to a specific date that is prior to the date hereof.

3.3 Authority; Enforceability. (i) The execution, delivery and performance by each Additional Assignor of this Supplement are within its organizational powers and have been duly authorized by all necessary action (corporate or otherwise) on the part of each Additional Assignor, (ii) this Supplement is the legal, valid and binding obligation of each Additional Assignor, enforceable against such Additional Assignor in accordance with its terms, and (iii) this Supplement and the execution, delivery and performance by each Additional Assignor thereof does not: (A) contravene the terms of its corporate charter or by-laws; (B) conflict with or result in any breach or contravention of, or the creation of any Lien under, any document (other than the Loan Documents) evidencing any contractual obligation to which it is a party or any order, injunction, writ or decree to which it or its property is subject; or (C) violate any requirement of law.

4. Reference to and Effect Upon the Intellectual Property Assignment. The execution, delivery and effectiveness of this Supplement shall not operate as a waiver of any right, power or remedy of the Agent or any Lender under the Intellectual Property Assignment nor constitute a waiver of any provision of the Intellectual Property Assignment. Upon the effectiveness of this Supplement, each reference in:

(i) the Intellectual Property Assignment to "this Intellectual Property Assignment", "hereunder", "hereof", "herein" or words of similar import shall mean and be a reference to the Intellectual Property Assignment as supplemented hereby;

(ii) the other Loan Documents to the "Intellectual Property Assignment" shall mean and be a reference to the Intellectual Property Assignment as supplemented hereby; and

(iii) the Loan Documents to the "Loan Documents" shall be deemed to include this Supplement.

5. Miscellaneous.

5.1 Expenses. The Loan Parties agree to pay the Agent upon demand for all reasonable expenses, including reasonable attorneys' fees and expenses of the Agent, incurred by the Agent in connection with the preparation, negotiation and execution of this Supplement.

5.2. Headings. Section headings in this Supplement are included herein for convenience of reference only and shall not constitute a part of this Supplement for any other purposes.

5.3 Law. **THIS SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.**

5.4 Successors. This Supplement shall be binding upon the Loan Parties, the Lenders and the Agent and their respective successors and assigns (permitted assigns in the case of the Loan Parties), and shall inure to the benefit of the Loan Parties, the Lenders and the Agent and the successors and assigns (permitted assigns in the case of the Loan Parties) of the Loan Parties, Lenders and the Agent.

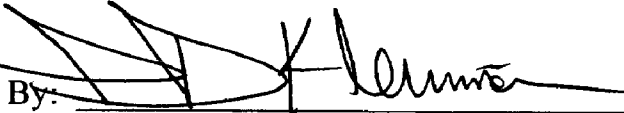
5.5 Execution in Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Supplement to be executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

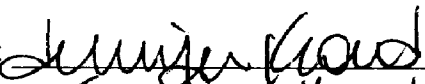
**VENTSHADE HOLDINGS, INC.
AUTO VENTSHADE COMPANY
NEW HOLDINGS, INC.**

For each of the foregoing corporations:

By: 
Name: _____
Title:

ACKNOWLEDGED AND ACCEPTED BY:

**HELLER FINANCIAL, INC.,
as Agent**

By: 
Name: Jennifer Kloud
Title: Assistant Vice President

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, GENEVA BROWNE 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 VENTSHADE HOLDINGS, INC., a Delaware corporation, AUTO VENTSHADE COMPANY, a Delaware corporation and NEW HOLDINGS, 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 21 day of December, 1998.


Notary Public

My commission expires:

GENEVA BROWNE
Notary Public, State of New York
No. 24-4692359
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Nov. 30, 19 99

STATE OF NEW YORK)
) SS
COUNTY OF NEW YORK)

I, GENEVA BROWNE, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jennifer Koud, personally known to me to be an Asst 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 21 day of December, 1998.

Geneva Browne
Notary Public

My commission expires:

GENEVA BROWNE
Notary Public, State of New York
No. 24-4692359
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Nov. 30, 19 99

**SCHEDULE 1
INTELLECTUAL PROPERTY**

Auto Ventshade Company
U.S. Patent No. 4,685,718
Device for Attaching Rain Shields to Motor Vehicle Windows

12/20/98/DVM/11110/002/MEMO/332304.1

THELEN REID&PRIEST LLP

12/23/98 WFL 11:40 AM 1 603 2001

TRADEMARK
REEL: 1849 FRAME: 0304

**SCHEDULE 2
INTELLECTUAL PROPERTY
Copyrights**

None.

12/22/98/DVM/11130/002/MEMO/332304.1

**SCHEDULE 3
INTELLECTUAL PROPERTY
Trademarks**

12/22/98/DVM/11130/002/MEMO/332304.1

TRADEMARK

REEL: 1849 FRAME: 0306

Friday, October 30, 1998

Trademark List

Page: 1

Client: 604329 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
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AEROSHADE

	JMJ GBH	62787-076	Registered	75-068,718	2,114,676	18-Nov-2007	
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Country: United States of America Owner: Auto Ventshade Company

Classes: Int'l 12

Goods: Automotive accessories, namely lowered window covers

Remarks: App mailed to PTO 3/04/96; App. filed 3/07/96; published 11/05/96; Statement of Use due 7/28/97. 7/23/97 - SJU mailed to PTO; REGISTERED

AEROVISOR

	JMJ	62787-002	Registered	671221	401,383	14-Aug-2007	
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Country: Canada Owner: Auto Ventshade Company

14-Aug-1992

Goods: Land vehicle accessories namely, wind deflectors

Remarks:

AEROVISOR

	JMJ	62787-003	Registered	321,966	468,699	01-Oct-2006	
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Country: Chile Owner: Auto Ventshade Company

Classes: 12

Goods: Land vehicle accessories, namely, wind deflectors

AEROVISOR

	JMJ	62787-004	Registered	9547271	183574	31-Jan-2006	
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Country: Colombia Owner: Auto Ventshade Company

Classes: Int'l 12

Agent: 012 Bigard & Castro

Goods: Land vehicle accessories, namely wind deflectors

10-Oct-1995

31-Jan-1996

Friday, October 30, 1998

Trademark List

Page: 2

Client: 604329 Auto Ventshade Company

Trademark Name	Attorneys	Master Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
AEROVISOR	JMJ	62787-005	Registered	61994	DNP1188797	31-Jul-2007	

Country: Ecuador
 Classes: 12
 Goods: Land vehicle accessories, namely, wind deflectors

Owner: Auto Ventshade Company
 Agent: 002 Perez, Bustamante & Perez

Remarks: REGISTERED

AEROVISOR

Country: Mexico	JMJ	62787-006	Registered	239768	503196	10-Aug-2005	
Classes: Int'l 12				10-Aug-1995	10-Aug-1995		

Goods: Land vehicle accessories, namely wind deflectors

Owner: Auto Ventshade Company

Remarks: App filed 8/10/95;

AEROVISOR

Country: United States of America	JMJ	62787-001	Registered	74-073,269	1,645,135	21-May-200	01-Jun-1990
Classes: Int'l 12					21-May-1991		

Goods: Land vehicle accessories, namely, wind deflectors

Owner: Auto Ventshade Company

Remarks: 8 & 15 Declaration accepted

AEROVISOR

Country: Venezuela	JMJ GBH	62787-007	Pending	17947/95			
Classes: Int'l 12				13-Nov-1995			

Goods: Land vehicle accessories, namely wind deflectors

Owner: Auto Ventshade Company
 Agent: 042 De Sola & Pate

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Trademark List

Friday, October 30, 1998

Client: 604329 Auto Ventshade Company

Page: 3

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
BALECOVER	GBH	62787-079	Unfiled				

Country: United States of America Owner: Auto Ventshade Company

BIG DUDE

Country: Canada
 Matter Number: 62787-009
 Status: Abandoned
 Application Number/Filing Date: 672677
 Owner: Auto Ventshade Company

Goods: Remarks: Abandoned

BIG DUDE

Country: United States of America
 Matter Number: 62787-008
 Status: Abandoned
 Application Number/Filing Date: 74-073,061
 Registration Number/Date: 1,643,519
 Renewal Date: 07-May-200
 First Use Date: 01-Jun-1990
 Classes: Int'l 12
 Owner: Auto Ventshade Company

Goods: Land vehicle accessories; namely, wind deflectors

Remarks: Reminder sent to client re: 8&15 2/3/97;
 Client does not wish to file 8&15 affidavit

BIG DUDE & Design

Country: Canada
 Matter Number: 62787-011
 Status: Abandoned
 Application Number/Filing Date: 672675
 Owner: Auto Ventshade Company

Goods: Remarks: Abandoned

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Friday, October 30, 1998

Trademark List

Client: 604329 Auto Ventshade Company

Page: 4

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
BIG DUDE & Design							

Country: United States of America Owner: Auto Ventshade Company
 Classes: Int'l 12
 Goods: Land vehicle accessories; namely wind deflectors

BUGFLECTOR

Country: Canada Owner: Auto Ventshade Company
 Classes: 12
 Goods: Land vehicle accessories; namely, stone and bug deflectors

BUGFLECTOR

Country: Chile Owner: Auto Ventshade Company
 Classes: 12
 Goods: Land vehicle accessories; namely, stone and bug deflectors and shields

BUGFLECTOR

Country: Colombia Owner: Auto Ventshade Company
 Classes: Int'l 12 Agent: 012 Brigard & Castro
 Goods: Land vehicle accessories; namely stone and bug deflectors and shields

Remarks: Reminder sent to client re: 8 & 15 2/3/97;
 client does not wish to file 8&15 affidavit

Remarks: App filed 6/27/95; published 3/20/96;
 Allowance dated 6/14/96

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Friday, October 30, 1998

Trademark List

Client: 604329 Auto Ventshade Company

Page: 5

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
BUGFLECTOR							

Country: Ecuador
 Classes: 12
 Goods: Land vehicle accessories, namely, stone and bug deflectors and shields

Owner: Auto Ventshade Company
 Agent: 002 Perez, Bustamante & Perez

Matter Number: 62787-016
 Status: Registered
 Application Number/Filing Date: 61987
 12-Oct-1995
 Registration Number/Date: DNPI188097
 31-Jul-1997
 Renewal Date: 31-Jul-2007

Remarks: REGISTERED

BUGFLECTOR

Country: Mexico
 Classes: Int'l 12
 Goods: Land vehicle accessories; namely, stone and bug deflectors and shields

Owner: Auto Ventshade Company

Matter Number: 62787-017
 Status: Registered
 Application Number/Filing Date: 239769
 10-Aug-1995
 Registration Number/Date: 503197
 10-Aug-1995
 Renewal Date: 10-Aug-2005

Remarks: App filed 8/10/95 ; client notified brief 8/21/98

BUGFLECTOR

Country: United States of America
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely, stone and bug deflectors and shields.

Owner: Auto Ventshade Company

Matter Number: 62787-012
 Status: Registered
 Application Number/Filing Date: 74-434,065
 21-Jun-1994
 Registration Number/Date: 1,840,455
 21-Jun-1994
 Renewal Date: 21-Jun-2004 01-Jun-1992

BUGFLECTOR

Country: Venezuela
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely stone and bug deflectors and shields

Owner: Auto Ventshade Company
 Agent: 042 De Sola & Pate

Matter Number: 62787-018
 Status: Pending
 Application Number/Filing Date: 17948/95
 13-Nov-1995

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TRADEMARK

REEL: 1849 FRAME: 0311

Friday, October 30, 1998

Trademark List

Client: 604379 Auto Ventshade Company

Page: 6

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
BUGFLECTOR II							

Country: Canada	JMJ	62787-020	Registered	786193 27-Jun-1995	461,819 21-Aug-1996	21-Aug-2011	
Owner: Auto Ventshade Company							
Agent: 128 Ushijima & Associates							
Goods: Land vehicle accessories; namely, stone and bug deflectors							

Remarks: App filed 6/27/95; Published 3/20/96; Allowance dated 6/14/96

BUGFLECTOR II

Country: Chile	JMJ	62787-021	Registered	321,968 05-Oct-1995	468,700 01-Oct-1996	01-Oct-2006	
Owner: Auto Ventshade Company							
Classes: 12							
Goods: Land vehicle accessories, namely, stone and bug deflectors and shields							

BUGFLECTOR II

Country: Colombia	JMJ	62787-022	Registered	9547274 10-Oct-1995	183573 31-Jan-1996	31-Jan-2006	
Owner: Auto Ventshade Company							
Agent: 012 Brigard & Castro							
Goods: Land vehicle accessories, namely stone and bug deflectors and shields							

BUGFLECTOR II

Country: Ecuador	JMJ	62787-023	Registered	61989 12-Oct-1995	DNP118297 31-Jul-1997	31-Jul-2007	
Owner: Auto Ventshade Company							
Agent: 002 Perez, Bustamante & Perez							
Classes: 12							
Goods: Land vehicle accessories, namely, stone and bug deflectors and shields							

Remarks: REGISTERED

Friday, October 30, 1998

Trademark List

Client: 604329 Auto Ventshade Company

Page: 7

Trademark Name	Attorneys	Matier Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
BUGFLECTOR II							

Country: Mexico

Classes: Int'l 12

Goods: Land vehicle accessories; namely, stone and bug deflectors and shields

JMJ

Owner: Auto Ventshade Company

62787-024

Registered

239770

10-Aug-1995

503198

10-Aug-1995

10-Aug-2005

Remarks: App filed 8/10/95 ; client notified 8/21/98
brief

BUGFLECTOR II

Country: United States of America

Classes: Int'l 12

Goods: Land vehicle accessories; namely, stone and bug deflectors and shields

JMJ

Owner: Auto Ventshade, Inc.

62787-019

Registered

74-461,619

1,858,525

18-Oct-1994

18-Oct-2004 01-Oct-1993

Remarks:

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BUGFLECTOR II

Country: Venezuela

Classes: Int'l 12

Goods: Land vehicle accessories; namely stone and bug deflectors and shields

JMJ GBH

Owner: Auto Ventshade Company

62787-025

Pending

1794995

13-Nov-1995

CARFLECTOR

Country: Mexico

Classes: 12

Owner: Auto Ventshade Company

GBH

62787-078

Registered

572545

20-Jan-1998

20-Jan-2008

Remarks: REGISTERED;

Friday, October 30, 1998
 Client: 604329 Auto Ventshade Company
Trademark List
 Page: 8

Trademark Name: CARFLECTOR
 Attorneys: JEW
 Matter Number: 62787-077
 Status: Registered
 Application Number/Filing Date: 75296330
 Registration Number/Date: 2169476 30-Jun-1998
 Renewal Date: 30-Jun-2008
 First Use Date: 01-Mar-1997

Country: United States of America
 Owner: Auto Ventshade Company
 Classes: 12
 Goods: Land vehicle accessories, namely, stone and bug deflectors and shields
 Remarks: App. mailed to PTO 5/12/97; filed 5/22/97; REGISTERED;

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EZ SHADE & Design
 Country: Canada
 Owner: Auto Ventshade Company
 Matter Number: 62787-027
 Status: Abandoned
 Application Number/Filing Date: 637341
 Registration Number/Date: 509350 10-Aug-1995
 Renewal Date: 10-Aug-2005
 First Use Date: 10-Aug-1995

Goods: Land vehicle accessories; namely, rain deflectors for use on doors and windows of automotive vehicles
 Remarks: App filed 8/10/95; Response to official action due 10/31/98;

Remarks: Abandoned

EZ SHADE & Design
 Country: Mexico
 Owner: Auto Ventshade Company
 Classes: Int'l 12
 Goods: Land vehicle accessories; namely, rain deflectors for use on doors and windows of automotive vehicles
 Remarks: App filed 8/10/95; Response to official action due 10/31/98;

EZ SHADE & Design
 Country: United States of America
 Owner: Auto Ventshade Company
 Classes: Int'l 12
 Goods: Rain deflectors for use on doors and windows of automotive vehicles
 Remarks: 8 & 15 Declaration express mailed to PTO 9/11/95

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Friday, October 30, 1998

Trademark List

Client: 604329 Auto Ventshade Company

Page: 9

Trademark Name: STEPSHIELD
 Attorneys: JMJ
 Matter Number: 62787-030
 Status: Registered
 Application Number/Filing Date: 697647
 Registration Number/Date: TMA 418,215 15-Oct-2008
 Renewal Date: 15-Oct-1993
 First Use Date:

Country: Canada
 Owner: Auto Ventshade Company

Goods: Land vehicle accessories, namely, door sill protectors.

Remarks:

STEPSHIELD

Country: Chile
 Classes: 12
 Owner: Auto Ventshade Company
 Matter Number: 62787-031
 Status: Registered
 Application Number/Filing Date: 321,964
 Registration Number/Date: 469,868 16-Oct-2006
 Renewal Date:

Goods: Land vehicle accessories, namely, door sill protectors

STEPSHIELD

Country: Colombia
 Classes: Int'l 12
 Owner: Auto Ventshade Company
 Agent: 012 Brigard & Castro
 Matter Number: 62787-032
 Status: Registered
 Application Number/Filing Date: 9547275
 Registration Number/Date: 183572 31-Jan-1996
 Renewal Date: 31-Jan-2006

Goods: Land vehicle accessories, namely door sill protectors

STEPSHIELD

Country: Ecuador
 Classes: 12
 Owner: Auto Ventshade Company
 Agent: 002 Perez, Bustamante & Perez
 Matter Number: 62787-033
 Status: Registered
 Application Number/Filing Date: 61991
 Registration Number/Date: DNPI188497 31-Jul-1997
 Renewal Date: 31-Jul-2007

Goods: Land vehicle accessories, namely, door sill protectors

Remarks: REGISTERED

Friday, October 30, 1998

Trademark List

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Client: 604329 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
STEPSHIELD							

Country: Mexico

Classes: Int'l 12

Owner: Auto Ventshade Company

Agent: 043 Olivares & Cia.

Goods: Land vehicle accessories, namely door sill protectors

Remarks: App filed 8/10/95 ; client notified brief 8/11/98

62787-034 Registered 219772 503199 10-Aug-1995 10-Aug-1995 20-Aug-2003

Country: United States of America

Classes: Int'l 12

Owner: Auto Ventshade Co.

Goods: Land vehicle accessories; namely, door sill protectors.

Remarks: 8 & 15 accepted 2/7/98; 8 & 15 accepted 7/13/98;

62787-029 Registered 74-231,083 1,711,548 01-Sep-1992 15-Jun-1991

STEPSHIELD

Country: Venezuela

Classes: Int'l 12

Owner: Auto Ventshade Company

Agent: 042 De Sola & Pale

Goods: Land vehicle accessories, namely door sill protectors

Remarks: Foreign associate indicates granting fees for this mark have been paid

17950/95 13-Nov-1995

STEPSHIELD II

Country: Canada

Goods: Land vehicle accessories; namely, door sill protectors

Owner: Auto Ventshade Company

Remarks: App filed 6/27/95 ; published for opposition 12/20/95; Notice of Allowance issued 3/15/96

62787-037 Registered 786,194 459,147 07-Jun-2011 01-Feb-1995

27-Jun-1995 07-Jun-1996

Friday, October 30, 1998

Trademark List

Client: 604329 Auto Ventshade Company

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Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
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Country: Chile.	JMJ	62787-038	Registered	321,965	469,867	16-Oct-2006	
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Classes: 12

Owner: Auto Ventshade Company

Goods: Land vehicle accessories, namely, door sill protectors

STEPSHIELD II

Country: Colombia

JMJ

62787-039

Registered

9547276

183571

31-Jan-2006

Classes: Int'l 12

Owner: Auto Ventshade Company

Agent: 012 Brigard & Castro

Goods: Land vehicle accessories, namely door sill protectors

STEPSHIELD II

Country: Ecuador

JMJ

62787-040

Registered

61990

DNP188397

31-Jul-2007

Classes: 12

Owner: Auto Ventshade Company

Agent: 002 Perez, Bustamante & Perez

Goods: Land vehicle accessories, namely, door sill protectors

STEPSHIELD II

Remarks: REGISTERED

Country: Mexico

JMJ

62787-041

Registered

239773

503200

10-Aug-2005

Classes: Int'l 12

Owner: Auto Ventshade Company

Agent: 043 Olivares & Cia.

Goods: Land vehicle accessories, namely door sill protectors

Remarks: App filed 8/10/95 ; client reminded brief 8/21/98

TRADEMARK

REEL: 1849 FRAME: 0317

Friday, October 30, 1998

Trademark List

Client: 604329 Auto Ventshade Company

Page: 12

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
STEPSHIELD II	JMJ GBH	62787-036	Registered	74-696,773 03-Jul-1995	1,982,514 25-Jun-1996	25-Jun-2006	01-Oct-1994

Country: United States of America
 Classes: Int'l 12
 Owner: Auto Ventshade Company

Goods: Land vehicle accessories, namely, door sill protectors

STEPSHIELD II

Country: Venezuela	JMJ GBH	62787-042	Pending	1795195 13-Nov-1995			
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Owner: Auto Ventshade Company

Classes: Int'l 12
 Agent: 042 Dc Sola & Pate

Goods: Land vehicle accessories, namely door sill protectors

SUNFLECTOR

Country: Canada	JMJ	62787-044	Registered	786195 27-Jun-1995	474,237 07-Apr-1997	07-Apr-2012	
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Owner: Auto Ventshade Company

Goods: Land vehicle accessories; namely, rear window sun deflectors for use on pickup trucks

SUNFLECTOR

Country: Chile	JMJ	62787-045	Registered	321,969 05-Oct-1995	469,866 16-Oct-1996	16-Oct-2006	
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Owner: Auto Ventshade Company

Classes: 12
 Goods: Rear window sun deflectors for use on pickup trucks

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Friday, October 30, 1998

Trademark List

Page: 13

Client: 604329 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
SUNFLECTOR							

Country: Colombia
 Classes: Int'l 12
 Goods: Rear window sun deflectors for use on pickup trucks

Attorneys: JMJ
 Matter Number: 62787-046
 Status: Registered
 Application Number/Filing Date: 9547277
 Registration Number/Date: 183570
 Renewal Date: 31-Jan-2006

Owner: Auto Ventshade Company
 Agent: 012 Brigard & Castro

Remarks: Deadline to oppose SUNTRACK 10/2/98;

SUNFLECTOR

Country: Ecuador
 Classes: 12
 Goods: Rear window sun deflectors for use on pickup trucks

Attorneys: JMJ
 Matter Number: 62787-047
 Status: Registered
 Application Number/Filing Date: 61992
 Registration Number/Date: DNP1188597
 Renewal Date: 31-Jul-2007

Owner: Auto Ventshade Company
 Agent: 002 Perez, Bustamante & Perez

Remarks: REGISTERED

SUNFLECTOR

Country: Mexico
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely, rear window sun deflectors for use on pickup trucks

Attorneys: JMJ
 Matter Number: 62787-048
 Status: Registered
 Application Number/Filing Date: 239774
 Registration Number/Date: 503201
 Renewal Date: 10-Aug-2005

Owner: Auto Ventshade Company
 Agent: 043 Olivares & Cia.

Remarks: App filed 8/10/95 client notified brief 8/21/98

SUNFLECTOR

Country: United States of America
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely, rear window sun deflector for use on pickup trucks

Attorneys: JMJ
 Matter Number: 62787-043
 Status: Pending
 Application Number/Filing Date: 74-638,451
 Registration Number/Date: 27-Feb-1995
 Renewal Date: 15-Oct-1994

Owner: Auto Ventshade Company

Remarks: App mailed to PTO 2/21/95; filed 2/27/95; office action mailed 3/19/96, response due 9/19/96

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Friday, October 30, 1998 **Trademark List**

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Client: 604319 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
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SUNREFLECTOR	JMJ GBH	62787-049	Pending	17952/95 13-Nov-1995			
Country: Venezuela	Owner: Auto Ventshade Company						
Classes: Int'l 12	Agent: 042 De Sola & Pale						
Goods: Rear window sun deflectors for use on pickup trucks							

TAIL SHADES

Country: United States of America	GBH JMJ	62787-075	Pending	75-062,793			
Classes: Int'l 12	Owner: Auto Ventshade Company			26-Feb-1996			

Goods: Automobile accessories; namely, a cover for rear lights

Remarks: App mailed to PTO 2/22/96; App filed 2/26/96; office action mailed 8/13/96; response mailed to PTO 11/14/96; Response to Final Office Action due 8/13/97; Response to OA mailed to PTO 5/2/97; Notified client of Acceptance of Amendment to Allegs Use 6/3/97

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THE EXTERMINATOR

Country: United States of America	JMJ GBH	62787-050	Withdrawn				
	Owner: Auto Ventshade Company						

Friday, October 30, 1998

Client: 604329 Auto Ventshade Company

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Trademark Name: VENTSHADE
Attorneys: JMJ
Matter Number: 62787-052
Status: Registered
Application Number/Filing Date: 472557
Registration Number/Date: 272,335 03-Sep-1982
Renewal Date: 01-Sep-2012
First Use Date:

Country: Canada
Owner: Auto Ventshade Company

Goods: Shades and visors for doors and windows of automotive vehicles

Remarks: Notified foreign associate on 6/24 97 to proceed with renewal; mailed notice to renew to Chris Hale 7/3/97. Per assoc.'s letter, request for renewal was mailed to Registrar 8/25/97; RENEWED.

VENTSHADE

Country: Chile
Classes: 12
Owner: Auto Ventshade Company
Status: Registered
Application Number/Filing Date: 321-970 05-Oct-1995
Registration Number/Date: 469,865 16-Oct-1996
Renewal Date: 16-Oct-2006

Goods: Shades for doors and windows of automotive vehicles

VENTSHADE

Country: Colombia
Classes: Int'l 12
Owner: Auto Ventshade Company
Agent: 012 Brigard & Castro
Status: Registered
Application Number/Filing Date: 9547278 10-Oct-1995
Registration Number/Date: 183,569 31-Jan-1996
Renewal Date: 31-Jan-2006

Goods: Shades for doors and windows of automotive vehicles

VENTSHADE

Country: Ecuador
Classes: 12
Owner: Auto Ventshade Company
Agent: 002 Perez, Bustamante & Perez
Status: Registered
Application Number/Filing Date: 61993 12-Oct-1995
Registration Number/Date: DNPI188697 31-Jul-1997
Renewal Date: 31-Jul-2007

Goods: Shades for doors and windows of automotive vehicles

Remarks: REGISTERED

Friday, October 30, 1998

Trademark List

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Client: 604329 Auto Venishade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
VENTSHADE							

Country: Georgia
 Classes: A-50
 Goods: Deflectors for doors and windows of automobiles and trucks

Remarks:

VENTSHADE

Country: Mexico
 Classes: Int'l 12
 Goods: Land vehicle accessories, namely, shades for doors and windows of automotive vehicles

Remarks: App filed 8/10/95 ; client notified brief 8/21/98

VENTSHADE

Country: United States of America
 Classes: Int'l 12
 Goods: Shades for doors and windows of automotive windows

Remarks:

VENTSHADE

Country: Venezuela
 Classes: Int'l 12
 Goods: Shades for doors and windows of automotive vehicles

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Friday, October 30, 1998

Trademark List

Page: 17

Client: 604329 Auto Ventshade Company

Trademark Name

VENTSHADE & Design

Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
62787-059	Registered	71-592,297	569,872	03-Feb-2003	21-Oct-1988
			03-Feb-1953		

JMJ

Owner: Auto Ventshade Company

Country: United States of America

Classes: Int'l 12

Goods: Shades for doors and windows of automotive vehicles.

Remarks:

VENTVISOR

JMJ

Owner: Auto Ventshade Company

Country: Canada

Classes: 12

Goods: Shades and visors for doors and windows of automotive vehicles

Remarks:

VENTVISOR

JMJ

Owner: Auto Ventshade Company

Country: Chile

Classes: 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 001

VENTVISOR

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

9547279

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

10-Oct-1995

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

9547279

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

10-Oct-1995

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

9547279

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

10-Oct-1995

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

9547279

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

10-Oct-1995

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

9547279

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

10-Oct-1995

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

9547279

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

10-Oct-1995

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

9547279

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

10-Oct-1995

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

9547279

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

10-Oct-1995

Registered

62787-063

JMJ

Owner: Auto Ventshade Company

Country: Colombia

Classes: Int'l 12

Goods: Shades and visors for doors and windows of automotive vehicles

Agent: 012 Brigard & Castro

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Friday, October 30, 1998

Trademark List

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Client: 604329 Auto Ventshade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
VENTVISOR							

Country: Ecuador
 Classes: 12
 Goods: Shades and visors for doors and windows of automotive vehicles

JMJ. 62787-064 Registered 61985 DNP1187897 31-Jul-2007
 Owner: Auto Ventshade Company
 Agent: 002 Perez, Bustamante & Perez 12-Oct-1995 31-Jul-1997

Remarks: REGISTERED

VENTVISOR

Country: Georgia
 Classes: Int'l 12
 Goods: Deflectors for doors and windows of automobiles and trucks

JMJ GBH 62787-065 Registered T14,662 10-May-200
 Owner: Auto Ventshade Company 10-May-1995

Remarks: Original Certificate sent to client by Secretary of State

VENTVISOR

Country: Mexico
 Classes: Int'l 12
 Goods: Land vehicle accessories; namely, shades and visors for doors and windows of automotive vehicles

JMJ 62787-066 Registered 239776 10-Aug-1995 503203 10-Aug-1995
 Owner: Auto Ventshade Company
 Agent: 043 Olivares & Cia.

Remarks: App filed 8/10/95

VENTVISOR

Country: United States of America
 Classes: Int'l 12
 Goods: Shades and visors for doors and windows of automotive vehicles

JMJ 62787-060 Registered 165109 1,121,806 10-Jul-1999 10-Mar-1978
 Owner: Auto Ventshade Company 10-Jul-1979

Remarks:

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TRADEMARK

Friday, October 30, 1998

Trademark List

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Client: 604329 Auto Venishade Company

Trademark Name	Attorneys	Matter Number	Status	Application Number/Filing Date	Registration Number/Date	Renewal Date	First Use Date
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VENTVISOR

Country: Venezuela	JMJ GBH	62787-067	Pending	17954/95			
Classes: Int'l 12	Owner: Auto Venishade Company			13-Nov-1995			
Goods: Shades and visors for doors and windows of automotive vehicles	Agent: 042 De Sola & Pate						

WINDFLECTOR

Country: Canada	JMJ	62787-069	Registered	786196	461,840	23-Aug-2011	01-Jul-1991
	Owner: Auto Venishade Company			27-Jun-1995	23-Aug-1996		

Goods: Land vehicle accessories, namely, sunroof wind deflectors

Remarks: App filed 6/27/95; published 7/20/96; Allowance dated 6/14/96

WINDFLECTOR

Country: Chile	JMJ	62787-070	Registered	321,972	469,863	16-Oct-2006	
Classes: 12	Owner: Auto Venishade Company			05-Oct-1995	16-Oct-1996		
Goods: Land vehicle accessories, namely, sunroof wind deflectors	Agent: 001						

Goods: Land vehicle accessories, namely, sunroof wind deflectors

WINDFLECTOR

Country: Colombia	JMJ GBH	62787-071	Registered	9547272	184461	27-Feb-2006	
Classes: Int'l 12	Owner: Auto Venishade Company			10-Oct-1995	27-Feb-1996		
Goods: Land vehicle accessories, namely sunroof wind deflectors	Agent 012 Brigard & Castro						

Goods: Land vehicle accessories, namely sunroof wind deflectors

WINSTON & STRAWN

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RECIPIENT'S DIRECT DIAL NUMBER

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January 21, 1999

CERTIFIED MAIL/R.R.R.

Commissioner of Patent and Trademarks
U.S. Patent and Trademark Office
Washington D.C. 20231
Attn: Trademark Assignment Department

Re: Heller Financial, Inc./Lund

Dear Commissioner:

Enclosed is a Supplement to Assignment for Security of Patents, Trademarks and Copyrights together with a check in the amount of \$415.00 payable to the Commissioner of Patents and Trademarks for the assignment recordation fees.

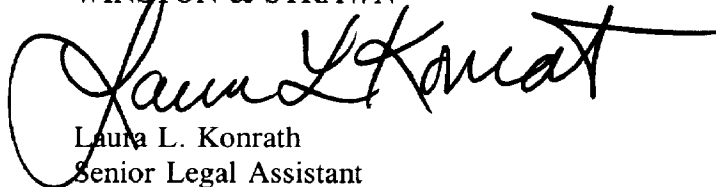
Please file the enclosed with the Trademark Assignment Department of the U.S. Patent and Trademark Office. When the filing process is completed, please send the file-stamped document to the following address:

Laura L. Konrath
WINSTON & STRAWN
35 W. Wacker Drive
Chicago, IL 60601

Should you require any additional information, please do not hesitate to call.

Thank you for your attention to this matter.

Very truly yours,
WINSTON & STRAWN



Laura L. Konrath
Senior Legal Assistant

LLK/nak
Enclosures

RECORDED: 02/01/1999

TRADEMARK
REEL: 1849 FRAME: 0327