

MRD

RECORD

02-25-1999

OMB No. 0651-0011 (excl. 4/94) 2-22-99

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Tab settings

To the Honorable Commissioner of Patents and

original documents or copy thereof.

1. Name of conveying party(ies):

Lund Industries, Incorporated

- 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, Security Agreement, Other, Merger, Change of Name

Supplement to Assignment for Security of Patents, Trademarks and Copyrights Execution Date:

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: 60661

- 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) & addresses attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,073,272 2,172,381 1,518,563 2,206,199

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

02/24/1999 DNGUYEN 00000127 2073272

6. Total number of applications and registrations involved: 4

7. Total fee (CF 3.41).....\$ 115.00

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)

01 FC:481 40.00 DP 02 FC:482 75.00 DP

DO NOT USE THIS SPACE

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

2/10/99

Date

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

Mall documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK

REEL: 1860 FRAME: 0001

**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 28th day of January 1999 by

LUND INDUSTRIES, INCORPORATED, a Minnesota corporation ("LII"),
BELMOR AUTOTRON CORP., a Delaware corporation ("Autotron"),
DFM CORP., an Iowa corporation ("DFM"),
SMITTYBILT, INC., a Delaware corporation ("Smittybilt" or "Additional Assignor")

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"), LII, Autotron, DFM, AUTO VENTSHADE COMPANY, a Delaware corporation ("AVS") (each of Deflecta, LII, Autotron, DFM and AVS, 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"), VENTSHADE HOLDINGS, INC., a Delaware corporation ("VHI") (each of LAC, BAC, Trailmaster, Delta and VHI, 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 and supplemented 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 supplemented 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) LII, Autotron and DFM have registered certain patents and/or trademarks after February 27, 1998;

(D) Holdings, Assignors, Lenders and Agent have entered into that certain Second Amendment to the Credit Agreement, dated as of December 23, 1998 (the "Second Amendment"), pursuant to which Lenders and Agent consented to the SB Acquisition; provided, that, Smittybilt, Inc., a California corporation ("Smittybilt-California"), agree to become a Borrower under the Credit Agreement;

(E) Smittybilt is the successor to Smittybilt-California by way of the merger of Smittybilt-California with and into SB Holdings, Inc., a Delaware corporation;

(F) Smittybilt has entered into (1) that certain Supplement to Credit Agreement, dated as of the date hereof (the "Credit Agreement Supplement"), pursuant to which Smittybilt has agreed to become a Borrower and Corporate Guarantor under the Credit Agreement and to be bound by the terms and provisions of the Credit Agreement, (2) that certain Supplement to Corporate Guaranty, dated as of the date hereof (the "Guaranty Supplement") pursuant to which Smittybilt 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 (3) 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, Smittybilt 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 Smittybilt, 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, Additional Assignor hereby grants to Agent for the benefit of Lenders a continuing security interest in all of 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 Additional Assignor. Additional Assignor 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, 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 Additional Assignor under any license and any license agreement with any other party, whether 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 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. Assignment. To secure the complete and timely payment and satisfaction of the Obligations, each of LII, Autotron and DFM 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 the additional Patents and Trademarks as set forth in the supplemental Schedules attached hereto.

3. Schedules. Schedules 1, 2 and 3 to the Intellectual Property Assignment are hereby supplemented by the supplemental Schedules attached hereto. Assignors and Additional Assignor hereby certify that such supplements are true, accurate and complete as of the date hereof.

4. Representations and Warranties. Assignors and Additional Assignor hereby represent and warrant to the Lenders and the Agent that:

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

4.2 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.

4.3 Authority; Enforceability. (i) The execution, delivery and performance by each Assignor and 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 Assignor and Additional Assignor, (ii) this Supplement is the legal, valid and binding obligation of each Assignor and Additional Assignor, enforceable against Additional Assignor in accordance with its terms, and (iii) this Supplement and the execution, delivery and performance by each Assignor

and 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.

5. 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.

6. Miscellaneous.

6.1 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.

6.2. 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.

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

6.4 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.

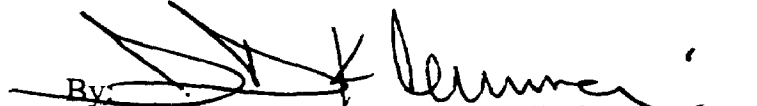
6.5 Execution in Counterparts. This Supplement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

[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.

**SMITTYBILT, INC.
LUND INDUSTRIES, INCORPORATED
BELMOR AUTOTRON CORP.
DFM CORP.**

For each of the foregoing corporations:

By: 
Name: IRA D. Kleinman
Title: Chairman of the Board

ACKNOWLEDGED AND ACCEPTED BY:

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

By: _____
Name:
Title:

[SIGNATURE PAGE TO SUPPLEMENT TO ASSIGNMENT FOR
SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS]

**TRADEMARK
REEL: 1860 FRAME: 0007**

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

I, Rosemarie J. Lamb, 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 LUND INDUSTRIES, INCORPORATED, a Minnesota corporation, BELMOR AUTOTRON CORP., a Delaware corporation, DFM CORP., an Iowa corporation, and SMITTYBILT, 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 27th day of January, 1999.

Rosemarie J. Lamb
Notary Public

My commission expires:

10/31/2000

ROSEMARIE J. LAMB
Notary Public, State of New York
No. 01LA472880
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires October 31, 2000

[SIGNATURE PAGE TO SUPPLEMENT TO ASSIGNMENT FOR
SECURITY OF PATENTS, TRADEMARKS AND COPYRIGHTS]

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Schedule II to Assignment for Security of
Patents, Trademarks and Copyrights

Smittybilt, Inc.

COPYRIGHTS

None

**Schedule III to Assignment for Security of
Patents, Trademarks and Copyrights**

TRADEMARKS

Lund Industries, Incorporated

Name	Registration Number	Date of Registration
LUND	2,073,272	6/24/97
DESIGN MARK, Leading Edge	1,518,563	7/14/98
DESIGN MARK (Hawking Silhouette)	2,172,381	7/14/98
Thermofront	2,206,199	11/24/98

Belmor Autotron Corporation

Name	Registration Number	Date of Registration
Thermofront	2,206,199	11/24/98

Smittybilt, Inc.

U.S. TRADEMARKS		
Name	Registration Number	Date of Registration
SMITTYBILT	2,038,126	2/18/1997
CALIFORNIA TRADEMARKS		
Name	Registration Number/Class	Date of Registration
SURE-STEP;	099035	6/22/1994
FEEL THE STEEL;	103831; Class INT12	1/2/1998
OUTLAND;	104050; Class INT12	7/23/1998

**Schedule I to Assignment for Security of
Patents, Trademarks and Copyrights**

U.S. PATENTS:

Lund Industries, Incorporated

Name	Registration Number	Date of Registration
Pickup Truck Extending Tonneau Cover	399,817	12/20/98
Pickup Truck Tailgate	399,468	10/13/98
Vehicle Shield Device	5,755,483	5/26/98
Windshield Visor for Motor Vehicles	5,851,044	12/22/98
Deflector Screen for Motor Vehicle	4,883,303	1/28/89

DFM Corp.

Name	Registration Number	Date of Registration
Integrated Running Board and Mud Flap	395,630	6/30/98
Running Board	397,980	9/08/98
Universal Running Board Accessory	395,267	6/16/98
Vehicle Visor	397,656	9/01/98

Smittybilt, Inc.

Name	Registration number	Date of Registration
SIDE STEP FOR MOTOR VEHICLE (Assigned by Tom G. Smith and John Delgado to Smittybilt, Inc.)	5,713,589	2/3/98

01/26/99/WFTS/11130/003/SCHEDULE/340547.1