03-27-2003

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
BELMOR PRODUCTS, INC.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation-State DE
☐ Other _____

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

2. Name and address of receiving party(ies)
Name: GENERAL ELECTRIC CAPITAL CORPORATION,

AS ADMINISTRATIVE AGENT

Street Address: 335 MADISON AVENUE, 12TH FLOOR

City: NEW YORK State: NY Zip: 10017

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☑ Corporation-State DE
☐ 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

3. Nature of conveyance:
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: 02/28/2003

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

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 2,653,867;

Additional number(s) attached ☑ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005

Street _____

City: _____ State: ____ Zip: _____

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....$ 165.00

☑ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

PENELOPE JOHNSON
Name of Person Signing

Penelope Johnson
Signature

03/17/2003
Date

Total number of pages including cover sheet, attachments, and document: 8

03/28/2003 GTON11 00000039 2653867
01 FC:8521 40.00 OP
02 FC:8522 125.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

Item 4B - Trademark Registration Nos. (Continued):

2,556,649
2,468,354
2,632,236
2,468,355
2,206,199

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2003, by **BELMOR PRODUCTS, INC.**, a Delaware corporation ("Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as Administrative Agent for the Agents and Lenders ("Administrative Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Administrative Agent, Grantor, Lund International Holdings, Inc., a Delaware corporation, Lund International, Inc., a Delaware corporation ("Lund"), Autotron Accessories, Inc., a Delaware corporation ("Autotron"), Deflecta-Shield Accessories, Inc., a Delaware corporation ("Deflecta-Shield"; Grantor, Lund, Autotron and Deflecta-Shield are referred to herein collectively as the "Borrowers"), BNP Paribas, as Co-Agent (Co-Agent and Administrative Agent are referred to herein each individually as a "Agent" and collectively as the "Agents") and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to, and to incur Letter of Credit Obligations on behalf of, Borrowers; and

WHEREAS, Agents and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Borrowers shall have executed and delivered to Administrative Agent, for itself and the ratable benefit of Agents and Lenders, that certain Borrower Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of Agents and Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Administrative Agent, on behalf of itself, Agents and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, on behalf of itself, Agents, and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank;
signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BELMOR PRODUCTS, INC.,
a Delaware corporation

By: _____
Name: Dennis W. Vollmershausen
Title: President – CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BELMOR PRODUCTS, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Administrative Agent

By: _____
Name: Ryan Cascade
Title: Duly Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

U.S. Trademark Registrations:

#	Holder	Trademark	Serial #/ Reg. #	Reg. Date
81	Belmor Products, Inc.	Belmor	2,653,867	11/26/02
82	Belmor Products, Inc.	Bugstopper	2,556,649	04/02/02
83	Belmor Products, Inc.	Coldstopper	2,468,354	07/10/01
84	Belmor Products, Inc.	DP Driver's Pride Heavy Truck Accessories & Design	2,632,236	10/08/02
85	Belmor Products, Inc.	Rockstopper	2,468,355	07/10/01
86	Belmor Products, Inc.	Thermofront	2,206,199	11/24/98

Foreign Trademark Registrations:

- None

U.S. Trademark Applications:

- None

Foreign Trademark Applications:

#	Holder	Trademark	Country	Serial #/ Reg. #	Reg. Date
87	Belmor Products, Inc.	Belmor	Australia	901562	Pending
88	Belmor Products, Inc.	Belmor	Canada	1129689	Pending
89	Belmor Products, Inc.	Belmor	Mexico	530490	Pending

Trademark Licenses

- None