

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pace-Edwards Company		10/28/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Truck Accessories Group, Inc.
Street Address:	58288 Ventura Drive
City:	Elkhart
State/Country:	INDIANA
Postal Code:	46517
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2770972	BEDLOCKER
Registration Number:	2823891	JACK RABBIT
Registration Number:	2745784	ROLL-TOP-COVER

CORRESPONDENCE DATA	
Fax Number:	(214)978-3099
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(214)965-7273
Email:	angela.l.young@bakernet.com
Correspondent Name:	Heiko Burow
Address Line 1:	Baker & McKenzie LLP
Address Line 2:	2001 Ross Ave., Suite 2300
Address Line 4:	Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	POINDEXTER - TRADEMARKS
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NAME OF SUBMITTER:	Angela L. Young
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Total Attachments: 5
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ASSIGNMENT OF MARKS

This **ASSIGNMENT OF MARKS** (this "Assignment") is made and entered into effective this 29th day of October, 2004, by and between Pace-Edwards Company, a Washington corporation ("Assignor"), whose principal office or place of business is located at 2400 Commercial Boulevard, Centralia, Washington 98531, United States of America, and Truck Accessories Group, Inc., a Delaware corporation ("Assignee"), whose principal office or place of business is located at 28858 Ventura Drive, Elkhart, Indiana, 4651, United States of America. Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Asset Purchase Agreement (as defined below).

WHEREAS, pursuant to and identified in the Asset Purchase Agreement dated _____, 2004 by and between Assignor and Assignee (the "Asset Purchase Agreement"), Assignee is purchasing from Assignor, and Assignor is selling to Assignee, all of Assignor's trademarks, service marks, trade names, trade dress, logos and slogans, other indicia of origin, and domain names, and any and all registrations and applications for registration thereof, existing anywhere, including, without limitation, such marks as are set forth on Schedule I of this Assignment and the trade name and corporate name "Pace-Edwards" (collectively, the "Marks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and transfer to Assignee, and Assignee desires to receive and acquire from Assignor, all of Assignor's right, title and interest in and to the Marks.

NOW, THEREFORE, in consideration of the foregoing, the receipt herewith of U.S. \$1.00, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, sell, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to the Marks, together with all the goodwill of Assignor's business in connection with which the Marks have been used or are intended to be or may be used, and the Acquired Assets with which the Marks are or are intended to be or may be used and all claims, if any, which may have arisen thereunder prior to the date of this Assignment, and the right to recover for damages and profits and all other remedies for past, present and future infringements of any of the Marks or any registrations and applications therefore.

Assignor shall cause, and hereby authorizes, the United States Patent and Trademark Office to record Assignee as the owner of the U.S. registrations set forth on Schedule I of this Assignment and the Trade-marks Office of the Canadian Intellectual Property Office to record Assignee as the owner of the Canadian applications, and any resulting registrations, set forth on Schedule I, and to issue any certificates of registration or recordation, present, pending or future, for any application or registration of any Marks to Assignee.

Assignor further covenants that Assignee will, upon request, be provided promptly with all pertinent facts and documents relating to the Marks as may be known and accessible to Assignor and will testify as to the same in any office action, opposition or litigation related thereto and will promptly execute and deliver to Assignee or its legal representative any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the

Marks in the United States and/or in any foreign country which may be necessary or desirable to carry out the purposes thereof.

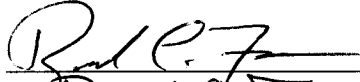
Upon request of Assignee, at any time, Assignor shall promptly perform all reasonable acts, execute, acknowledge, deliver and/or cause to be delivered any letter of consent and any further assurances, instruments, affidavits, or documents, and provide any other assistance and cooperation as may be reasonably necessary or appropriate to cause a registration of any of the Marks for the full benefit of Assignee, to change ownership of the Marks and any registration and application for the Marks to Assignee, to perfect in Assignee full, sole and complete ownership in and to all rights, title and interest in and to the Marks and any registrations and applications therefore, and to fulfill all the terms and conditions of this Assignment.

This Assignment is executed and delivered pursuant to the Asset Purchase Agreement and is for recordal purposes. This Assignment shall not be deemed to defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Asset Purchase Agreement, and in the event of any conflict between the Asset Purchase Agreement and this Assignment, the Asset Purchase Agreement shall prevail.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment of Marks to be executed as of the day and year first written above.

ASSIGNOR

PACE-EDWARDS COMPANY

By: 
Name: Ronald C. Fox
Title: President

ASSIGNEE

TRUCK ACCESSORIES GROUP, INC.

By: _____
Name: _____
Title: _____

[NOTARY JURAT APPEARS ON NEXT PAGE]

STATE OF Washington

COUNTY OF Lewis

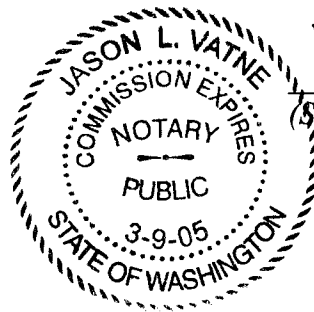
On October 28th, 2004, before me Ronald C. Fox, President
(name, title of officer, e.g. "Jane Doe, Public Notary)

personally appeared Ronald C. Fox, an authorized officer of Pace-Edwards Company
(name(s) of signer(s))

- personally known to me – OR –

- proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity/ies, and that by his her/their signature(s) on the instrument, the person(s), or the entity upon behalf of which person(s) acted, executed the instrument.

Witness my hand and official seal.



[Signature]
(Signature of Notary) Exp. 3-9-2005

SCHEDULE I

Mark	Docket No.	Country	Class	App. No.	Filing Date	Reg. No.	Reg. Date	Publication/Allowance Date	Comments/Status
BEDLOCKER	T04	USA	12	76/398,946	4/23/02	2,770,972	10/7/03	Pub. 7/15/03	Registered: Section 8 & 15 due 10/7/08-10/7/09 Registration Renewal due 10/7/13
BEDLOCKER	T06	CANADA	12	1156307	10/18/02				Pending
JACKRABBIT	T05	USA	9	76/405,734	5/10/02	2,823,891	3/16/04	Pub. 2/25/03;	Registered: Section 8 & 15 due 3/16/09-3/16/10
JACKRABBIT	T07	CANADA	12	1156813	10/23/02				Pending
ROLL-TOP-COVER	T02	USA	12	76/140,979	10/03/00	2,745,784	8/5/03	Pub. 5/13/03	Section 8 and 15 due 8/5/08-09

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RECORDED: 11/15/2004