

03-07-2005



To the Director of the U. S. Patent and Trademark Office

102856977

Documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Truck Accessories Group, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) Dec. 6, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: LaSalle Bank National Association, as Agent

Internal Address: _____

Address: _____

Street Address: 135 S. LaSalle Street

City: Chicago

State: IL

Country: USA Zip: 60603

Association Citizenship US

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship _____

Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,770,972 2,745,784 2,823,891

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP

233 S. Wacker Drive, Suite 5800

City: Chicago

State: IL Zip: 60606

Phone Number: 312/876-6541

Fax Number: 312/993-9767

Email Address: Kristin.Brozovic@lw.com

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date 12/01/05

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Kristin Brozovic
Signature

3/2/05

Date

Kristin Brozovic

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

3-7-05

03/08/2005 DBYRNE

01 FC:8521
02 FC:8522

00000107 2770972

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to
Mail Stop 0008, Document Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22303-1450
50.00 OP

03/08/2005 DBYRNE 00000107 2770972

01 FC:8523

FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the "**Supplement** ") made as of this 6th day of December, 2004, by Truck Accessories Group, Inc., a Delaware corporation ("**Grantor**") in favor of LaSalle Bank National Association, as agent ("**Agent**") for itself and various other lenders ("**Lenders**") with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603.

WITNESSETH

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement dated as of March 15, 2004 (as amended, restated or otherwise modified from time to time, the "**Trademark Security Agreement**," which was recorded by Agent on March 19, 2004 at Reel 002815 Frame 0063 in the United States Patent and Trademark Office; capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Patent Security Agreement); and

WHEREAS, Grantor has acquired certain new Trademarks (as defined in the Trademark Security Agreement), and pursuant to Section 5 of the Trademark Security Agreement, Grantor and Agent have agreed to supplement Schedule A and Schedule B to Trademark Security Agreement to include such new Trademarks.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor and Agent agree as follows:

1. Supplement. The parties hereto agree that the Trademark Security Agreement is hereby supplemented and amended by adding to Schedule A and Schedule B to the Trademark Security Agreement the Trademarks listed on Schedule A and Schedule B hereto. The parties hereto acknowledge and agree that nothing contained in this Supplement shall be deemed to release or otherwise affect any of the Trademarks described on Schedule A and Schedule B to the Trademark Security Agreement as in effect immediately prior to the date of this Supplement.

2. Expenses. As set forth in subsection 4(c)(v) of the Loan Agreement, Grantor shall reimburse Agent for all costs and expenses, including, without limitation, legal expenses and reasonable attorneys' fees (whether for internal or outside counsel) incurred by Agent in connection with this Supplement.

3. Severability. The provisions of this Supplement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Supplement in any jurisdiction.

4. Binding Effect; Benefits. This Supplement shall be binding upon Grantor and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

5. Governing Law. This Supplement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

6. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

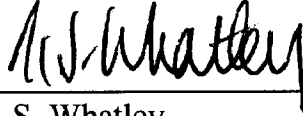
7. Ratification. Each of the Grantor and the Agent hereby acknowledges and agrees that except as expressly amended herein, all of those terms and provisions of the Trademark Security Agreement in effect immediately prior to the date of this Supplement are hereby ratified and confirmed in all respects and shall remain in full force and effect.

8. Counterparts. This Supplement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature Page Follows]

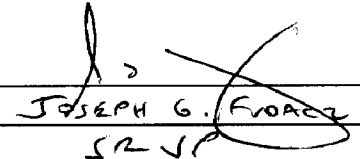
IN WITNESS WHEREOF, Grantor has duly executed this Supplement as of the date first written above.

TRUCK ACCESSORIES GROUP, INC.

By: 
Name: R.S. Whatley
Its: Vice President

Agreed and Accepted
As of the Date First Written Above

LASALLE BANK NATIONAL ASSOCIATION,
as Agent

By: 
Name: JOSEPH G. FIROZZI
Its: JR

SCHEDULE A
TO
FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS

	<u>Trademark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
1.	BEDLOCKER	2,770,972	10/07/2003
2.	JACKRABBIT	2,823,891	03/16/2004
3.	ROLL-TOP-COVER	2,745,784	08/05/2003

U.S. TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>U.S. Serial No.</u>	<u>Filing Date</u>
		None	

Sch.A-1

SCHEDULE B
TO
FIRST SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
CANADIAN TRADEMARK REGISTRATIONS

<u>Trademark</u>	<u>Canadian Registration No.</u>	<u>Registration Date</u>
	None	

CANADIAN TRADEMARK APPLICATIONS

	<u>Trademark</u>	<u>Canadian Application No.</u>	<u>Filing Date</u>
1.	BEDLOCKER	1156307	10/18/2002
2.	JACKRABBIT	1156813	10/23/2002

Sch.B -1

CH728628.2

RECORDED: 03/07/2005

TRADEMARK
REEL: 003041 FRAME: 0408