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01-12-2005
102918374

December 30, 2004

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

TRADEMARKS ONLY

OUR FILE NO. 20041154, 20041057

Mail Stop Assignment Recordation Services
Director of the U.S. Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

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

1. Name of Party(ies) conveying an interest:
Trenz

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

2. Name and Address of Party(ies) receiving an interest:

Name: Lund International, Inc.
Street Address: 911 Lund Blvd.
City: Anoka
State: Minnesota Zip: 55303

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

If assignee is not domiciled in the United States, a domestic representative designated is attached: Yes No
(Designation must be a separate document from Assignment)

OPR/FINANCE
2005 JAN -7 PM 12:55

01/10/2005 EDOOPER 00000084 75645767
01 FC:8521 40.00 DP
02 FC:8522 25.00 DP
Repl. Ref: 01/10/2005 EDOOPER 0014013900
DAN:081265 Name/Number:75645767
FC: 9204 \$15.00 CR

3. Nature of Conveyance:

<input checked="" type="checkbox"/>	Assignment	<input type="checkbox"/>	Merger
<input type="checkbox"/>	Security Agreement	<input type="checkbox"/>	Change of Name
<input type="checkbox"/>	Other _____		

Execution Date: August 16, 2004

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

A. Trademark Application No.(s) 75/645,767

B. Trademark Registration No.(s) 2,901,118

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

Name: James T. Nikolai, Esq.
NIKOLAI & MERSEREAU, P.A.
Street Address: 900 Second Avenue South, #820
City: Minneapolis State: MN Zip: 55402-3325

6. Number of applications and registrations involved: 2

7. Total Fee (37 CFR 3.41): \$80.00

A check is enclosed.

8. The Commissioner is authorized to charge any fees or refund any overpayment under 37 CFR 2.6 which may be required by this paper to Deposit Account No. 08-1265.

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.

James T. Nikolai
Name of Person Signing


Signature

Date: December 30, 2004

Total number of pages including cover sheet, attachments and document: 5

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** is made and entered into this 16 day of August, 2004, by and between Trenz, a California corporation (the "Assignor") and Lund International, Inc., a Delaware corporation or its affiliates (the "Assignee"). Capitalized terms used but not defined in this Agreement shall have the meaning ascribed to such terms in the Asset Purchase Agreement (defined below).

WHEREAS, pursuant to and identified in the Asset Purchase Agreement dated May 20, 2004 (the "Asset Purchase Agreement") by and between Assignor and Assignee, Assignee is purchasing from Assignor and Assignor is selling to Assignee all of the Assignor's trademarks, service marks, trade names, trade dress, logos and slogans and registration and applications for registration thereof (the "Trademarks"), including, without limitation, such Trademarks as are set forth on Schedule I of this Agreement; and

WHEREAS, pursuant to the Asset Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Trademarks and Assignee desires to acquire the same.

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 Trademarks, together with the goodwill of Assignor's business in connection with which the Trademarks have been used or are intended to be used, and the Acquired Assets with which the marks are or are intended to be used and all claims, if any, which may have arisen thereunder prior to the date of this Assignment of Trademarks.

This Agreement is executed and delivered pursuant to the Asset Purchase Agreement. This Agreement 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 Agreement, the Asset Purchase Agreement shall prevail.

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

ASSIGNOR

TRENZ

By: Ronald C. Fox
Name: Ronald C. Fox
Title: President

ASSIGNEE

LUND INTERNATIONAL, INC.

By: Stephen S. Treichel
Name: STEPHEN S. TREICHEL
Title: VP

[NOTARY JURAT APPEARS ON NEXT PAGE]

STATE OF Colorado

COUNTY OF Denver

On August 14, 2004, before me Patricia Mata Notary
(name, title of officer, e.g. "Jane Doe, Public Notary)

personally appeared Ronald C Fox, an authorized officer of Trenz
(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.

Patricia Mata
(Signature of Notary)

SCHEDULE I

1. US Trademark Application – Serial Number: 76436799
2. US Trademark Application – Serial Number: 75645767

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