

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Elkhart Plastics, Inc.		04/25/2006	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	Landsbanki Islands hf		
Street Address:	Hafnarstraeti 5		
City:	155 Reykjavik		
State/Country:	ICELAND		
Entity Type:	Bank: ICELAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2872965	SUV CARGO CADDY	
CORRESPONDENCE DATA			
Fax Number:	(202)585-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-585-8264		
Email:	sfreedman@nixonpeabody.com		
Correspondent Name:	Susan M. Freedman, Esq.		
Address Line 1:	Nixon Peabody LLP		
Address Line 2:	401 9th Street, N.W., Suite 900		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	043166-1		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

CH \$40.00 2872965

Address Line 4:

NAME OF SUBMITTER:

Susan M. Freedman

Signature:

/susan m. freedman/

Date:

05/30/2006

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 25th day of April, 2006 by Elkhart Plastics, Inc., an Indiana corporation ("Grantor") in favor of Landsbanki Islands hf, in its capacity as Agent for the Lenders party to the Facilities Agreement (defined below) ("Grantee"):

W I T N E S S E T H

WHEREAS, Grantor, Grantee and certain other financial institutions and companies have entered into a certain term and revolving facilities agreement dated September 7, 2005 pursuant to which the lenders thereunder agreed to make available to the borrowers thereunder term and revolving facilities up to an aggregate principal amount of €40,500,000 (the "Original Facilities Agreement"), and such parties have agreed to amend and restate the Original Facilities Agreement pursuant to the terms and conditions of the Amendment and Restatement Agreement dated as of the date hereof (such agreement, together with the Original Facilities Agreement, as each may be amended, restated, modified or supplemented and in effect from time to time, collectively, the "Facilities Agreement");

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Facility Agreement;

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 agrees as follows:

Incorporation of Facility Agreement and Security Agreement. The Facility Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Security Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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

ELKHART PLASTICS, INC.

By: *Ronald L. Gieseler*
Its: _____

Agreed and Accepted
As of the Date First Written Above

LANDSBANKI ISLANDS hf,
as Agent

By: _____
Its: _____

each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

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

ELKHART PLASTICS, INC.

By: _____
Its: _____

Agreed and Accepted
As of the Date First Written Above

LANDSBANKI ISLANDS hf,
as Agent

By: Rones Dimme
Its: _____

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
SUV CARGO CADDY Word Mark: SUV CARGO CADDY	2,872,965	August 10, 2004

Goods and Services: Class
12 – for vehicle storage
drawer system, namely a
drawer that is suitable for
placing in the rear of the
cargo area of a vehicle used to
carry equipment, tools and
other items.

Application Filed With: U.S.
Patent & Trademark Office

Filing Date: July 24, 2002
Owner: Elkhart Plastics, Inc.

Type of Mark: Trademark

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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UNREGISTERED TRADEMARKS

“Superior Piers”

N2677242