

11-03-2006

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

REC

103331990

TRADEMARK OFFICE

2006 NOV -2 AM 11:00

11.2.06

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents with the new address(es) below.

1. Name of conveying party(ies):

Truck Accessories Group, Inc

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

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) September 30, 2006

- Assignment
- Security Agreement
- Other Certificate of Conversion
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Truck Accessories Group, LLC

Internal

Address: c/o J.B. Poindexter & Co., Inc.

Street Address: 1100 Louisiana Street, Suite 5400

City: Houston

State: Texas

Country: USA

Zip: 77002

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other Limited Liability

Citizenship USA
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)
78/866059 78/866070 78/866049 78/866056

B. Trademark Registration No.(s)
1564342 2770972 2954460 733332 2823891 2545911 1102069 1001017 3052391 2745784

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: Clarence E. Eriksen

Internal Address: Suite 3100

Street Address: Nine Greenway Plaza

City: Houston

State: Texas Zip: 77046

Phone Number: 713-572-3700

Fax Number: 713-573-3703

Email Address: ceriksen@eriksenip.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- 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 _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:

Clarence E. Eriksen
Signature

Oct. 24, 2006
Date

Clarence E. Eriksen
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22313-1450

CERTIFICATE OF CONVERSION

of

TRUCK ACCESSORIES GROUP, INC., a Delaware corporation,

into

TRUCK ACCESSORIES GROUP, LLC, a Delaware limited liability company

Truck Accessories Group, Inc., a Delaware corporation (the "Corporation"), for the purpose of converting the Corporation into Truck Accessories Group, LLC, a Delaware limited liability company (the "LLC"), hereby certifies as follows:

1. The date on which and jurisdiction where the Corporation was first created was August 5, 1987, in the State of Delaware.
2. The jurisdiction of the Corporation immediately prior to the filing of this Certificate is the State of Delaware.
3. The name of the Corporation immediately prior to the filing of this certificate is Truck Accessories Group, Inc.
4. The name of the LLC as set forth in the Certificate of Formation therefor filed herewith is Truck Accessories Group, LLC.
5. The future effective time of the conversion will be 11:59 p.m. Eastern Daylight Time on September 30, 2006.

Executed on September 22, 2006.

TRUCK ACCESSORIES GROUP, INC.

By: 
Robert S. Whatley, Vice President

**PLAN OF CONVERSION
OF
TRUCK ACCESSORIES GROUP, INC.
(a Delaware corporation)
INTO
TRUCK ACCESSORIES GROUP, LLC
(a Delaware limited liability company)**

THIS PLAN OF CONVERSION (the "Plan"), is entered into by **TRUCK ACCESSORIES GROUP, INC.**, a Delaware corporation (hereinafter referred to as the "Converting Corporation").

WITNESSETH:

WHEREAS, the Converting Corporation is a corporation duly organized and validly existing under the laws of the State of Delaware;

WHEREAS, the members of the Board of Directors of the Converting Corporation deem it advisable and in the best interests of the Converting Corporation and its stockholder that the Converting Corporation convert into **TRUCK ACCESSORIES GROUP, LLC**, a Delaware limited liability company, as provided herein (the "Conversion") and in resolutions duly adopted and approved pursuant to the terms and provisions of this Plan;

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, in accordance with the provisions of applicable law, the parties hereby agree as follows:

**ARTICLE I
General**

1.1. The Conversion. The members of the Board of Directors and the sole stockholder of the Converting Corporation (the "Stockholder") agree to effect the Conversion, subject to the terms and conditions herein set forth. This Plan shall be submitted to the Stockholder for adoption and approval in accordance with the Delaware General Corporation Law (the "DGCL") by a consent in writing executed by the Stockholder.

1.2. Converted LLC. Pursuant to Section 18-214 of the Delaware Limited Liability Company Act (the "DLLCA"), the Converting Corporation shall file a certificate of conversion and pay the required fees to the Delaware Secretary of State. Following the acceptance of such filing, the effective time of the Conversion shall be delayed until 11:59 p.m. Eastern Daylight Time on September 30, 2006 (the "Effective Time") and upon such time the Conversion shall be accomplished by converting the Converting Corporation into Truck Accessories Group, LLC, a Delaware limited liability company (hereinafter sometimes referred to as the "Converted LLC"), and the existence of the Converting Corporation shall continue in the organizational form of the Converted LLC.

1.3. **Organizational Form of Converted Equity.** From and after the Effective Time, the Converted LLC shall be a limited liability company organized under the laws of the State of Delaware.

1.4. **Certificate of Formation of the Converted LLC.** From and after the Effective Time, the Certificate of Formation of the Converted LLC (attached as **Exhibit "A"** hereto and to the certificate of conversion to be filed with the Delaware Secretary of State) shall be and remain the Certificate of Formation of the Converted LLC, until altered, amended or repealed.

1.5. **Limited Liability Company Agreement of the Converted LLC.** From and after the Effective Time, the Limited Liability Company Agreement of the Converted LLC (attached as **Exhibit "B"** hereto shall be and remain the Limited Liability Company Agreement of the Converted LLC, until altered, amended or repealed.

1.6. **Managers.** From and after the Effective Time, the managers of the Converted LLC shall be those persons set forth in the Limited Liability Company Agreement of the Converted LLC. From and after the Effective Time of the Merger, the persons who are managers of the Converted LLC as a result of the Conversion shall hold office subject to the provisions of the DLLCA and the Limited Liability Company Agreement of the Converted LLC.

1.7. **Officers.** From and after the Effective Time, the officers of the Converted LLC shall be those persons constituting the officers of the Converting Corporation immediately prior to the Effective Time, each of whom shall serve in the same capacity or capacities in which he or she served immediately prior to the Effective Time. The officers of the Converted LLC shall hold office subject to the provisions of the DLLCA and the Limited Liability Company Agreement of the Converted LLC.

1.8. **Effects of the Conversion.** At the Effective Time, (a) the Converting Corporation shall be converted into the Converted LLC and the Converted LLC shall thereafter be subject to all of the provisions of the DLLCA, except that notwithstanding § 18-201 of the DLLCA, the existence of the Converted LLC shall be deemed to have commenced on the date the Converting Corporation commenced its existence in the jurisdiction in which the Converting Corporation was first incorporated, (b) the Conversion of the Converting Corporation into the Converted LLC shall not be deemed to affect any obligations or liabilities of the Converting Corporation incurred prior to the Conversion or the personal liability of any person incurred prior to the Conversion, (c) all of the rights, privileges and powers of the Converting Corporation, and all property, real, personal and mixed, and all debts due to the Converting Corporation, as well as all other things and causes of action belonging to the Converting Corporation, shall remain vested in the Converted LLC and shall be the property of the Converted LLC, and the title to any real property vested by deed or otherwise in the Converting Corporation shall not revert or be in any way impaired by reason of the Conversion; but all rights of creditors and all liens upon any property of the Converting Corporation shall be preserved unimpaired, and all debts, liabilities and duties of the Converting Corporation shall remain attached to the Converted LLC, and may be enforced against it to the same extent as if said debts, liabilities and duties had originally been incurred or contracted by it in its capacity as the Converted LLC, (d) the rights, privileges, powers and interests in property of the Converting Corporation, as well as the debts, liabilities

and duties of the Converting Corporation, shall not be deemed, as a consequence of the Conversion, to have been transferred to the Converted LLC for any purpose, (e) the Converting Corporation shall not be required to wind up its affairs or pay its liabilities and distribute its assets, and the Conversion shall not be deemed to constitute a dissolution of the Converting Corporation, and (f) the Converted LLC shall be deemed to be the same entity as the Converting Corporation and the Conversion shall constitute a continuation of the existence of the Converting Corporation in the form of the Converted LLC.

1.9. Additional Acts. The Converting Corporation hereby agrees that at any time, or from time to time, as and when requested by the Converted LLC, or by its successors and assigns, it will execute and deliver, or cause to be executed or delivered in its name by its last acting officers, or by the corresponding officers of the Converted LLC, all such conveyances, assignments, transfers, deeds or other instruments, and will take or cause to be taken such further or other action as the Converted LLC, its successors or assigns, may deem necessary, desirable or appropriate in order to evidence the transfer, vesting or devolution of any property, right, privilege, immunity or franchise, or to vest or perfect in or confirm to the Converted LLC, its successors and assigns, title to and possession of all of the property, rights, privileges, powers, immunities, franchises, leases and interests referred to in this Article I and otherwise to carry out the intent and purposes hereof.

ARTICLE II
Shares of Stock of the Converting Corporation

2.1. Conversion of Shares of Capital Stock. The manner of the conversion of the shares of capital stock of the Converting Corporation upon the Effective Date shall be as hereinafter set forth in this Section 2.1. All of the shares of capital stock of the Converting Corporation issued and outstanding and held by the Stockholder immediately prior to the Effective Date, and all rights in respect thereof, shall thereupon, by virtue of the Conversion and without any further action on the part of the holder thereof, automatically become and be converted into all of the membership interests of the Converted LLC. After the Effective Time, the Stockholder shall be entitled only to the rights provided in this Plan.

Exhibit A

Certificate of Formation

**CERTIFICATE OF FORMATION
OF
TRUCK ACCESSORIES GROUP, LLC**

The undersigned, acting as the sole organizer of a limited liability company under the Delaware Limited Liability Company Act (the "*Act*"), adopts the following Certificate of Formation for Truck Accessories Group, LLC (the "*Company*"):

**ARTICLE ONE
NAME**

The name of the Company is Truck Accessories Group, LLC.

**ARTICLE TWO
REGISTERED OFFICE AND REGISTERED AGENT**

The address of its registered office in the State of Delaware is Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company

**ARTICLE THREE
EFFECTIVE TIME**

The future effective time of the formation of the Company will be 11:59 p.m. Eastern Daylight Time on September 30, 2006.

Executed effective as of September 22, 2006.

John W. Menke, Organizer

LIMITED LIABILITY COMPANY AGREEMENT
OF
TRUCK ACCESSORIES GROUP, LLC

ARTICLE I
Definitions

"Act" means the Delaware Limited Liability Company Act, as amended from time to time (or any corresponding provisions of succeeding law).

"Capital Contribution" means any contribution to the capital of the Company by the Member pursuant to Sections 3.1 and 3.2 of this Agreement.

"Certificate" means the Certificate of Formation of the Company as filed with the Secretary of State of Delaware pursuant to the Act.

"Company" means Truck Accessories Group, LLC.

"Member" means any Person that becomes a Member pursuant to this Limited Liability Company Agreement.

"Membership Interest" means the Member's entire interest in the Company.

"Person" means any natural person, partnership, limited partnership, trust, estate, association, limited liability company, limited liability partnership, or corporation.

"Plan of Conversion" means the Plan of Conversion adopted by Truck Accessories Group, Inc., a Delaware corporation, pursuant to which such corporation was converted into the Company.

"Reserves" means, with respect to any fiscal year, funds set aside or amounts allocated during such period to reserves which shall be maintained in amounts deemed sufficient by the Member for working capital and to pay taxes, insurance, debt service or other costs or expenses incident to the ownership or operation of the Company's business.

ARTICLE II
Organizational Matters

Section 2.1 Formation and Continuation.

(a) The Company was formed upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware and is a continuation of Truck Accessories Group, Inc., which was incorporated in Delaware on August 5, 1987.

(b) The Company's existence shall be perpetual or until the earlier termination of the Company pursuant to Article IX of this Limited Liability Company Agreement.

Section 2.2 Name. The name of the Company is, and the business of the Company shall be conducted under the name of, "Truck Accessories Group, LLC". The name of the Company may be changed from time to time by amendment of the Certificate. The Company may transact business under an assumed name by filing an assumed name certificate in the manner prescribed by applicable law.

Section 2.3 Purpose. The purpose for which the Company is organized is any lawful purpose for which limited liability companies may be organized under the laws of the State of Delaware.

Section 2.4 Powers. The Company shall have the powers provided for a limited liability company under the Act.

Section 2.5 Offices.

(a) The principal office of the Company shall be determined from time to time by the Managers.

(b) The registered office of the Company required by the Act to be maintained in the State of Delaware, may be, but need not be, identical with the principal office.

(c) The Company may also have offices at such other places, both within and without the State of Delaware, as the Managers may from time to time determine or the business of the Company may require. The Managers will cause the Company to be qualified as a foreign limited liability company in all states in which the Company does business.

Section 2.6 Registered Office and Registered Agent. The Company's initial registered office shall be at the office of its registered agent at 1209 Orange Street, Wilmington, Delaware 19801, and the name of its initial registered agent at such address shall be The Corporation Trust Company. The Company may change the registered office and registered agent from time to time by filing the appropriate statements with the Delaware Secretary of State pursuant to the Act.

Section 2.7 Term. The sole member is J.B. Poindexter & Co., Inc., 1100 Louisiana, Suite 5400, Houston, Texas 77002.

ARTICLE III
Capital Contributions of Member

Section 3.1 Initial Capital Contribution. In lieu of an Initial Capital Contribution, the Member's ownership interest in Truck Accessories Group, Inc. was converted into the outstanding membership interests in the Company pursuant to the Plan of Conversion.

Section 3.2 Additional Capital Contributions. The Member shall not be required to make any additional Capital Contributions. If the Member believes that it would be in the best interest of

the Company to seek additional capital, the Member may make additional Capital Contributions as needed.

ARTICLE IV Accounting and Distributions

Section 4.1 Method of Accounting. The Company's books shall be kept in accordance with accounting principles applied on a consistent basis using the method of accounting that the Managers deem appropriate.

Section 4.2 Distributions of Net Cash Flow. All distributions of cash or property shall be made to the sole Member as the Managers deem fit.

ARTICLE V Management of Company

Section 5.1 Management by Managers. (a) Except for situations in which the approval of the Member is required by this Limited Liability Company Agreement or by nonwaivable provisions of applicable law, and subject to the provisions of Section 5.2, (i) the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed under the direction of, the Managers; and (ii) the Managers may make all decisions and take all actions for the Company not otherwise provided for in this Limited Liability Company Agreement.

(b) Notwithstanding the provisions of Section 5.1(a), the Managers may not cause the Company to do any of the following without complying with the applicable requirements set forth below:

(i) sell, lease, exchange or otherwise dispose of (other than by way of a pledge, mortgage, deed of trust or trust indenture) all or substantially all the Company's property and assets (with or without good will), other than in the usual and regular course of the Company's business, without complying with the applicable procedures set forth in the Act;

(ii) be a party to (i) a merger, or (ii) an exchange or acquisition of membership interests, without complying with the applicable procedures set forth in the Act, including, without limitation, the requirements regarding approval by the Member (unless such provision is rendered inapplicable by another provision of applicable law); and

(iii) amend or restate the Certificate, without complying with the applicable procedures set forth in the Act.

Section 5.2 Number and Term of Office. The initial Managers shall be John B. Poindexter and Stephen Magee. Each Manager shall hold office for the term for which he is elected and thereafter until his successor shall have been elected and qualified, or until his earlier death,

resignation or removal. Unless otherwise provided in the Certificate, the Managers need not be a Member or a resident of the State of Delaware. Any Manager may be removed, either with or without cause, by the Member at any time. Any Manager may resign at any time by giving notice to the Member. Any resignation shall take effect upon receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled by the Member.

ARTICLE VI Officers

Section 6.1 Officers.

(a) **Appointment of Officers.** The Managers may appoint officers at any time. The officers shall serve at the pleasure of the Managers. Any individual may hold any number of offices. The officers shall exercise such powers and perform such duties as shall be determined from time to time by the Managers. Unless otherwise provided by the Managers, officers appointed hereunder shall have the powers and responsibilities normally accorded to officers with such titles of corporations formed under the Delaware General Corporation Law.

(b) **Removal, Resignation and Filling of Vacancy of Officers.** Any officer may be removed, either with or without cause, by the Managers at any time. Any officer may resign at any time by giving notice to the Managers. Any resignation shall take effect upon receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective. A vacancy in any office because of death, resignation, removal, disqualification or any other cause shall be filled in the manner prescribed by the Managers.

ARTICLE VII Rights and Duties of Member

Section 7.1 Limitation of Liability. The Member shall not be liable for the debts and obligations of the Company.

Section 7.2 Admission of New Members. New Members may be admitted to the Company by consent of the Member.

ARTICLE VIII Indemnification and Insurance

Section 8.1 Right to Indemnification. The Company shall indemnify and defend any person who was or is a party or is threatened to be made a party to any threatened, pending or

completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Manager or officer, or, at the discretion of the Managers, an employee or agent of the Company, or is or was serving at the request of the Company as a Manager or officer, or, at the discretion of the Managers, an employee or agent of another company, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Company, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

The Company shall indemnify and defend any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that he is or was a Manager or officer, or, at the discretion of the Managers, an employee or agent of the Company, or is or was serving at the request of the Company as a Manager, director, officer, or, at the discretion of the Managers, an employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including attorneys' fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Company and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company unless and only to the extent that the court of equity or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court of equity or such other court shall deem proper.

The determination that an officer or Manager, or, at the discretion of the Managers, an employee or agent has met the applicable standard of conduct set forth in Section 8.1 herein (unless indemnification is ordered by a court) shall be made (i) by the Managers if they are not a party to such action, suit or proceeding, or (ii) by independent legal counsel in a written opinion, or (iii) by the sole Member.

Section 8.2 Advance Payment. Expenses (including reasonable attorneys' fees) incurred by an officer or Manager in defending a civil or criminal action, suit or proceeding referred to in Section 8.1 herein shall be paid directly by the Company on or prior to the due date in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Manager or officer to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Company as authorized in this Article VIII. Such expenses incurred

by other employees and agents may be so paid upon such terms and conditions, if any, as the Managers, in their sole discretion, deem appropriate.

The indemnification and advancement of expenses provided hereunder or granted pursuant to this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any regulation, agreement, vote of members or disinterested Managers or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. The Managers shall also have the authority to authorize the Company to make advances with respect to and to indemnify any person named in Section 8.1 herein against, or to make payments on behalf of or to reimburse such person for, any costs or expenses (including attorneys' fees), judgments or fines or amounts paid in settlement in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative to the extent not inconsistent with law as evidenced by an opinion of counsel.

Section 8.3 Insurance. The Company may purchase and maintain insurance on behalf of any person who is or was a Manager, officer, employee or agent of the Company, or is or was serving at the request of the Company as a Manager, director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Company would have the power to indemnify him against such liability under the provisions of this Article VIII.

ARTICLE IX Dissolution

Section 9.1 Dissolution. The Company shall be dissolved upon the decision of the Member to dissolve the Company. The Member shall then deliver a Certificate of Cancellation to the Delaware Secretary of State for filing that includes the name of the Company and the effective date of its dissolution.

Section 9.2 Effect of Events of Dissolution. Upon an event of dissolution, the Company shall cease to carry on its business, except insofar as it may be necessary for the winding up of its business, but its separate existence shall continue until activities set forth in Section 9.3 have been completed.

Section 9.3 Winding Up; Liquidation and Distribution of Assets. If the Company is dissolved and its affairs are to be wound up, the Member shall:

- (a) Sell or otherwise liquidate all of the Company's assets as promptly as possible (except to the extent the Member may determine to distribute any assets to it in kind);

- (b) Discharge all liabilities of the Company, including liabilities to it if considered a creditor to the extent otherwise permitted by law, not including liabilities to it for distributions;
- (c) Establish such Reserves as may be reasonably necessary to provide for contingencies or liabilities of the Company; and
- (d) Distribute the remaining cash and assets of the Company to itself.

ARTICLE X
Miscellaneous Provisions

Section 10.1 Application of Delaware Law. This Limited Liability Company Agreement and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Delaware.

Section 10.2 Amendments. This Limited Liability Company Agreement may be amended at any time by the Member.

Section 10.3 Execution of Additional Instruments. The Member shall execute such other and further statements of interest and holdings, designations, powers of attorney and other instruments as may be necessary to comply with any laws, rules or regulations or to carry out the purposes of this Limited Liability Company Agreement.

Section 10.4 Construction. Whenever the singular form of a word is used in this Limited Liability Company Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders and vice versa.

Section 10.5 Headings. The headings in this Limited Liability Company Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Limited Liability Company Agreement or any provisions thereof.

Section 10.6 Severability. If any provision of this Limited Liability Company Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Limited Liability Company Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Section 10.7 Successors and Assigns. Each and all of the covenants, terms, provisions and agreements in this Limited Liability Company Agreement shall be binding upon and inure to the benefit of the sole Member, and, to the extent permitted by this Limited Liability Company Agreement, his respective successors and assigns.

ARTICLE XI
Subject to All Laws

Section 11.1 Subject to All Laws. The provisions of this Limited Liability Company Agreement shall be subject to all valid and applicable laws, including, without limitation, the Act as now or hereafter amended, and in the event that any of the provisions of this Limited Liability Company Agreement are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Limited Liability Company Agreement shall be deemed modified accordingly, and, as so modified, to continue in full force and effect.

CERTIFICATION OF ADOPTION

The undersigned Member of the Company does hereby certify that this Limited Liability Company Agreement was duly adopted by the Company effective as of the 30th day of September, 2006.

J.B. POINDEXTER & CO., INC.

By: _____
Robert S. Whatley, Vice President

Delaware

PAGE 1

The First State

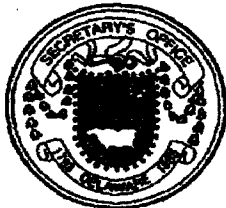
I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "TRUCK ACCESSORIES GROUP, INC." TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "TRUCK ACCESSORIES GROUP, INC." TO "TRUCK ACCESSORIES GROUP, LLC", FILED IN THIS OFFICE ON THE TWENTY-FIFTH DAY OF SEPTEMBER, A.D. 2006, AT 12:02 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF CONVERSION IS THE THIRTIETH DAY OF SEPTEMBER, A.D. 2006, AT 11:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

2134073 8100V

060879916



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 5073354

DATE: 09-27-06