

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Nifty Products, Inc.		11/18/2002	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deflecta-Shield Corporation		
<b>Street Address:</b>	3700 Crestwood Parkway, N.W.		
<b>City:</b>	Duluth		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30096		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2336306	CATCH-ALL	
Registration Number:	2482027	CARGO-LOGIC	
Registration Number:	2588332	XTREME CATCH-ALL	
Registration Number:	2609615	XYNET	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(612)349-6556		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	612-339-7461		
<b>Email:</b>	jim@nm-iplaw.com		
<b>Correspondent Name:</b>	James T. Nikolai, NIKOLAI & MERSEREAU		
<b>Address Line 1:</b>	900 Second Avenue South, Suite 820		
<b>Address Line 4:</b>	Minneapolis, MINNESOTA 55402		
<b>ATTORNEY DOCKET NUMBER:</b>	20070178		
<b>NAME OF SUBMITTER:</b>	James T. Nikolai		

**CH \$115.00 2336306**

Signature:

/James T. Nikolai/

Date:

02/20/2007

**Total Attachments: 4**

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*Execution Copy***ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (the "Assignment"), effective as of November \_\_, 2002, is made and entered into by and between Nifty Products, Inc., an Ohio corporation, with its principal place of business at 2130 Tuley Road, Hamilton, Ohio ("Assignor"), and Deflecta-Shield Corporation, a Delaware corporation, with its principal place of business at 3700 Crestwood Parkway, N.W., Duluth, Georgia ("Assignee"). Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Purchase Agreement (as defined below).

**RECITALS**

WHEREAS, Assignee is purchasing certain assets of Assignor pursuant to that certain Asset Purchase Agreement, dated as of October 22, 2002, as amended by that certain First Amendment to Asset Purchase Agreement, dated as of November 1, 2002 and that certain Second Amendment to Asset Purchase Agreement, dated as of November 12, 2002 (as amended, the "Purchase Agreement"), by and between Assignor and Assignee, as successor-in-interest to Lund International Holdings, Inc.;

WHEREAS, Assignor is the owner of the entire right, title and interest in and to the patents identified on Schedule A attached hereto (the "Patents") and the trademarks identified on Schedule B attached hereto (the "Trademarks," and together with the Patents, the "Intellectual Property"); and

WHEREAS, Assignor wishes to assign the Intellectual Property to Assignee and Assignee wishes to acquire the entire right, title and interest in and to the Intellectual Property.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby grants, assigns, sells, transfers, quitclaims, conveys, and sets over to Assignee, any and all of its right, title and interest in and to the Intellectual Property, including the registrations and inventions thereof, the same to be held and enjoyed by Assignee, for its own use and enjoyment, to have and to hold, for the full duration of all such rights, and any and all Letter Patents issuing from continuing, divisional and continuation-in-part applications, substitutions, reissues, extensions, renewals and reexaminations, and any foreign counterparts thereof, in perpetuity, and for the use and enjoyment of its successors, assigns and other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor, if this assignment had not been made, together with that portion of the goodwill of Assignor's business associated with or symbolized by any of the Intellectual Property, as well as all claims for damages by reason of past infringement of any of the Intellectual Property, with the right to sue for, and collect the same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

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Schedule A

<u>Patent #</u>	<u>Title</u>	<u>Issued Date</u>
6,406,085 B1	Removable Bi-Section Cargo Cover System	6/18/2002
6,381,806 B1	Retainer Assembly for Positive Retention of Floor Mat	5/7/2002
6,244,802 B1	Cargo Hold System for Motor Vehicles	6/12/2001
6,155,629	Molded Mats with Releasable Floor Attachment Systems	12/5/2000
6,027,782	Auxiliary Molded Floor Mats	2/22/2000
5,207,963	Method of Molding Plastic-Backed Carpet	5/4/1993
5,071,614	Method of Molding a Carpet Having Deep Well Areas	12/10/1991
5,034,258	Carpet Mat with Improved Gripping Surface	7/23/1991
5,891,546	Auxiliary Molded Floor Mats	4/6/99

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Schedule B

<u>Trademark #</u>	<u>Title</u>	<u>Registration Date</u>
2,336,306	Catch-All	3/28/2000
2,482,027	Cargo-Logic	8/28/2001
2,588,332	Xtreme Catch-All	7/2/2002
2,609,615	Xynet	8/20/2002

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IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first written above.

ASSIGNOR:

NIFTY PRODUCTS, INC.

By: Mark Barbeau  
Name: Mark Barbeau  
Title: President + CEO

ASSIGNEE:

DEFLECTA-SHIELD CORPORATION

By: Stephen G. ...  
Name:  
Title: VICE-PRESIDENT

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