

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Shur Company		11/16/2007	CORPORATION: SOUTH DAKOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	TruXedo Inc.
<b>Street Address:</b>	P.O. Box 713 2309 Shur-Lok Street
<b>City:</b>	Yankton
<b>State/Country:</b>	SOUTH DAKOTA
<b>Postal Code:</b>	57078
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	2497343	THE CLASSY COVER FOR YOUR PICKUP BOX
Registration Number:	2546890	TRUCK HYDE
Registration Number:	2449064	TRUXEDO
Registration Number:	2449070	TRUXEDO
Registration Number:	3074760	TRUXPORT

**CORRESPONDENCE DATA**

Fax Number: (212)446-4900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-446-4800  
 Email: hsmith@kirkland.com  
 Correspondent Name: Attn: Hayley Smith, Sr. Legal Assistant  
 Address Line 1: Kirkland & Ellis LLP  
 Address Line 2: 153 East 53rd Street  
 Address Line 4: New York, NEW YORK 10022

CH \$140.00 2497343

ATTORNEY DOCKET NUMBER:	TRUXEDO TM ASSIGN
NAME OF SUBMITTER:	Hayley Smith
Signature:	//Hayley Smith//
Date:	12/03/2007
<b>Total Attachments: 5</b> source=Shur Company dba Shur-Co to TruXedo Inc.-Trademark Assignment#page1.tif source=Shur Company dba Shur-Co to TruXedo Inc.-Trademark Assignment#page2.tif source=Shur Company dba Shur-Co to TruXedo Inc.-Trademark Assignment#page3.tif source=Shur Company dba Shur-Co to TruXedo Inc.-Trademark Assignment#page4.tif source=Shur Company dba Shur-Co to TruXedo Inc.-Trademark Assignment#page5.tif	

**TRADEMARK ASSIGNMENT**

This TRADEMARK ASSIGNMENT ("*Assignment*") is entered into as of November 16, 2007, by and between Shur Company d/b/a Shur-Co., a South Dakota corporation ("*Assignor*") and TruXedo, Inc., a Delaware corporation ("*Assignee*").

WHEREAS, Assignor is the owner of all right, title and interest in and to the trademark registrations and applications for registration, and all related goodwill, identified and set forth on Schedule A attached hereto, (the "*Marks*");

WHEREAS, Assignor, the shareholders of Assignor, Assignee and Tectum Holdings, Inc., a Delaware corporation are parties to the Asset Purchase Agreement, dated November 16, 2007 (the "*Purchase Agreement*") pursuant to which Assignor has sold, and Assignee has purchased, certain assets of Assignor, including, without limitation, the Marks;

WHEREAS, Assignee is the successor to that portion of the assets of the business of the Assignor to which the Marks pertain and such business is ongoing; and

WHEREAS, pursuant to the Purchase Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all worldwide right, title and interest in and to the Marks and any and all goodwill associated with the Marks.

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Assignor and Assignee agree:

1. Assignor hereby irrevocably contributes, transfers, grants, bargains, assigns and conveys to Assignee, free and clear of any and all liens and encumbrances, the entire right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all rights to collect royalties, products and proceeds in connection with any of the foregoing and all rights to sue for past, present or future infringement, misappropriation or other violation of the foregoing, and all rights to recover damages or lost profits in connection therewith.
2. Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries or multinational authorities, to record Assignee as the assignee and owner of the Marks and to deliver to Assignee, and to Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment.

3. Assignor shall provide Assignee, its successors and assigns, or their legal representatives such information and assistance as Assignee may reasonably request (including, without limitation, execution and delivery of any affidavits, declarations, oaths or other documents as may reasonably be required) in connection with: (1) the preparation of any application for registration or any application for renewal any Mark; (2) in the prosecution or defense of any infringement or other proceedings that may arise in connection with any of the Marks including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional protection for the Marks that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States, foreign countries and multinational authorities; and (4) otherwise to effectuate and implement this Assignment.
4. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware.
5. Each of Assignor and Assignee hereby irrevocably and unconditionally submits, for itself and its property, to the non-exclusive jurisdiction of the federal court of the United States of America sitting in Minnesota, and any appellate court thereof, in any action or proceeding arising out of or relating to this Assignment or for recognition or enforcement of any judgment relating to this Assignment, and each of the parties hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such court or, to the extent such court does not have jurisdiction, in any state court sitting in Minnesota. Each of Assignor and Assignee agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.
6. This Assignment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Assignment is provided pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of Assignor and Assignee with respect to the Marks.

\* \* \* \* \*

**[END OF PAGE]**

**[SIGNATURE PAGE FOLLOWS]**

EXECUTION VERSION

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.

SHUR COMPANY

By: Wm. J. Shoma  
Name: \_\_\_\_\_  
Title: President

TRUXEDO, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

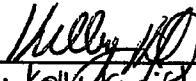
**EXECUTION VERSION**

IN WITNESS WHEREOF, the undersigned have caused this Assignment to be executed in their names by their duly authorized officers as of the date first above written.






**SHUR COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**TRUXEDO, INC.**

By:   
Name: Kelly Kneff  
Title: COO, Vice President and Secretary

Schedule A

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Status
THE CLASSY COVER FOR YOUR PICKUP BOX	U.S.	76/036,042 4/27/2000	2,497,343 10/9/2001	REGISTERED
TRUCK HYDE 	U.S.	76/214,297 2/22/2001	2,546,890 3/12/2002	REGISTERED
TRUXEDO	U.S.	76/002,735 3/17/2000	2,449,064 5/8/2001	REGISTERED
TRUXEDO 	U.S.	76/003,599 3/17/2000	2,449,070 5/8/2001	REGISTERED
TRUXPORT	U.S.	78/526,180 12/2/2004	3,074,760 3/28/2006	REGISTERED
TRUCK HYDE 	Canada	1113656 8/22/2001	TMA593060 10/24/2003	REGISTERED
TRUXEDO	Canada	1075207 9/15/2000	TMA579091 4/7/2003	REGISTERED
TRUXEDO & Design 	Canada	1075206 9/15/2000	TMA583522 6/11/2003	REGISTERED
TRUXEDO	Australia	850782 9/18/2000	850782 2/9/2001	REGISTERED
TRUXEDO 	Australia	850783 9/18/2000	850783 2/9/2001	REGISTERED