

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Blemore Products, Inc.		11/29/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Belmore, Inc.		
Street Address:	6460 West Cortland		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60707		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1502107	AERO MASK	
Registration Number:	2653867	BELMOR	
Registration Number:	2556649	BUGSTOPPER	
Registration Number:	2468354	COLDSTOPPER	
Registration Number:	2632236	DP DRIVER'S PRIDE HEAVY TRUCK ACCESSORIES	
Registration Number:	1494135	MUSTACHE SHIELD	
CORRESPONDENCE DATA			
Fax Number:	(312)782-8585		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 269-4115		
Email:	dpmalone@jonesday.com		
Correspondent Name:	Daniel P. Malone, Jr.		
Address Line 1:	77 West Wacker Drive		
Address Line 4:	Chicago, ILLINOIS 60601-1692		
ATTORNEY DOCKET NUMBER:	447363-600021		

CH \$165.00 1502107

NAME OF SUBMITTER:	Amy E. Gagich
Signature:	/Amy E. Gagich/
Date:	01/03/2008
Total Attachments: 5 source=Exhibit I - Trademark Assignment (Belmor)#page1.tif source=Exhibit I - Trademark Assignment (Belmor)#page2.tif source=Exhibit I - Trademark Assignment (Belmor)#page3.tif source=Exhibit I - Trademark Assignment (Belmor)#page4.tif source=Exhibit I - Trademark Assignment (Belmor)#page5.tif	

TRADEMARK ASSIGNMENT

This Assignment is by and between:

- (a) BELMOR PRODUCTS, INC., a Delaware corporation, d/b/a/ Lund International, Inc. with offices at 6460 West Cortland, Chicago, IL 60707 (the "Assignor"); and
- (b) BELMOR, INC., a Delaware corporation, with offices at 6460 West Cortland, Chicago, IL 60707 (the "Assignee").

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor sells, assigns, and transfers to Assignee the entire right, title, and interest in and to the trademarks and service marks identified on Schedule I attached hereto and the registrations and applications, both U.S. and foreign, identified in such Schedule, and in and to the goodwill of the business connected with the use thereof and symbolized thereby and except as specified to the contrary in the purchase agreement, in and to all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, and in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present, and future infringement of the rights assigned herein.

The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the trademark office or agency of all foreign countries, to issue to Assignee any and all trademark registrations and service mark registrations resulting from said trademark applications and service mark applications, or any renewals of said registrations.

CLI-1567470v2

The Assignor hereby irrevocably appoints Assignee as its true and lawful attorney-in-fact on the Assignor's and Assignee's behalf and in the Assignor's and/or Assignee's name, place and stead, to execute any further documents or instruments and do any and all further acts that may be deemed necessary or desirable by Assignee or its successors, assigns or other legal representatives, to effect the conveyance to the Assignee and its successors, assigns and other legal representatives, of the right, title and interest whose conveyance is made hereby, and to enable such right, title and interest to be recorded in the United States and all foreign countries, and to enable Assignee and its successors, assigns and other legal representatives to sustain or renew any of the trademarks listed on Schedule I, and to maintain, perfect, support and protect the right, title and interest of Assignee and its successors, assigns and other legal representatives, in and to the trademarks listed on Schedule I and any registrations issued in connection therewith.

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TRADEMARK
REEL: 003689 FRAME: 0004

IN TESTIMONY WHEREOF, BELMOR PRODUCTS, INC. has caused this Assignment to be executed by its duly authorized officer this 29 day of November, 2007.

Assignor:

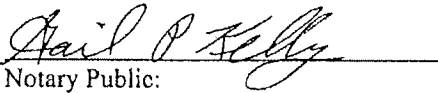
BELMOR PRODUCTS, INC.

By 

Title:

STATE OF Georgia)
) SS:
COUNTY OF Gwinnett)

On this 29 day of November 2007 personally appeared before me Gail P Kelly, known to me to be Dennis Vollmerhausen of BELMOR PRODUCTS, INC., who acknowledged that he/she signed this instrument as a free act on behalf of BELMOR PRODUCTS, INC.


Notary Public:
My commission expires:

NOTARY PUBLIC, GWINNETT CO., GA
COMMISSION EXPIRES OCT. 28, 2009

IN TESTIMONY WHEREOF, Assignee has caused this Assignment to be
executed by its duly authorized officer this 29th day of November, 2007.

Assignee:

BELMOR, INC.

B. v. Am Tied

Title: Wid At

Schedule I

BELMOR PRODUCTS, INC. TRADEMARKS

US Trademark Registrations:

Trademark	Registration No.	Reg. Date	Country
AERO MASK	1,502,107	8/30/1988	USA
BELMOR	2,653,867	11/26/2002	USA
BUGSTOPPER	2556649	04/02/2002	USA
COLDSTOPPER	2468354	07/10/01	USA
DP DRIVER'S PRIDE HEAVY TRUCK ACCESSORIES	2632236	10/08/02	USA
MUSTACHE SHIELD	1,494,135	6/28/1988	USA

Foreign Trademark Registrations:

Trademark	Registration No.	Reg. Date	Country
BELMOR	901,562	9/16/2002	Australia
BELMOR	596,580	12/4/2003	Canada
BELMOR	753,670	6/28/2002	Mexico