

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
AAS Accessory Group, LLC	FORMERLY Valley Industries, LLC	09/06/2006	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Thule Hitch Systems LLC		
Street Address:	1313 South Stockton Street		
City:	Lodi		
State/Country:	CALIFORNIA		
Postal Code:	95240		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78301074	JOURNEY	
CORRESPONDENCE DATA			
Fax Number:	(248)594-0610		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	248-594-0633		
Email:	mbs@raderfishman.com		
Correspondent Name:	Rader, Fishman & Grauer PLLC		
Address Line 1:	39533 Woodward Ave., Suite 140		
Address Line 4:	Bloomfield Hills, MICHIGAN 48304		
ATTORNEY DOCKET NUMBER:	65269-0999		
NAME OF SUBMITTER:	Michael B. Stewart		
Signature:	/Michael B. Stewart/		
Date:	02/04/2008		

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TRADEMARK
REEL: 003712 FRAME: 0156

Total Attachments: 5

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TRADEMARK ASSIGNMENT, dated as of September 6, 2006 (this "Assignment"), from AAS ACCESSORY GROUP, LLC (formerly Valley Industries, LLC), a Delaware limited liability company ("Assignor"), to THULE HITCH SYSTEMS LLC, a Delaware limited liability company ("Assignee").

BACKGROUND

WHEREAS, Assignor owns the marks listed in Schedule A and owns the registrations listed in Schedule A (collectively, the "Assigned Marks"); and

WHEREAS, the Assignee is desirous of acquiring the Assignor's entire right, title and interest in and to the Assigned Marks, including the right to bring actions for infringement of the Assigned Marks occurring prior to the date of this Assignment.

NOW, THEREFORE, be it known that for valuable and legally sufficient consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

ARTICLE I

ASSIGNMENT OF TRADEMARKS

- 1.01. As of the date hereof, Assignor hereby irrevocably sells, assigns, transfers and conveys to Assignee all right, title and interest it now has or ever has had in and to each of the Assigned Marks worldwide, together with the goodwill of the business symbolized thereby, including, but not limited to, any applications or registrations therefor, together with all claims that can or may be asserted by Assignor arising out of or relating to the use or ownership of any of the Assigned Marks.
- 1.02. As of the date hereof, Assignee assumes full responsibility for and Assignor is relieved of all future obligations relating to the Assigned Marks, including, but not limited to, all costs, taxes and fees that accrue after the date hereof for preparing and recording any assignments contemplated herein; maintaining, defending, enforcing and litigating rights in the Assigned Marks; or otherwise registering, renewing or maintaining any trademark registrations or domain name registrations for the Assigned Marks. Nothing contained in this Assignment shall give Assignee any rights in or to any trademarks, service marks, model numbers or trade dress not specifically conveyed under this Assignment.

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IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their authorized representatives.

ASSIGNOR:

AAS ACCESSORY GROUP, LLC

ASSIGNEE:

THULE HITCH SYSTEMS LLC

By: _____

Name: _____

Title: _____

By: Ulf Berghult

Name: Ulf Berghult

Title: Manager

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, a Notary Public, do hereby certify that
_____, known to me to be the _____ of AAS Accessory
Group, LLC, appeared before me this day, in person, and acknowledged that he signed, sealed and
delivered the foregoing instrument on behalf of AAS Accessory Group, LLC as his free and voluntary act
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this ____ day of September
2006.

Notary Public

My Commission Expires:

CERTIFICATE OF ACKNOWLEDGEMENT

I, Jenna Galicki, a Notary Public, do hereby certify that
Wif Bergwelt, known to me to be the Manager of Thule Hitch
Systems LLC, appeared before me this day, in person, and acknowledged that he signed, sealed and
delivered the foregoing instrument on behalf of Thule Hitch Systems LLC as his free and voluntary act
for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 6th day of September
2006.

Notary Public

My Commission Expires:

JENNA GALICKI
Notary Public, State of New York
No. 01GA8092518
Qualified In Nassau County
Commission Expires May 19, 2007


IN TESTIMONY WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their authorized representatives.

ASSIGNOR:

AAS ACCESSORY GROUP, LLC

ASSIGNEE:

THULE HITCH SYSTEMS LLC

By: 
Name: Ronald S. Grynchuk
Title: CEO

By: _____
Name: _____
Title: _____

NYA 799476.1

CERTIFICATE OF ACKNOWLEDGEMENT

I, Kimberly Monroe, a Notary Public, do hereby certify that Ronald Garhouse, known to me to be the SVP and CFO of AAS Accessory Group, LLC, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on behalf of AAS Accessory Group, LLC as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this 6th day of September 2006.

Kimberly M. Monroe
Notary Public

My Commission Expires:

KIMBERLY M. MONROE
Notary Public, State of New York
No. 02406034613
Qualified in New York County
Commission Expires Dec. 13, 2012

CERTIFICATE OF ACKNOWLEDGEMENT

I, _____, a Notary Public, do hereby certify that _____, known to me to be the _____ of Thule Hitch Systems LLC, appeared before me this day, in person, and acknowledged that he signed, sealed and delivered the foregoing instrument on behalf of Thule Hitch Systems LLC as his free and voluntary act for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal, this ____ day of September 2006.

Notary Public

My Commission Expires:

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