

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AAS Accessory Group, LLC	FORMERLY Valley Industries, LLC	09/06/2006	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thule Hitch Systems LLC		
<b>Street Address:</b>	1313 South Stockton Street		
<b>City:</b>	Lodi		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95240		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78947297	VALLEY INDUSTRIES ODYSSEY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(248)594-0610		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2485940600		
<b>Email:</b>	tmdocketing@raderfishman.com		
<b>Correspondent Name:</b>	Michael B. Stewart		
<b>Address Line 1:</b>	39533 Woodward Avenue, Suite 140		
<b>Address Line 4:</b>	Bloomfield Hills, MICHIGAN 48304		
<b>ATTORNEY DOCKET NUMBER:</b>	65269-0128		
<b>NAME OF SUBMITTER:</b>	Michael B. Stewart		
<b>Signature:</b>	/mbs/		
<b>Date:</b>	08/11/2008		

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Total Attachments: 1  
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**NUNC PRO TUNC TRADEMARK ASSIGNMENT**

WHEREAS, AAS ACCESSORY GROUP, LLC (formerly Valley Industries, LLC), a Delaware corporation at 1313 South Stockton Street, Lodi, California 95240 ("Assignor"), on September 6, 2006, assigned and transferred to Thule Hitch Systems LLC, a Delaware limited liability company at 1313 South Stockton Street, Lodi, California 95240 ("Assignee"), the entire right, title and interest in and to the following as part of an asset purchase agreement dated September 6, 2006:

U.S. Trademark App. 78/947,297 for VALLEY INDUSTRIES ODYSSEY filed August 8, 2006; and any and all rights and privileges provided under the trademark and other laws of the United States, the individual states thereof and jurisdictions foreign thereto with respect to the foregoing; the GOODWILL of the business in which the mark is used; and any and all renewals thereof, together with the right to bring suit and collect for past infringements thereof.

WHEREAS, the parties wish to ratify and confirm the above-stated assignment and transfer;

NOW, THEREFORE, in view of the payment of Ten Dollars and 00/100 (\$10.00), and other legally sufficient and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor DOES HEREBY assign and transfer nunc pro tunc, effective as of September 6, 2006, to Assignee, any and all right, title and interest in and to the Trademark Rights.

Assignor shall, without further consideration, execute any additional documents and take such further action as may be requested to vest in Assignee good, valid and marketable title to the Trademark Rights.

This Assignment and all terms hereof shall be binding upon and inure to the benefit of the parties and their respective heirs, personal and legal representatives, successors and assigns.

IN WITNESS WHEREOF, Assignor has executed this Assignment on the date set forth below.

AAS Accessory Group, LLC

Dated: 9/6/6

By: Clifford C. Suing  
Name: CLIFFORD C. SUING  
Title: CFO