

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Promens USA, Inc.		08/01/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Landsbanki Island hf, as Agent for Lenders		
<b>Street Address:</b>	Hafnarstraeti 5		
<b>City:</b>	Reykjavik		
<b>State/Country:</b>	ICELAND		
<b>Postal Code:</b>	155		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2872965	SUV CARGO CADDY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)585-8080		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	nptm@nixonpeabody.com		
<b>Correspondent Name:</b>	Susan M. Freedman, Nixon Peabody LLP		
<b>Address Line 1:</b>	401 9th Street, N.W.		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>ATTORNEY DOCKET NUMBER:</b>	043166-1		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>	Susan M. Freedman, Nixon Peabody LLP		
<b>Address Line 1:</b>	401 9th Street, N.W.		
<b>Address Line 2:</b>	Suite 900		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		

CH \$40.00 2872965

NAME OF SUBMITTER:	Susan M. Freedman
Signature:	/Susan M. Freedman/
Date:	09/26/2008
<b>Total Attachments: 6</b> source=Promens-Landsbanki Island hf Security Agreement signed#page1.tif source=Promens-Landsbanki Island hf Security Agreement signed#page2.tif source=Promens-Landsbanki Island hf Security Agreement signed#page3.tif source=Promens-Landsbanki Island hf Security Agreement signed#page4.tif source=Promens-Landsbanki Island hf Security Agreement signed#page5.tif source=Promens-Landsbanki Island hf Security Agreement signed#page6.tif	

## AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1<sup>st</sup> day of August, 2008 by Promens USA, Inc., a Delaware corporation and successor by merger to Elkhart Plastics, Inc., an Indiana corporation ("Grantor"), in favor of Landsbanki Islands hf, in its capacity as Agent for the Lenders party to the Facilities Agreement (defined below) ("Grantee"):

### WITNESSETH

WHEREAS, Grantor, Grantee and certain other financial institutions and companies have entered into a certain term and revolving facilities agreement dated September 7, 2005 pursuant to which the Lenders thereunder agreed to make available to the borrowers thereunder term and revolving facilities up to an aggregate principal amount of €40,500,000 (the "Original Facilities Agreement"), and the Original Facilities Agreement was amended and restated pursuant to the terms and conditions of the Amendment and Restatement Agreement (the "Amendment and Restatement Agreement") dated as of April 25, 2006 and is further amended pursuant to that certain Second Restatement Agreement (the "Second Restatement Agreement"), dated on or about the date hereof (such Second Restatement Agreement, together with the Original Facilities Agreement and the Amendment and Restatement Agreement, as each may be amended, restated, modified or supplemented and in effect from time to time, collectively, the "Facilities Agreement");

WHEREAS, pursuant to the terms of a certain Security Agreement dated as of April 25, 2006 between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all then owned and thereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Facilities Agreement;

WHEREAS, Elkhart Plastics, Inc. entered into a Trademark Security Agreement dated as of April 25, 2006 in favor of Grantee (the "Existing Trademark Security Agreement") with respect to the Trademark Collateral (as defined below);

WHEREAS, following the merger of Elkhart Plastics, Inc. with and into Grantor, Grantor is currently the owner of the Trademark Collateral;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees to amend and restate the Existing Trademark Security Agreement in its entirety as follows:

Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Security Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior

grant pursuant to the Security Agreement and the Existing Trademark Security Agreement, notwithstanding the amendment of the Facilities Agreement pursuant to the Second Restatement Agreement, of a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising:

each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

GOVERNING LAW; SUBMISSION TO JURISDICTION. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES. THE GRANTOR HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED WITHIN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND IRREVOCABLY AGREES THAT, SUBJECT TO GRANTEE'S ELECTION, ALL ACTIONS OR PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LITIGATED IN SUCH COURTS. THE GRANTOR EXPRESSLY SUBMITS AND CONSENTS TO THE JURISDICTION OF THE AFORESAID COURTS AND WAIVES ANY DEFENSE OF FORUM NON CONVENIENS. THE GRANTOR HEREBY WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS AND AGREES THAT ALL SUCH SERVICE OF PROCESS MAY BE MADE UPON THE GRANTOR BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, ADDRESSED TO THE BORROWER IN ACCORDANCE WITH THE PROVISIONS OF SECTION 8 OF THE SECURITY AGREEMENT AND SERVICE SO MADE SHALL BE COMPLETE TEN (10) DAYS AFTER THE SAME HAS BEEN POSTED.

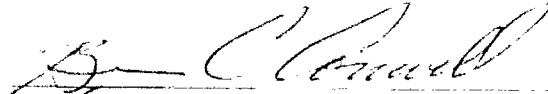
WAIVER OF JURY TRIAL. EACH OF THE GRANTOR AND GRANTEE HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PROMENS USA, INC.,  
successor by merger to Elkhart Plastics, Inc., an  
Indiana corporation

By:   
Its: SECRETARY

Agreed and Accepted  
As of the Date First Written Above

LANDSBANKI ISLANDS hf,  
as Agent

By: \_\_\_\_\_  
Its: \_\_\_\_\_

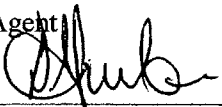
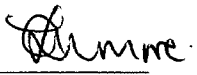
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

PROMENS USA, INC.,  
successor by merger to Elkhart Plastics, Inc., an  
Indiana corporation

By: \_\_\_\_\_  
Its: \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

LANDSBANKI ISLANDS hf,  
as Agent

By:    
Its: AUTHORISED AUTHORISED  
SIGNATORY SIGNATORY

**SCHEDULE 1**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
SUV CARGO CADDY Word Mark: SUV CARGO CADDY	2,872,965	August 10, 2004

Goods and Services: Class  
12 – for vehicle storage  
drawer system, namely a  
drawer that is suitable for  
placing in the rear of the cargo  
area of a vehicle used to carry  
equipment, tools and other  
items.

Application Filed With: U.S.  
Patent & Trademark Office

Filing Date: July 24, 2002  
Owner: Promens USA, Inc.

Type of Mark: Trademark

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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**UNREGISTERED TRADEMARKS**