TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CUSTOM FIBREGLASS MANUFACTURING CO.		10/14/2009	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	BFI Business Finance
Street Address:	851 East Hamilton Avenue, 2nd Floor
City:	Campbell
State/Country:	CALIFORNIA
Postal Code:	95008
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1110468	SNUGTOP
Registration Number:	3466127	UTPRO
Registration Number:	3417802	SNUGPRO
Registration Number:	3417801	GEARMATE
Registration Number:	2003147	SNUG LID
Registration Number:	3017527	SNUGRUG
Registration Number:	1621086	SPORTSMAN
Serial Number:	74392265	SNUG LOUNGE
Serial Number:	74339030	TRUCK LOUNGE
Registration Number:	1725443	REBEL
Registration Number:	1059144	GLAS-TEK
Registration Number:	1062717	G-T VENTURI
Registration Number:	1066674	GT SPOILER
Registration Number:	1392850	RSA INTERNATIONAL AUTOCARE

CH $390.00 1110468

Registration Number:	1444709	INTERNATIONAL AUTOCARE

CORRESPONDENCE DATA

Fax Number: (202)373-6363
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2023736054
Email: carrie.sadowski@bingham.com
Correspondent Name: Bingham McCutchen LLP
Address Line 1: 2020 K Street, NW
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006-1806

ATTORNEY DOCKET NUMBER:	0000313437 CUSTOM FIBREGL
NAME OF SUBMITTER:	/Carrie Sadowski, IP Manager/
Signature:	/C.Sadowski on behalf of Pam Martinson/
Date:	11/12/2009

Total Attachments: 10
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement") is made as of this **14th day of October, 2009** by and between **CUSTOM FIBREGLASS MANUFACTURING CO.**, a **California corporation** ("Pledgor") and **BFI Business Finance** ("Secured Party"), a California corporation.

RECITALS

A. Secured Party has agreed to lend to Pledgor certain funds (the "Loan"), and Pledgor desires to borrow such funds from Secured Party and will be secured in part pursuant to the terms of a Security Agreement, Loan and Security Agreement, and/or Secured Promissory Note executed or to be executed in connection herewith (either, as amended, the "Loan Agreement").

B. In order to induce Secured Party to make the Loan, Pledgor has agreed to grant a security interest in certain intangible property to Secured Party for purposes of securing the obligations of Pledgor to Secured Party.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

1. Patent Mortgage and Grant of Security Interest. As collateral security for the prompt and complete payment and performance of all of Pledgor's present or future indebtedness, obligation and liabilities to Secured Party, Pledgor hereby transfers, conveys and grants a mortgage to Secured Party, as security, Pledgor's entire right, title and interest in, to and under the following (all of which shall collectively be called the "Collateral"):

a. Any and all copyright rights, copyright application, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held, including without limitation those set forth on **Exhibit A** attached hereto (collectively, the "Copyrights");

b. Any and all trade secrets, and any and all intellectual property rights in computer software and computer software products now or hereafter existing, created, or acquired or held;

c. Any and all design rights which may be available to Pledgor now or hereafter existing, created, acquired or held;

d. All patents, patent applications and like protections including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same, including without limitation the patents and patent applications set forth on **Exhibit B** attached hereto (collectively, the "Patents");

e. Any trademark and service mark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Pledgor connected with and symbolized by such trademarks, including without limitation those set forth on **Exhibit C** attached hereto (collectively, the "Trademarks").

f. Any and all claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;

g. All licenses or other rights to use any of the Copyrights, Patents or Trademarks, and all license fees and royalties arising from such use; and

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h. All proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

2. Authorization and Request. Pledgor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks record this Agreement.

3. Covenants and Warranties. Pledgor represents, warrants, covenants and agrees as follows:

a. Pledgor is now the sole owner of the Collateral, except for non-exclusive licenses granted by Pledgor to its customers in the ordinary course of business and except for liens, encumbrances or security interests described in **Exhibit D** attached hereto;

b. Performance of this Agreement does not conflict with or result in a breach of any agreement to which Pledgor is party or by which Pledgor is bound;

c. During the term of this Agreement, Pledgor will not transfer or otherwise encumber any interest in the Collateral, except for non-exclusive licenses granted by Pledgor, copies of which Pledgor will provide from time to time to Secured Party at the request of Secured Party;

d. Each of the Patents is valid and enforceable, and no part of the Collateral has been judged invalid or unenforceable, in whole or in part, and no claim has been made that any part of the Collateral violates the rights of any third party;

e. Pledgor shall promptly advise Secured Party of any material change in the composition of the Collateral, including but not limited to any subsequent ownership right of the Pledgor in or to any Trademark, Patent or Copyright not specified in this Agreement;

f. Pledgor shall (i.) protect, defend and maintain the validity and enforceability of the Trademarks, Patents and Copyrights, (ii.) use its best efforts to detect infringements of the Trademarks, Patents and Copyrights and promptly advise Secured Party in writing of material infringements detected and (iii.) not allow any Trademarks, Patents or Copyrights to be abandoned, forfeited or dedicated to the public without the written consent of Secured Party, which shall not be unreasonably withheld;

g. Pledgor shall not register any maskworks, software, computer programs or other works of authorship subject to United States copyright protection with the United States Copyright Office without first complying with the following: (i) providing Secured Party with at least fifteen (15) days' prior written notice thereof; (ii) providing Secured Party with a copy of the application for any such registration; and (iii) executing and filing such other instruments, and taking such further actions as Secured Party may reasonably request from time to time to perfect or continue the perfection of Secured Party's interest in the Collateral, including without limitation the filing with the United States Copyright Office, simultaneously with the filing by Pledgor of the application for any such registration, of a copy of this Agreement or a Supplement hereto in form acceptable to Secured Party identifying the maskworks, software, computer programs or other works of authorship being registered and confirming the grant of a security interest therein in favor of Secured Party;

h. This Agreement creates, and in the case of after acquired Collateral, this Agreement will create at the time Pledgor first has rights in such after acquired Collateral, in favor of Secured Party a valid and perfected first priority security interest in the Collateral in the United States securing the payment and performance of the obligations evidenced by the Loan Agreement upon making the filings referred to in clause 3.i below;

i. Except for, and upon, the filing with the United States Patent and Trademark office with respect to the Patents and Trademarks necessary to perfect the security interests created hereunder, and, except as has been already made or obtained, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either (i.) for the grant by Pledgor of the security interest granted hereby or for the execution, delivery or performance of this Agreement or by Pledgor; or (ii.) for the perfection in the United States or the exercise by Secured Party of its rights and remedies hereunder;

j. All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Pledgor with respect to the Collateral is accurate and complete in all material respects;

k. Pledgor shall not enter into any agreement that would materially impair or conflict with Pledgor's obligations hereunder without Secured Party's prior written consent. Pledgor shall not permit the inclusion in any contract to which it becomes a party of any provisions that could or might in any way impair or prevent the creation of a security interest in Pledgor's rights and interests in any property included within the definition of the Collateral acquired under such contracts; and

l. Upon any officer of Pledgor obtaining knowledge thereof, Pledgor will promptly notify Secured Party in writing of any event that materially adversely affects the value of any of the Collateral, the ability of Pledgor or Secured Party to dispose of any of the Collateral or the rights and remedies of Secured Party in relation thereto, including the levy of any legal process against any of the Collateral.

4. Secured Party's Rights. Secured Party shall have the right, but not the obligation, to take, at Pledgor's sole expense, any actions that Pledgor is required under this Agreement to take but which Pledgor fails to take, after five (5) days' telephonic or written notice to Pledgor. Pledgor shall reimburse and indemnify Secured Party for all costs and expenses incurred in the reasonable exercise of its rights under this section 4.

5. Inspection Rights. Pledgor hereby grants to Secured Party and its employees, representatives and agents the right to visit, during reasonable hours upon prior reasonable notice to Pledgor, and any of Pledgor's and its subcontractors' plants and facilities that manufacture, install or store products (or that have done so during the prior six-month period) that are sold under any of the Collateral, and to inspect the products and quality control records relating thereto upon reasonable notice to Pledgor and as often as may be reasonably requested; provided, however, nothing herein shall entitle Secured Party to access to Pledgor's trade secrets and other proprietary information.

6. Further Assurances; Attorney in Fact.

a. On a continuing basis, Pledgor will, subject to any prior licenses, encumbrances and restrictions and prospective licenses, make, execute, acknowledge and deliver, and file and record in the proper filing and recording places in the United States, all such instruments, including, appropriate financing and continuation statements and collateral agreements and filings with the United States Patent and Trademark Office, and take all such action as may reasonably be deemed necessary or advisable, or as requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring and confirming to Secured Party the grant or perfection of a security interest in all Patents.

b. Pledgor hereby irrevocably appoints Secured Party as Pledgor's attorney-in-fact, with full authority in the place and stead of Pledgor and in the name of Pledgor, Secured Party or otherwise, from time to time in Secured Party's discretion, to take any action and to execute any instrument which Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including:

i. To modify in its sole discretion this Agreement without first obtaining Pledgor's approval of or signature to such modification by amending **Exhibit A**, **Exhibit B** and **Exhibit C** thereof, to include reference to any right title or interest in any copyright, patents, or trademarks acquired by Pledgor after the execution hereof or to delete any reference to any right, title, interest in any copyrights, patents, or trademarks in which Pledgor no longer has or claims any right, title or interest; and,

ii. To file, in its sole discretion, one or more UCC financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of Pledgor where permitted by law.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default under this Agreement:

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a. An Event of Default occurs under the Loan Agreement or any other agreement between Pledgor and Secured Party; or

b. Pledgor breaches any warranty or agreement made by Pledgor in this Agreement.

8. Remedies. Upon the occurrence of an Event of Default, Secured Party shall have the right to exercise all the remedies of a secured party under the California Uniform Commercial Code, including without limitation the right to require Pledgor to assemble the Collateral and to make it available to Secured Party at a place designated by Secured Party. Pledgor will pay any expenses (including attorneys' fees) incurred by Secured Party in connection with the exercise of any of Secured Party's rights hereunder, including without limitation any expense incurred in disposing of the Collateral. All of Secured Party's rights and remedies with respect to the Collateral shall be cumulative.

9. Indemnity. Pledgor agrees to defend, indemnify and hold harmless Secured Party and its officers, employees, and agents against: (a.) all obligations, demands, claims, and liabilities claimed or asserted by any other party in connection with the transactions contemplated by this Agreement, and (b.) all losses or expenses in any way suffered, incurred, or paid by Secured Party as a result of or in any way arising out of, following or consequential to transactions between Secured Party and Pledgor, whether under this Agreement or otherwise (including, without limitation, attorneys' fees and expenses), except for losses arising from or out of Secured Party's gross negligence or willful misconduct.

10. Release. At such time as Pledgor shall completely satisfy all of the obligations secured hereunder, Secured Party shall execute and deliver to Pledgor all deeds, releases and other instruments as may be necessary or proper to revest in Pledgor full title to the property granted hereunder, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

11. Course of Dealing. No course of dealing, nor any failure to exercise, nor any delay in exercising any right, power or privilege hereunder shall operate as a waiver thereof.

12. Attorneys' Fees. If any action relating to this Agreement is brought by either party hereto against the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs, and disbursements.

13. Amendments. This Agreement may be amended only by a written instrument signed by both parties hereto.

14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

15. California Law and Jurisdiction. This Agreement shall be governed by the laws of the State of California, without regard for choice of law provisions. Pledgor and Secured Party consent to the non-exclusive jurisdiction of any state or federal court located in Santa Clara County, California.

[signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement on the day and year first above written.

Address of Pledgor:

1711 Harbor Avenue
Long Beach, California 90813

PLEDGOR:

CUSTOM FIBREGLASS MANUFACTURING CO.

By: Hartmut W. Schroeder
Its: Chief Executive Officer

Address of Secured Party:

851 East Hamilton Avenue, 2nd Floor
Campbell, California 95008

SECURED PARTY:

BFI Business Finance

By: Jeffrey P. Johnson
Its: Executive Vice President

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EXHIBIT "A"

COPYRIGHTS

All present and future registered and unregistered copyrights.

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EXHIBIT "B"

PATENTS

All present and future registered and unregistered patents, including but not limited to the following:

Domestic

Patent	Registration Number or Serial Number	Date
Dual door truck cap	Reg. D410,415	June 1, 1999
Truck bed cap	Reg. D444,445	July 3, 2001
Tonneau cover mounting system	Reg. 6,109,681	August 29, 2000
Truck bed cap	Red. D438,168	February 27, 2001
Tonneau cover mounting mechanism	Reg. 6,702,360	March 9, 2004
Truck tonneau	Reg. D513,226	December 27, 2005
Bottom section of a truck bed cap	Reg. D442,138	May 15, 2001
Bottom section of a truck bed cap	Reg. D431,224	September 26, 2000
Interior liner and seating unit for the bed of a pickup truck	Reg. D350, 105	August 30, 1994
Cap for the bed of a pickup truck	Reg. D328,062	July 21, 1992
Camper Shell	Reg. D244,182	May 3, 1977
Enclosure for pick up truck bed	Reg. D387,029	December 2, 1997

Foreign

European Design Patent – Canopy	4002492 (U.U.)	Not provided

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EXHIBIT "C"

TRADEMARKS

All present and future registered and unregistered trademarks, including but not limited to the following:

Domestic

Trademark	Registration Number or Serial Number	Date
SNUGTOP	Reg. 1110468	January 2, 1979
UTPRO	Reg. 3466127	July 15, 2008
SNUGPRO	Reg. 3417802	April 29, 2008
GEARMATE	Reg. 3417801	April 29, 2008
SNUG LID	Reg. 2003147	September 24, 1996
SNUGRUG	Reg. 3017527	November 22, 2005
SPORTSMAN	Reg. 1621086	November 6, 1990
SNUG LOUNGE	Ser. 74392265	May 18, 1993
TRUCK LOUNGE	Ser. 74339030	December 10, 1992
REBEL	Reg. 1725443	October 20, 1992
GLAS-TEK	Reg. 1059144	February 15, 1977
G-T VENTURI	Reg. 1062717	April 5, 1977
GT SPOILER	Reg. 106674	May 31, 1977
RSA INTERNATIONAL AUTOCARE	Reg. 1392850	May 13, 1986
INTERNATIONAL AUTOCARE	Reg. 1444709	June 30, 1987

Foreign

SNUGTOP – CHINA	6169169	
SNUGTOP – MEXICO	1077719	
SNUGTOP – EUROPE	000369017	

EXHIBIT "D"

PERMITTED LIENS

None

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State of California
County of Los Angeles

On Oct. 20, 2009 before me, Blanca Luna, a notary public, personally appeared Hartmut Schroeder, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing is true and correct.

Witness my hand and official seal.

Signature _____ (Seal)

BLANCA LUNA
Commission # 1782556
Notary Public - California
Los Angeles County
My Comm. Expires Dec 27, 2011