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
Trimas Company LLC		06/06/2002	CORPORATION: DELAWARE
Trimas Corporation		06/06/2002	CORPORATION: DELAWARE
Arrow Engine Company		06/06/2002	CORPORATION: DELAWARE
Beaumont Bolt & Gasket, Inc.		06/06/2002	CORPORATION: TEXAS
TriMas Company LLC fka Commonwealth Disposition, LLC		06/06/2002	LIMITED LIABILITY COMPANY: DELAWARE
Compac Corporation		06/06/2002	CORPORATION: DELAWARE
Consumer Products, Inc.		06/06/2002	CORPORATION: WISCONSIN
Cuyam Corporation		06/06/2002	CORPORATION: OHIO
Di-Rite Company		06/06/2002	CORPORATION: OHIO
Draw-Tite, Inc.		06/06/2002	CORPORATION: DELAWARE
Entegra Fastener Corporation		06/06/2002	CORPORATION: DELAWARE
Fulton Performance Products, Inc.		06/06/2002	CORPORATION: DELAWARE
Cequent Towing Products, Inc. fka Hitch 'N Post, Inc.		06/06/2002	CORPORATION: DELAWARE
Industrial Bolt & Gasket, Inc.		06/06/2002	CORPORATION: LOUISIANA
TriMas Company, LLC fka K.S. Disposition, Inc		06/06/2002	LIMITED LIABILITY COMPANY: DELAWARE
Keo Cutters, Inc.		06/06/2002	CORPORATION: MICHIGAN
Lake Erie Screw Corporation		06/06/2002	CORPORATION: OHIO
Lamons Metal Gasket Co.		06/06/2002	CORPORATION: DELAWARE
Louisiana Hose & Rubber Co.		06/06/2002	CORPORATION: LOUISIANA
Monogram Aerospace Fasteners, Inc.		06/06/2002	CORPORATION: DELAWARE
Netcong Investments, Inc.		06/06/2002	CORPORATION: NEW JERSEY
TriMas Company LLC fka NI Foreign Military Sales Corp.		06/06/2002	CORPORATION: DELAWARE
NI Industries, Inc.		06/06/2002	CORPORATION: DELAWARE
NI West, Inc.		06/06/2002	CORPORATION: CALIFORNIA
Norris Cylinder Company		06/06/2002	CORPORATION: DELAWARE

CH $1840.00 2893902

Norris Environmental Services, Inc.		06/06/2002	CORPORATION: CALIFORNIA
Norris Industries, Inc.		06/06/2002	CORPORATION: CALIFORNIA
Plastic Form, Inc.		06/06/2002	CORPORATION: DELAWARE
Reese Products, Inc.		06/06/2002	CORPORATION: INDIANA
Reska Spline Products, Inc.		06/06/2002	CORPORATION: MICHIGAN
Richards Micro-Tool, Inc.		06/06/2002	CORPORATION: DELAWARE
Rieke Corporation		06/06/2002	CORPORATION: INDIANA
Rieke of Indiana, Inc.		06/06/2003	CORPORATION: INDIANA
Rieke of Mexico, Inc.		06/06/2002	CORPORATION: DELAWARE
Rieke Leasing Co., Incorporated		06/06/2002	CORPORATION: DELAWARE
TriMas Company LLC, fka TriMas Fasteners, Inc.		06/06/2002	LIMITED LIABILITY COMPANY: DELAWARE
TriMas Company, LLC fka TriMas Services Corp.		06/06/2002	LIMITED LIABILITY COMPANY: DELAWARE
Wesbar Corporation		06/06/2002	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 73

Property Type	Number	Word Mark
Registration Number:	2893902	METAL-SHIELD
Registration Number:	3678634	RAMPARTS
Registration Number:	3655851	HIGHLAND ON THE GO
Registration Number:	3127967	TOW BEAST
Registration Number:	3709979	PITBULL
Registration Number:	3709980	HIGHLAND
Registration Number:	2553893	D
Registration Number:	3114795	THE GOOSE
Registration Number:	3127564	SIGNATURE SERIES
Registration Number:	3112895	BUILT FOR EXTREMES, DESIGNED FOR EVERYDAY LIFE
Registration Number:	2741905	BRAKEMAN
Registration Number:	2931647	BUMPER PACK

Registration Number:	2867881	STRAIT-LINE
Registration Number:	3146669	PLATYPUS
Registration Number:	3184591	M.O.V.E. MOBILE ORGANIZATIONAL VEHICLE EQUIPMENT
Registration Number:	2668912	REESE
Registration Number:	3361120	TOW READY
Registration Number:	3222711	ULTRA FRAME
Registration Number:	3166254	M.O.V.E.
Registration Number:	3301469	REESE OUTFITTER
Registration Number:	3571141	HIDDEN HITCH
Registration Number:	1734183	HIDDEN HITCH
Registration Number:	3117914	ONE WRENCH TIGHTENING SYSTEM
Registration Number:	2973985	INTERLOCK
Registration Number:	3508375	INTELLA-STOP
Registration Number:	3557120	TITAN
Registration Number:	3387969	ECLIPSE BULLDOG ENGINEERED
Registration Number:	2570768	SENTINEL
Registration Number:	2577271	ACCUPOWER
Registration Number:	3319685	POINT & GO
Registration Number:	1494963	TEKONSHA
Registration Number:	2549043	POD
Registration Number:	2519474	ELECTROTEK
Registration Number:	2666828	DIGITRAC
Registration Number:	2604327	PRODIGY
Registration Number:	2433941	ENVOY
Registration Number:	3119928	PRIMUS
Registration Number:	2957403	OMNITRAC
Registration Number:	2427095	VOYAGER
Registration Number:	2535727	SHUR-SET III
Registration Number:	2519473	ACCUTRAC
Registration Number:	3182902	PINNACLE
Registration Number:	2684067	POWERTRAC
Registration Number:	2437085	PILOT
Registration Number:	3473085	P3
Registration Number:	3473086	P3
Registration Number:	1250935	DRAW.TITE

Registration Number:	2486994	HIDDEN HITCH
Registration Number:	2996240	OUTFITTER
Registration Number:	2593596	BARGMAN
Registration Number:	1047988	LAMONS
Registration Number:	3504689	CMG
Registration Number:	577396	MULTI-METER
Registration Number:	1581566	TAMPER-LOC
Registration Number:	3152637	VISEGRIP II
Registration Number:	3330075	VGII
Registration Number:	3393587	
Registration Number:	2855599	
Registration Number:	3626978	
Registration Number:	2206327	HZ
Registration Number:	3458601	AUTOGRIP
Registration Number:	3627386	FLEXSPOUT II
Registration Number:	3627385	FSII
Registration Number:	3610716	
Registration Number:	1988115	
Registration Number:	1914798	GORILLA
Registration Number:	1863650	GORILLA
Registration Number:	1863649	GORILLA
Registration Number:	1706562	THE GORILLA GRIP
Registration Number:	1711516	GORILLA
Registration Number:	1483315	GORILLA
Serial Number:	76688747	GORILLA GUARD
Serial Number:	77768283	PRO SERIES

CORRESPONDENCE DATA

Fax Number: (202)408-3141

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	363889-15

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	04/27/2010

Total Attachments: 126
source=4-27-10 Trimas-JPMorgan-TM#page1.tif
source=4-27-10 Trimas-JPMorgan-TM#page2.tif
source=4-27-10 Trimas-JPMorgan-TM#page3.tif
source=4-27-10 Trimas-JPMorgan-TM#page4.tif
source=4-27-10 Trimas-JPMorgan-TM#page5.tif
source=4-27-10 Trimas-JPMorgan-TM#page6.tif
source=4-27-10 Trimas-JPMorgan-TM#page7.tif
source=4-27-10 Trimas-JPMorgan-TM#page8.tif
source=4-27-10 Trimas-JPMorgan-TM#page9.tif
source=4-27-10 Trimas-JPMorgan-TM#page10.tif
source=4-27-10 Trimas-JPMorgan-TM#page11.tif
source=4-27-10 Trimas-JPMorgan-TM#page12.tif
source=4-27-10 Trimas-JPMorgan-TM#page13.tif
source=4-27-10 Trimas-JPMorgan-TM#page14.tif
source=4-27-10 Trimas-JPMorgan-TM#page15.tif
source=4-27-10 Trimas-JPMorgan-TM#page16.tif
source=4-27-10 Trimas-JPMorgan-TM#page17.tif
source=4-27-10 Trimas-JPMorgan-TM#page18.tif
source=4-27-10 Trimas-JPMorgan-TM#page19.tif
source=4-27-10 Trimas-JPMorgan-TM#page20.tif
source=4-27-10 Trimas-JPMorgan-TM#page21.tif
source=4-27-10 Trimas-JPMorgan-TM#page22.tif
source=4-27-10 Trimas-JPMorgan-TM#page23.tif
source=4-27-10 Trimas-JPMorgan-TM#page24.tif
source=4-27-10 Trimas-JPMorgan-TM#page25.tif
source=4-27-10 Trimas-JPMorgan-TM#page26.tif
source=4-27-10 Trimas-JPMorgan-TM#page27.tif
source=4-27-10 Trimas-JPMorgan-TM#page28.tif
source=4-27-10 Trimas-JPMorgan-TM#page29.tif
source=4-27-10 Trimas-JPMorgan-TM#page30.tif
source=4-27-10 Trimas-JPMorgan-TM#page31.tif
source=4-27-10 Trimas-JPMorgan-TM#page32.tif
source=4-27-10 Trimas-JPMorgan-TM#page33.tif
source=4-27-10 Trimas-JPMorgan-TM#page34.tif
source=4-27-10 Trimas-JPMorgan-TM#page35.tif
source=4-27-10 Trimas-JPMorgan-TM#page36.tif
source=4-27-10 Trimas-JPMorgan-TM#page37.tif
source=4-27-10 Trimas-JPMorgan-TM#page38.tif
source=4-27-10 Trimas-JPMorgan-TM#page39.tif
source=4-27-10 Trimas-JPMorgan-TM#page40.tif
source=4-27-10 Trimas-JPMorgan-TM#page41.tif
source=4-27-10 Trimas-JPMorgan-TM#page42.tif
source=4-27-10 Trimas-JPMorgan-TM#page43.tif
source=4-27-10 Trimas-JPMorgan-TM#page44.tif
source=4-27-10 Trimas-JPMorgan-TM#page45.tif
source=4-27-10 Trimas-JPMorgan-TM#page46.tif
source=4-27-10 Trimas-JPMorgan-TM#page47.tif

source=4-27-10 Trimas-JPMorgan-TM#page48.tif
source=4-27-10 Trimas-JPMorgan-TM#page49.tif
source=4-27-10 Trimas-JPMorgan-TM#page50.tif
source=4-27-10 Trimas-JPMorgan-TM#page51.tif
source=4-27-10 Trimas-JPMorgan-TM#page52.tif
source=4-27-10 Trimas-JPMorgan-TM#page53.tif
source=4-27-10 Trimas-JPMorgan-TM#page54.tif
source=4-27-10 Trimas-JPMorgan-TM#page55.tif
source=4-27-10 Trimas-JPMorgan-TM#page56.tif
source=4-27-10 Trimas-JPMorgan-TM#page57.tif
source=4-27-10 Trimas-JPMorgan-TM#page58.tif
source=4-27-10 Trimas-JPMorgan-TM#page59.tif
source=4-27-10 Trimas-JPMorgan-TM#page60.tif
source=4-27-10 Trimas-JPMorgan-TM#page61.tif
source=4-27-10 Trimas-JPMorgan-TM#page62.tif
source=4-27-10 Trimas-JPMorgan-TM#page63.tif
source=4-27-10 Trimas-JPMorgan-TM#page64.tif
source=4-27-10 Trimas-JPMorgan-TM#page65.tif
source=4-27-10 Trimas-JPMorgan-TM#page66.tif
source=4-27-10 Trimas-JPMorgan-TM#page67.tif
source=4-27-10 Trimas-JPMorgan-TM#page68.tif
source=4-27-10 Trimas-JPMorgan-TM#page69.tif
source=4-27-10 Trimas-JPMorgan-TM#page70.tif
source=4-27-10 Trimas-JPMorgan-TM#page71.tif
source=4-27-10 Trimas-JPMorgan-TM#page72.tif
source=4-27-10 Trimas-JPMorgan-TM#page73.tif
source=4-27-10 Trimas-JPMorgan-TM#page74.tif
source=4-27-10 Trimas-JPMorgan-TM#page75.tif
source=4-27-10 Trimas-JPMorgan-TM#page76.tif
source=4-27-10 Trimas-JPMorgan-TM#page77.tif
source=4-27-10 Trimas-JPMorgan-TM#page78.tif
source=4-27-10 Trimas-JPMorgan-TM#page79.tif
source=4-27-10 Trimas-JPMorgan-TM#page80.tif
source=4-27-10 Trimas-JPMorgan-TM#page81.tif
source=4-27-10 Trimas-JPMorgan-TM#page82.tif
source=4-27-10 Trimas-JPMorgan-TM#page83.tif
source=4-27-10 Trimas-JPMorgan-TM#page84.tif
source=4-27-10 Trimas-JPMorgan-TM#page85.tif
source=4-27-10 Trimas-JPMorgan-TM#page86.tif
source=4-27-10 Trimas-JPMorgan-TM#page87.tif
source=4-27-10 Trimas-JPMorgan-TM#page88.tif
source=4-27-10 Trimas-JPMorgan-TM#page89.tif
source=4-27-10 Trimas-JPMorgan-TM#page90.tif
source=4-27-10 Trimas-JPMorgan-TM#page91.tif
source=4-27-10 Trimas-JPMorgan-TM#page92.tif
source=4-27-10 Trimas-JPMorgan-TM#page93.tif
source=4-27-10 Trimas-JPMorgan-TM#page94.tif
source=4-27-10 Trimas-JPMorgan-TM#page95.tif
source=4-27-10 Trimas-JPMorgan-TM#page96.tif
source=4-27-10 Trimas-JPMorgan-TM#page97.tif
source=4-27-10 Trimas-JPMorgan-TM#page98.tif
source=4-27-10 Trimas-JPMorgan-TM#page99.tif
source=4-27-10 Trimas-JPMorgan-TM#page100.tif
source=4-27-10 Trimas-JPMorgan-TM#page101.tif
source=4-27-10 Trimas-JPMorgan-TM#page102.tif

source=4-27-10 Trimas-JPMorgan-TM#page103.tif
source=4-27-10 Trimas-JPMorgan-TM#page104.tif
source=4-27-10 Trimas-JPMorgan-TM#page105.tif
source=4-27-10 Trimas-JPMorgan-TM#page106.tif
source=4-27-10 Trimas-JPMorgan-TM#page107.tif
source=4-27-10 Trimas-JPMorgan-TM#page108.tif
source=4-27-10 Trimas-JPMorgan-TM#page109.tif
source=4-27-10 Trimas-JPMorgan-TM#page110.tif
source=4-27-10 Trimas-JPMorgan-TM#page111.tif
source=4-27-10 Trimas-JPMorgan-TM#page112.tif
source=4-27-10 Trimas-JPMorgan-TM#page113.tif
source=4-27-10 Trimas-JPMorgan-TM#page114.tif
source=4-27-10 Trimas-JPMorgan-TM#page115.tif
source=4-27-10 Trimas-JPMorgan-TM#page116.tif
source=4-27-10 Trimas-JPMorgan-TM#page117.tif
source=4-27-10 Trimas-JPMorgan-TM#page118.tif
source=4-27-10 Trimas-JPMorgan-TM#page119.tif
source=4-27-10 Trimas-JPMorgan-TM#page120.tif
source=4-27-10 Trimas-JPMorgan-TM#page121.tif
source=4-27-10 Trimas-JPMorgan-TM#page122.tif
source=4-27-10 Trimas-JPMorgan-TM#page123.tif
source=4-27-10 Trimas-JPMorgan-TM#page124.tif
source=4-27-10 Trimas-JPMorgan-TM#page125.tif
source=4-27-10 Trimas-JPMorgan-TM#page126.tif

Form PTO-1594 (Rev. 12-08)
OMB Collection 0651-0027 (exp. 01/31/2009)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

TRIMAS COMPANY LLC, A Delaware Limited Liability Company

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☒ Other a Delaware Limited Liability Company

Citizenship (see guidelines) Delaware, USA

Additional names of conveying parties attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank, N.A., as Collateral Agent (

Internal Address:

Street Address: 270 Park Avenue

City: New York

State: NY

Country: USA Zip: 10017

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☒ Corporation Citizenship New York, USA
☐ Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 06/06/2002

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule V

B. Trademark Registration No.(s)

See Schedule V

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Sakina Karkat

Internal Address: Cahill Gordon & Reindel LLP

Street Address:

City: New York

State: New York Zip: 10005

Phone Number: 212.701.3365

Fax Number: 212.378.2730

Email Address: skarkat@cahill.com

6. Total number of applications and registrations involved: 73

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $

☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number

Authorized User Name

9. Signature:

Signature

March 17, 2010
Date

Sakina Karkat
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 126

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Addendum to Cover Page of Trademark Cover Page

1. Name of conveying party(ies)

1-TRIMAS CORPORATION, a Delaware Corporation, USA
2-Arrow Engine Company, a Delaware Corporation, USA
3-Beaumont Bolt & Gasket, Inc., a Texas Corporation, USA
4-TriMas Company LLC, a Delaware Limited Liability Company fka Commonwealth Disposition, LLC, a Delaware Limited Liability Company, USA
5-Compac Corporation, a Delaware Corporation, USA
6-Consumer Products, Inc., a Wisconsin Corporation, USA
7-Cuyam Corporation, a Ohio Corporation, USA
8-Di-Rite Company, a Ohio Corporation, USA
9-Draw-Tite, Inc. , a Delaware Corporation, USA
10-Entegra Fastener Corporation, a Delaware Corporation, USA
11-Fulton Performance Products, Inc. , a Delaware Corporation, USA
12-Cequent Towing Products, Inc., a Delaware Corporation fka Hitch 'N Post, Inc., a Delaware Corporation, USA
13-Industrial Bolt & Gasket, Inc., a Louisiana Corporation, USA
14-TriMas Company LLC, a Delaware Limited Liability Company fka K.S. Disposition, Inc., a Michigan Corporation, USA
15-Keo Cutters, Inc., a Michigan Corporation, USA
16-Lake Erie Screw Corporation, a Ohio Corporation, USA
17-Lamons Metal Gasket Co., a Delaware Corporation, USA
18-Louisiana Hose & Rubber Co., a Louisiana Corporation, USA
19-Monogram Aerospace Fasteners, Inc., a Delaware Corporation, USA
20-Netcong Investments, Inc., a New Jersey Corporation, USA
21-TriMas Company LLC, a Delaware Limited Liability Company fka NI Foreign Military Sales Corp., a Delaware Corporation, USA
22-NI Industries, Inc., a Delaware Corporation, USA
23-NI West, Inc., a California Corporation, USA
24-Norris Cylinder Company, a Delaware Corporation, USA
25-Norris Environmental Services, Inc., a California Corporation, USA
26-Norris Industries, Inc., a California Corporation, USA
27-Plastic Form, Inc., a Delaware Corporation, USA
28-Reese Products, Inc., a Indiana Corporation, USA
29-Reska Spline Products, Inc., a Michigan Corporation, USA
30-Richards Micro-Tool, Inc., a Delaware Corporation, USA
31-Rieke Corporation, a Indiana Corporation, USA
32-Rieke of Indiana, Inc., a Indiana Corporation, USA
33-Rieke of Mexico, Inc., a Delaware Corporation, USA
34-Rieke Leasing Co., Incorporated , a Delaware Corporation, USA
35-TriMas Company, LLC, a Delaware Limited Liability Company, USA
36-TriMas Company LLC, a Delaware Limited Liability Company fka TriMas Fasteners, Inc., a Delaware Corporation, USA
37-TriMas Company, LLC, a Delaware Limited Liability Company fka TriMas Services Corp., a Delaware Corporation, USA
38-Wesbar Corporation, a Wisconsin Corporation, USA

SECURITY AGREEMENT dated as of June 6, 2002, among TRIMAS COMPANY LLC, a Delaware limited liability company (the "Parent Borrower"), TRIMAS CORPORATION, a Delaware corporation ("Holdings"), each Subsidiary Term Borrower party to the Credit Agreement referred to below (the "Subsidiary Term Borrowers"), each of the other subsidiaries of the Parent Borrower listed on Schedule I hereto (each such subsidiary and each Subsidiary Term Borrower individually a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors, Holdings and the Parent Borrower are referred to collectively herein as the "Grantors") and JPMORGAN CHASE BANK, a New York banking corporation ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined herein).

Reference is made to (a) the Credit Agreement dated as of June 6, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Parent Borrower, Holdings, the Subsidiary Term Borrowers, the Foreign Subsidiary Borrowers party thereto, the lenders from time to time party thereto (the "Lenders"), JPMCB, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, swingline lender and issuing bank (in such capacity, the "Issuing Bank") and the other agent banks party thereto and (b) the Guarantee Agreement dated as of June 6, 2002 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Parent Borrower, Holdings, the Subsidiary Term Borrowers party thereto, the other Subsidiary Guarantors and the Collateral Agent.

The Lenders have agreed to make Loans to the Parent Borrower, the Subsidiary Term Borrowers and the Foreign Subsidiary Borrowers (the Foreign Subsidiary Borrowers, the Subsidiary Term Borrowers and the Parent Borrower are referred to collectively herein as the "Borrowers"), and the Issuing Bank has agreed to issue Letters of Credit for the account of certain of the Borrowers, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Borrowers, Holdings and the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrowers under the Credit Agreement (upon the terms specified in the Guarantee Agreement). The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by any Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by any Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of any Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of any Borrower and each Loan Party under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all obligations of any Borrower under each Hedging Agreement entered into with any counterparty that was a Lender or Lender Affiliate at the time such Hedging Agreement was entered into and (d) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities

TRADEMARK
REEL: 004193 FRAME: 0682

owed to any Lender, any Lender Affiliate, the Administrative Agent or the Collateral Agent arising from treasury, depositary and cash management services or in connection with any automated clearinghouse transfer of funds (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "Obligations").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each Secured Party (and each of their respective successors or assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement and all references to the Uniform Commercial Code shall mean the Uniform Commercial Code in effect in the State of New York as of the date hereof.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Collateral" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds, provided that the term "Collateral" shall not include Excluded Assets.

"Commodity Account" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"Commodity Contract" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

TRADEMARK
REEL: 004193 FRAME: 0683

"Commodity Intermediary" shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

"Documents" shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Entitlement Holder" shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

"Equipment" shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"Excluded Assets" shall mean (a) any asset, including, without limitation, Accounts Receivable and proceeds of Inventory, of any kind, to the extent that (i) such asset is sold (or intended to be sold) to the Receivables Subsidiary pursuant to the Permitted Receivables Financing and (ii) such sale or intended sale is permitted by Section 6.05(c) or (e) of the Credit Agreement, (b) any asset acquired, constructed or improved pursuant to a capital lease or purchase money indebtedness permitted by Section 6.01(a)(ix) of the Credit Agreement and (c) Excluded Contracts.

"Excluded Contract" shall mean any contract or agreement to which a Grantor is a party or any governmental permit held by a Grantor to the extent that (a) the terms of such contract, agreement or permit prohibit or restrict the creation, incurrence or existence of the Security Interest therein or the assignment thereof without the consent of any party thereto other than such Grantor and (b) such prohibition or restriction is permitted under Section 6.10 of the Credit Agreement, provided that the term "Excluded Contract" shall not include any rights for any amounts due or to become due pursuant to any Excluded Contract; provided, further, that such Grantor shall use commercially reasonable efforts to obtain all consents or waivers necessary to permit the grant of the Security Interest in such Excluded Contract.

"Financial Asset" shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person that is, or is of

TRADEMARK
REEL: 004193 FRAME: 0684

a type, dealt with in or traded on financial markets, or that is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"Fixtures" shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable, including all goodwill, going concern value (other than any of the foregoing which relates to any Excluded Assets).

"Intellectual Property" shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this Agreement.

TRADEMARK
REEL: 004193 FRAME: 0685

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 1 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer of Holdings and the Parent Borrower respectively.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, and shall include (a) all cash and negotiable instruments received by or held on behalf of the Collateral Agent, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Bank, (e) each counterparty to a Hedging Agreement entered into with any Borrower if such counterparty was a Lender or a Lender Affiliate at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document, (g) the Administrative Agent or the Collateral Agent in respect of obligations owed to the Administrative Agent or the Collateral Agent arising from treasury, depository and cash management services or in connection with any automated clearinghouse transfer of funds and (h) the successors and assigns of each of the foregoing.

"Securities" shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer that (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or

TRADEMARK
REEL: 004193 FRAME: 0686

securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"Securities Account" shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Security Entitlements" shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"Security Interest" shall have the meaning assigned to such term in Section 2.01.

"Securities Intermediary" shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the

signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed (to the extent required by applicable law) Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements. The foregoing shall apply to cash and cash accounts only to the extent that such cash or cash account may be perfected by filing.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording,

registration or reregistration is necessary (other than the financing statements referred to above in Section 3.02(a) and such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement. The foregoing shall apply to cash and cash accounts only to the extent that such cash or cash accounts may be perfected by filing.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any

TRADEMARK
REEL: 004193 FRAME: 0689

part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Periodic Certification. Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, Holdings and the Parent Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer of Holdings and the Parent Borrower respectively (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, rerecordings and reregistrations, containing a description of the Collateral have been filed of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that the Collateral Agent reasonably believes constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Collateral within 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral.

TRADEMARK
REEL: 004193 FRAME: 0690

SECTION 4.05. Inspection and Verification. In accordance with Section 5.09 of the Credit Agreement, the Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification (except with respect to Excluded Assets). The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party (it being understood that any such information shall be deemed to be "Information" subject to the provisions of Section 10.12 of the Credit Agreement).

SECTION 4.06. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any reasonable expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account (except with respect to Excluded Assets), such Grantor shall promptly assign such security interest to the Collateral Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other person granting the security interest.

SECTION 4.08. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.09. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment for security, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not prohibited by this Agreement, the Credit Agreement or any other Loan Document.

TRADEMARK
REEL: 004193 FRAME: 0691

SECTION 4.10. Limitation on Modification of Accounts. Except with respect to Excluded Assets, none of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. Legend. Except with respect to Excluded Assets, each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.13. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Remedies

SECTION 5.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become

an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-611 of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral

TRADEMARK
REEL: 004193 FRAME: 0694

Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 5.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

TRADEMARK
REEL: 004193 FRAME: 0695

ARTICLE VI

Miscellaneous

SECTION 6.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 10.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it in care of the Parent Borrower at the Parent Borrower's address set forth in Section 10.01 of the Credit Agreement.

SECTION 6.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 6.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 6.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 6.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 6.06. Collateral Agent's Fees and Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges

TRADEMARK
REEL: 004193 FRAME: 0696

of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any monitoring or audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee or any of its Affiliates.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 6.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any Lender. All amounts due under this Section 6.06 shall be payable on written demand therefor.

SECTION 6.07. Governing Law. This agreement shall be construed in accordance with and governed by the laws of the State of New York.

SECTION 6.08. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent hereunder and of the Collateral Agent, the Issuing Bank, the Administrative Agent and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 10.02 of the Credit Agreement.

SECTION 6.09. Waiver of Jury Trial. Each party hereto hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any

TRADEMARK
REEL: 004193 FRAME: 0697

litigation directly or indirectly arising out of, under or in connection with this Agreement or any of the other loan documents. Each party hereto (a) certifies that no representative, agent or attorney of any other party has represented, expressly or otherwise, that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (b) acknowledges that it and the other parties hereto have been induced to enter into this Agreement and the other loan documents, as applicable, by, among other things, the mutual waivers and certifications in this Section 6.09.

SECTION 6.10. Severability. In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract (subject to Section 6.04), and shall become effective as provided in Section 6.04. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 6.12. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 6.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Collateral Agent, the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any New York State or Federal court. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 6.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

TRADEMARK
REEL: 004193 FRAME: 0698

SECTION 6.14. Termination. (a) This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the LC Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors or the Grantors' designee, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request from time to time to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 6.14(a) shall be without recourse to or warranty by the Collateral Agent.

(b) A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the capital stock of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Parent Borrower in accordance with the terms of the Credit Agreement; provided that the Required Lenders (or, if required by the terms of the Credit Agreement, such greater percentage of the Lenders specified in the Credit Agreement) shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise. The Security Interest in any Collateral that is sold, transferred or otherwise disposed of in accordance with this Agreement, the Credit Agreement and the other Loan Documents (including pursuant to a waiver or amendment of the terms thereof) shall automatically terminate and be released, and such Collateral shall be sold free and clear of the Lien and Security Interest created hereby. In connection with any of the foregoing, the Collateral Agent shall execute and deliver to the Grantors or the Grantors' designee, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents that the Grantors shall reasonably request from time to time to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 6.14(b) shall be without recourse to or warranty by the Collateral Agent.

SECTION 6.15. Additional Grantors. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

TRADEMARK
REEL: 004193 FRAME: 0699

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

TRIMAS CORPORATION,

by

Name: Todd Peters
Title: EVP & CFO

TRIMAS COMPANY LLC,

by

Name: Todd Peters
Title: EVP + CFO

EACH OF THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE I HERETO,

by

Name: Todd Peters
Title: VP

JPMORGAN CHASE BANK, as Collateral Agent,

by

Name: Bruce Borden
Title: VP

Schedule I

Arrow Engine Company
Beaumont Bolt & Gasket, Inc.
Commonwealth Disposition, LLC
Compac Corporation
Consumer Products, Inc.
Cuyam Corporation
Di-Rite Company
Draw-Tite, Inc.
Entegra Fastener Corporation
Fulton Performance Products, Inc.
Hitch 'N Post, Inc.
Industrial Bolt & Gasket, Inc.
K.S. Disposition, Inc.
Keo Cutters, Inc.
Lake Erie Screw Corporation
Lamons Metal Gasket Co.
Louisiana Hose & Rubber Co.
Monogram Aerospace Fasteners, Inc.
Netcong Investments, Inc.
NI Foreign Military Sales Corp.
NI Industries, Inc.
NI West, Inc.
Norris Cylinder Company
Norris Environmental Services, Inc.
Norris Industries, Inc.
Plastic Form, Inc.
Reese Products, Inc.
Reska Spline Products, Inc.
Richards Micro-Tool, Inc.
Rieke Corporation
Rieke of Indiana, Inc.
Rieke of Mexico, Inc.
Rieke Leasing Co., Incorporated
TriMas Company LLC
TriMas Fasteners, Inc.
TriMas Services Corp.
Wesbar Corporation

COPYRIGHTS

None.

PATENTS

Please see attached.

PATENTS

Registered Owner	Expiration Date	Registration Number	Matter Title
Arrow Engine Company	1/19/2028	7,631,741	ENGINE CLUTCH ACTUATOR
Cequent Consumer Products, Inc.	1/10/2026	7445120	FOLDING REUSABLE DISPLAY AND ARTICLE STORAGE PACKAGE
Cequent Consumer Products, Inc.	3/6/2021	D537,708	ELASTIC TIE DOWN STRAP
Cequent Electric Products, Inc.	9/5/2020	D527,710	VEHICLE BRAKE CONTROLLER
Cequent Electric Products, Inc.	6/27/2020	D523803	VEHICLE BRAKE CONTROLLER BRACKET
Cequent Electric Products, Inc.	4/24/2021	D541,449	SINGLE TAIL LIGHT MODULE
Cequent Electric Products, Inc.	4/17/2021	D540,967	DOUBLE TAIL LIGHT MODULE
Cequent Electric Products, Inc.	4/24/2021	D541,448	TRIPLE TAIL LIGHT MODULE
Cequent Electric Products, Inc.	9/18/2021	D551,363	LED VEHICLE LAMP
Cequent Electric Products, Inc.	10/2/2021	D552,041	BRAKE CONTROL
Cequent Electric Products, Inc.	5/8/2021	D542,444	VEHICLE LIGHT AND LENS
Cequent Electric Products, Inc.	5/15/2021	D542,950	RECTANGULAR DECORATIVE REFLECTOR FOR VEHICLE LIGHT WITH MULTIPLE LIGHT EMITTING DIODES
Cequent Electric Products, Inc.	1/13/2023	D584,695	HAND CONTROL UNIT FOR TRAILER MOUNTED BRAKE CONTROLLER
Cequent Electric Products, Inc.	8/18/2023	D598,395	POWER CONTROL UNIT FOR TRAILER MOUNTED BRAKE CONTROLLER
Cequent Electric Products, Inc.	1/20/2023	D585,149	SINGLE INTERIOR LAMP FOR A VEHICLE
Cequent Electric Products, Inc.	12/23/2022	D583,490	DOUBLE INTERIOR LAMP FOR A VEHICLE
Cequent Electric Products, Inc.	9/20/2025	7504920	MAGNETIC BRAKE ASSEMBLY
Cequent Performance Products, Inc.	11/30/2026	7530591	PIN BOX ASSEMBLY FOR TRAILER
Cequent Towing Products, Inc.	1/6/2018	D484,697	MODULAR CARGO TRAY
Cequent Towing Products, Inc.	9/1/2022	6942236	FIFTH WHEEL HITCH WITH ROCKER
Cequent Towing Products, Inc.	8/16/2022	6685210	ADJUSTABLE FIFTH WHEEL HITCH WITH ROLLERS
Cequent Towing Products, Inc.	7/20/2018	D493,134	STEPPED ACCESSORY BRACKET
Cequent Towing Products, Inc.	11/18/2017	D482,312	ACCESSORY ADAPTOR FOR A VEHICLE
Cequent Towing Products, Inc.	11/18/2017	D482,313	ADAPTOR FOR MOUNTING ACCESSORY TO A VEHICLE
Cequent Towing Products, Inc.	11/18/2017	D482,314	ACCESSORY RECEIVER UNIT WITH SWINGING ARM
Cequent Towing Products, Inc.	7/3/2022	7264259	VEHICLE ACCESSORY MOUNTING SYSTEM FIFTH WHEEL HITCH ASSEMBLY WITH IMPROVED JAW MECHANISM
Cequent Towing Products, Inc.	8/15/2023	7121573	VEHICLE ACCESSORY MOUNTING SYSTEM FIFTH WHEEL HITCH ASSEMBLY WITH IMPROVED JAW MECHANISM
Cequent Towing Products, Inc.	8/17/2024	7261311	FIFTH WHEEL HITCH ASSEMBLY WITH SELF-LOCATOR
Cequent Towing Products, Inc.	11/22/2015	5727806	UTILITY TOW BAR
Cequent Towing Products, Inc.	3/3/2021	7029020	SWAY CONTROL CONVERSION BRACKET
Cequent Towing Products, Inc.	3/29/2022	6983950	INTERCHANGEABLE HITCH BALL HAVING PLUNGER WITH J-SHAPED CHANNEL (CON: QUICK CHANGE HITCH BALL ASSEMBLY)
Cequent Towing Products, Inc.	11/27/2015	D451,060	STEP OVER HITCH BOX
Cequent Towing Products, Inc.	5/11/2013	D409,526	STRUT FOR TRAILER TOP
Cequent Towing Products, Inc.	1/20/2018	D485,484	LATCH FOR ACCESSORY BRACKET RECEIVER
Cequent Towing Products, Inc.	8/19/2017	D478,544	ACCESSORY BRACKET
Cequent Towing Products, Inc.	8/12/2017	D478,271	ACCESSORY BRACKET RECEIVER
Cequent Towing Products, Inc.	7/22/2017	D477,562	CARGO CARRIER
Cequent Towing Products, Inc.	6/15/2013	D410,891	BIKE RACK

Cequent Towing Products, Inc.	5/2/2014	D423,998	MOUNTING LEG FOR A FIFTH WHEEL HITCH
Cequent Towing Products, Inc.	5/25/2021	6601868	ADJUSTABLE TOWING HITCH ASSEMBLY
Cequent Towing Products, Inc.	7/2/2024	7114741	ADJUSTABLE TOWING HITCH ASSEMBLY
Cequent Towing Products, Inc.	7/29/2017	D477,797	SINGLE-WHEEL TRAILER
Cequent Towing Products, Inc.	9/6/2021	6722682	TRAILER HITCH WITH LOAD ADJUSTMENT
Cequent Towing Products, Inc.	11/1/2025	7469808	STABILIZING MEMBER FOR A BICYCLE CARRIER
Cequent Trailer Products, Inc.	6/10/2022	6652335	POSITIONALLY ADJUSTABLE MOUNTING DEVICE
Cequent Trailer Products, Inc.	10/16/2023	6869095	TRAILER COUPLER ASSEMBLY
Cequent Trailer Products, Inc.	7/20/2024	7410184	TRAILER COUPLER ASSEMBLY
Cequent Trailer Products, Inc.	10/30/2021	D554,029	TRAILER COUPLER ASSEMBLY
Cequent Trailer Products, Inc.	7/27/2024	7100231	FOLDABLE RAMP HAVING RUNG HINGE
Cequent Trailer Products, Inc.	10/2/2022	6848546	SURGE BRAKE ACTUATOR
Cequent Trailer Products, Inc.	2/18/2023	6893006	MULTI-SPEED DROP LEG MECHANICAL JACK FOR USE WITH A TRAILER
Cequent Trailer Products, Inc.	12/18/2023	7325786	MULTI-SPEED DROP LEG MECHANICAL JACK FOR USE WITH A TRAILER
Cequent Trailer Products, Inc.	3/22/2027	7407151	INTEGRATED JACK AND WINCH ASSEMBLY
Cequent Trailer Products, Inc.	2/5/2022	D561,424	POWERED DRIVE FOR JACK (No cover)
Cequent Trailer Products, Inc.	1/22/2022	D560,324	POWERED DRIVE FOR JACK (No cover)
Cequent Trailer Products, Inc.	9/16/2022	D577,175	HANDLE FOR JACK ASSEMBLY JACK ASSEMBLY (CON)
Cequent Trailer Products, Inc.	5/6/2022	D568,575	DUAL WHEEL CASTER FOR JACK ASSEMBLY
Cequent Trailer Products, Inc.	5/27/2022	D570,072	SINGLE WHEEL CASTER FOR JACK ASSEMBLY
Cequent Trailer Products, Inc.	7/2/2023	D595,921	WINCH BODY
Cequent Trailer Products, Inc.	7/7/2023	D595,923	WINCH HANDLE
Cequent Trailer Products, Inc.	7/14/2023	D596,369	2 SPEED XLT (WINCH COVER)
Cequent Trailer Products, Inc.	11/10/2023	D603,780	WELDABLE SQUARE TIRE MOUNT
Fulton Performance Products, Inc.	9/25/2022	6810820	ADJUSTABLE WORKSTATION
Fulton Performance Products, Inc.	2/25/2017	D470,743	PADLOCK
Hidden Hitch of Canada	12/10/2016	D466,845	REINFORCEMENT RING FOR A TRAILER HITCH RECEIVER
Rieke Corporation	10/28/2014	5680953	PLASTIC DRUM CLOSURE
Rieke Corporation	12/8/2012	5379913	FLANGE EXTENSION FOR EXTERNALLY DETACHABLE DRUM LINER
Rieke Corporation	9/22/2015	5609262	TAMPER EVIDENT, CHILD-RESISTANT CLOSURE
Rieke Corporation	12/8/2015	5641099	NESTABLE POURING SPOUT ASSEMBLY
Rieke Corporation	12/8/2015	5660302	REMOVEABLE PLASTIC PLUG WITH PULL RING
Rieke Corporation	12/8/2015	5797525	NESTABLE POURING SPOUT ASSEMBLY
Rieke Corporation	11/16/2013	5971189	PLASTIC DRUM CLOSURE
Rieke Corporation	12/19/2017	5943757	A ONE-STEP INSERTION DIE FOR A THREADED FITTING
Rieke Corporation	5/4/2019	6168035	CHILD-RESISTANT THREADED CLOSURE
Rieke Corporation	2/8/2021	6418608	CONVERTIBLE FLANGE INSERTION MACHINE
Rieke Corporation	7/19/2022	7040509	CONTAINER FOR LIQUIDS, INCLUDING SEALING MECHANISMS
Rieke Corporation	10/30/2022	6843389	SEALING MECHANISMS FOR USE IN LIQUID-STORAGE CONTAINERS
Rieke Corporation	11/12/2022	6832425	GASKET SINGULATION AND INSERTION APPARATA AND METHODS
Rieke Corporation		7347343	CONTAINER FOR LIQUIDS INCLUDING SEALING MECHANISMS
Rieke Corporation	9/12/2022	6997354	SEALING MECHANISMS FOR USE IN LIQUID-STORAGE CONTAINERS
Rieke Corporation	3/21/2023	6854617	BLOW-MOLDED PAINT CONTAINER

Rieke Corporation	6/4/2023	6874656	VENTED CLOSURE
Rieke Corporation	6/8/2018	D491,062	THREADED PLUG FOR A CLOSURE ASSEMBLY
Rieke Corporation	9/15/2023	6968968	CONTAINER CLOSURE ASSEMBLY WITH SNAP-ON OVERCAP
Rieke Corporation	1/28/2024	7168594	CHILD-RESISTANT DISPENSING PUMP
Rieke Corporation	8/14/2024	7121437	CLOSED LOOP FLUID DISPENSING SYSTEM
Rieke Corporation	9/10/2024	7389893	INVERTED DISPENSING PUMP
Rieke Corporation	10/11/2019	D510,522	SNAP-ON HANDLE FOR A CONTAINER
Rieke Corporation	8/15/2020	D526,758	INTERNALLY THREADED FLANGE FOR A DRUM HEAD
Rieke Corporation	9/9/2025	7513387	CLOSURE ASSEMBLY FOR A CONTAINER
Rieke Corporation	3/29/2026	7299950	A DISPENSING APPARATUS
Rieke Corporation	3/10/2026	7377408	FLUID DISPENSER
Rieke Corporation	7/5/2026	7568585	A PLASTIC, SNAP-ON CAPSEAL
Rieke Corporation	3/21/2023	7108149	BLOW-MOLDED PAINT CONTAINER
Rieke Corporation	7/19/2022	7216779	SEALING MECHANISMS FOR USE IN LIQUID-STORAGE CONTAINERS
Rieke Corporation	3/20/2021	D539,005	A CLOSING PLUG FOR A CONTAINER-INSTALLED FLANGE
Rieke Corporation	4/27/2025	7464830	A CLOSURE ASSEMBLY FOR A CONTAINER
Rieke Corporation	12/5/2020	D533,329	THREADED FLANGE FOR INSTALLATION INTO A CONTAINER HEAD
Rieke Corporation	11/12/2022	7131177	GASKET INSERTION APPARATUS AND METHOD
Rieke Corporation	7/27/2027	7575123	TAMPER-EVIDENT LOCKING BAND FOR A CONTAINER CLOSURE
Rieke Corporation	11/30/2024	7325704	INVERTED DISPENSING PUMP WITH VENT BAFFLE
Rieke Corporation	3/30/2026	7353973	SEAL RETAINER FOR USE IN LIQUID-STORAGE CONTAINERS
Rieke Corporation	8/30/2024	7367476	AIRLESS DISPENSING PUMP WITH TAMPER EVIDENCE FEATURES
Rieke Corporation	3/31/2027	7468049	DUAL SYRINGE ADAPTER
Rieke Corporation	7/19/2022	7175051	CONTAINER FOR LIQUIDS, INCLUDING SEALING MECHANISMS
Rieke Corporation	10/18/2027	7614530	A CLOSURE ASSEMBLY HAVING A SPOUT WITH A MEMORY BAND FOR SPOUT DIRECTING
Rieke Corporation	6/8/2024	7520403	A CLOSURE ASSSEMBLY FOR A CONTAINER
Rieke Corporation	4/18/2027	7497489	CONTAINER AND LID COMBINATION WITH CLOSING RING ASSEMBLY
Rieke Corporation	6/22/2024	7,080,749 C1	REQUESTING RE-EXAMINATION OF U.S. PATENT NO. 7,080,749 (AMERICAN FLANGE)
Rieke Corporation	12/5/2027	7591054	INSERTION DIE TOOLING FOR FLANGE INSTALLATION AND THE METHOD OF USE
Rieke Corporation	2/8/2022	6722519	CONTAINER AND METHOD FOR PREVENTING LEAKAGE THEREFROM THROUGH ISOLATING DEFORMATION IN THE CONTAINER
Rieke Corporation	2/8/2022	7168585	CONTAINER AND METHOD FOR PREVENTING LEAKAGE THEREFROM THROUGH ISOLATING DEFORMATION IN THE CONTAINER
Rieke Corporation	3/25/2022	D564,878	CLOSING CAP FOR A CONTAINER CLOSURE
Rieke Corporation	3/25/2022	D564,879	PLASTIC PLUG WITH OVERCAP
Rieke Corporation	4/22/2022	D567,087	CLOSING CAP FOR A CONTAINER CLOSURE, AS INSTALLED, WITH RETAINING RING
Rieke Corporation	4/22/2022	D567,081	BAIL HANDLE DESIGN FOR A CLOSING CAP
Rieke Corporation	12/23/2022	D583,235	PLASTIC PLUG WITH OVERCAP
Rieke Corporation	12/17/2025	7461762	PUMP DISPENSERS
Rieke Corporation		7641077	PUMP DISPENSERS
Rieke Corporation	6/29/2023	7500582	DISPENSER PUMPS
Rieke Corporation	9/1/2023	D599,169	SINGLE SERVING BEVERAGE CONTAINER
Rieke Corporation	10/27/2023	D602,778	FITMENT FOR A CONTAINER
Rieke Corporation	12/29/2023	D606,863	FITMENT FOR A CONTAINER, AS INSTALLED IN A PLASTIC BAG

Rieke Corporation	4/6/2024	7,204,289	WELDING TIP
Tekonsha Towing Systems, Inc.	8/17/2018	D494,547	ELECTRONIC CONTROLLER FOR TOWED VEHICLE BRAKES
Tekonsha Towing Systems, Inc.	9/22/2009	5149176	CONTROLLER FOR ELECTRIC BRAKING SYSTEMS
Tekonsha Towing Systems, Inc.	10/4/2011	5352028	CONTROLLER FOR ELECTRIC BRAKING SYSTEMS
Tekonsha Towing Systems, Inc.	4/21/2015	5741048	CONTROLLER FOR ELECTRIC BRAKING SYSTEMS
Tekonsha Towing Systems, Inc.	12/13/2011	5241241	STOP LIGHT CONVERTER FOR DUAL STOP AND TURN LAMPS
Tekonsha Towing Systems, Inc.	12/13/2011	5289103	BATTERY CHARGER FOR TOWED VEHICLE
Tekonsha Towing Systems, Inc.	6/22/2013	5333948	MULTIPLE-GAIN ELECTRONIC BRAKE ACTUATOR WITH TRIGGER POINT INERTIAL SENSOR
Tekonsha Towing Systems, Inc.	8/20/2016	6068352	MICROPROCESSOR-BASED CONTROL FOR TRAILER BRAKES
Tekonsha Towing Systems, Inc.	3/18/2011	D378,511	ELECTRONIC CONTROLLER FOR ELECTRIC BRAKES
Tekonsha Towing Systems, Inc.	12/30/2011	D388,523	LIGHT FIXTURE FOR RECREATIONAL VEHICLES
Tekonsha Towing Systems, Inc.	10/6/2012	D399,187	MULTIPLE-CONTACT ELECTRICAL CONNECTOR
Tekonsha Towing Systems, Inc.	9/12/2017	6027234	LIGHT FIXTURE WITH ACTUATOR-RETAINED SWITCH
Tekonsha Towing Systems, Inc.	10/9/2017	6048224	SEALED MULTIPLE-CONTACT ELECTRICAL CONNECTOR
Tekonsha Towing Systems, Inc.	10/9/2017	6338644	SEALED MULTIPLE-CONTACT ELECTRICAL CONNECTOR
Tekonsha Towing Systems, Inc.	12/5/2017	6015222	LIGHT FIXTURE WITH SNAP IN COMPONENTS
Tekonsha Towing Systems, Inc.	11/9/2018	6166516	BATTERY CHARGER FOR TOWED VEHICLES AND THE LIKE
Tekonsha Towing Systems, Inc.	9/23/2019	6626504	BRAKE ACTUATION SYSTEM FOR TOWED VEHICLES
Tekonsha Towing Systems, Inc.	1/30/2015	D436,932	ELECTRONIC CONTROLLER FOR TOWED VEHICLE BRAKES
Tekonsha Towing Systems, Inc.	11/21/2014	D434,011	ELECTRONIC CONTROLLER FOR TOWED VEHICLE BRAKES
Tekonsha Towing Systems, Inc.	11/28/2014	D434,391	ELECTRONIC CONTROLLER FOR TOWED VEHICLE BRAKES
Tekonsha Towing Systems, Inc.	11/7/2014	D433,387	VEHICLE BRAKE CONTROLLER WITH INTEGRAL MOUNT
Tekonsha Towing Systems, Inc.	10/29/2019	6282480	ELECTRONIC BRAKE CONTROLLER AND DISPLAY
Tekonsha Towing Systems, Inc.	11/22/2020	6445993	BRAKE CONTROL UNIT
Tekonsha Towing Systems, Inc.	11/22/2020	6615125	BRAKE CONTROL UNIT
Tekonsha Towing Systems, Inc.	12/26/2014	D435,494	TOWED VEHICLE BRAKE CONTROLLER AND MOUNT
Tekonsha Towing Systems, Inc.	11/28/2014	D434,392	BRAKE CONTROLLER FOR TOWED VEHICLES
Tekonsha Towing Systems, Inc.	11/21/2014	D434,161	LIGHTING UNIT FOR VEHICLES
Tekonsha Towing Systems, Inc.	1/7/2017	D468,273	BRAKE CONTROLLER
Tekonsha Towing Systems, Inc.	1/14/2017	D468,704	BRAKE CONTROLLER
Tekonsha Towing Systems, Inc.	1/14/2017	D468,705	BRAKE CONTROLLER
Tekonsha Towing Systems, Inc.	8/17/2018	D494,547	ELECTRONIC CONTROLLER FOR TOWED VEHICLE BRAKES

PATENT APPLICATIONS

Registered Owner	Expiration Date	Registration Number	Matter Title
Cequent Consumer Products, Inc.		29/333278	RATCHET FOR LOAD-SECURING TIE-DOWN STRAP
Cequent Consumer Products, Inc.		12/150,391	TRAILER COUPLER HAVING AN INTEGRATED LOCK
Cequent Consumer Products, Inc.		05/42027	SEMI-RIGID CARRIER
Cequent Consumer Products, Inc.		12/152,987	INTEGRATED HITCH STEP
Cequent Consumer Products, Inc.		12/381,287	RETRACTABLE ADAPTER
Cequent Consumer Products, Inc.		12/383,919	RATCHET MECHANISM
Cequent Consumer Products, Inc.		12/455,373	RAMP INSERT
Cequent Consumer Products, Inc.		12/387,686	EXTENDABLE HANDLE LEVERAGE RATCHET
Cequent Consumer Products, Inc.		12/455,902	TRAILER UTILITY BOX

Cequent Consumer Products, Inc.		12/455,907	TRAILER RECEIVER LOCK
Cequent Consumer Products, Inc.		61/201,193	MOUNTING BRACKET FOR TRAILER WIRING CONNECTOR
Cequent Consumer Products, Inc.		29/315,057	WIRING CONNECTOR
Cequent Consumer Products, Inc.		29/315,643	L-HANDLE TIE DOWN
Cequent Consumer Products, Inc.		61/270,762	ADJUSTABLE TARP STRAP
Cequent Consumer Products, Inc.		61/270,761	ADJUSTABLE CAM BUCKLE
Cequent Consumer Products, Inc.		29/345,943	PIN ADAPTOR (78119)
Cequent Consumer Products, Inc.		29/345,947	PIN ADAPTOR (78117)
Cequent Consumer Products, Inc.		29/345,948	PIN ADAPTOR (78116)
Cequent Electric Products, Inc.		11/247,690	BRAKE CONTROL UNIT
Cequent Electric Products, Inc.		11/247,010	BRAKE CONTROL UNIT
Cequent Electric Products, Inc.		09/964,086	MAGNETIC BRAKE ASSEMBLY
Cequent Electric Products, Inc.		09/430,552	LOAD DUMP PROTECTION CIRCUIT
Cequent Electric Products, Inc.		61/200,205	UNIVERSAL TRAILER MOUNTED PROPORTIONAL BRAKE CONTROLLER
Cequent Electric Products, Inc.		12/381,340	TRAILER SIGNAL CONVERTER
Cequent Performance Products, Inc.		12/416328	PIN BOX ASSEMBLY FOR TRAILER
Cequent Towing Products, Inc.		12/578,978	REMOVABLE SAFETY CHAIN TIE DOWN APPARATUS
Cequent Towing Products, Inc.		12/384,598	INTERCHANGEABLE HITCH BALL ASSEMBLY
Cequent Towing Products, Inc.		12/587,179	ADJUSTABLE HITCH ASSEMBLY
Cequent Towing Products, Inc.		12/603,755	COUPLER ASSEMBLY
Cequent Towing Products, Inc.		29/313,947	38180 DOUBLE BALL (BALL MOUNT)
Cequent Towing Products, Inc.		12/615,740	38180 DOUBLE BALL (BALL MOUNT)
Cequent Towing Products, Inc.		12/609,062	UNDERBED HITCH MOUNTING SYSTEM
Cequent Towing Products, Inc.		12/580,797	FIFTH WHEEL HITCH
Cequent Towing Products, Inc.		05/0248124	STABILIZING MEMBER FOR A BICYCLE CARRIER
Cequent Towing Products, Inc.		08-0315557	APPARATUS AND METHODS FOR REMOTELY CONTROLLING FIFTH WHEEL HITCH ASSEMBLY
Cequent Towing Products, Inc.		08-0143078	APPARATUS AND METHODS FOR WEIGHT DISTRIBUTION AND SWAY CONTROL
Cequent Towing Products, Inc.		05/0040623	TOWING ASSEMBLY
Cequent Towing Products, Inc.		07/0102897	SINGLE JAW LATCH MECHANISM FOR FIFTH WHEEL HITCH
Cequent Towing Products, Inc.		06/0261111	MODULAR CARGO CARRIER ASSEMBLY
Cequent Towing Products, Inc.		06/0186637	ADJUSTABLE TOWING HITCH ASSEMBLY
Cequent Towing Products, Inc.		08-0129012	ADJUSTABLE TOWING HITCH ASSEMBLY
Cequent Trailer Products, Inc.		12/221,102	TRAILER COUPLER ASSEMBLY
Cequent Trailer Products, Inc.		10/682,851	SWIVEL JACK ASSEMBLY
Cequent Trailer Products, Inc.		11/585,022	APPARATUS AND METHODS FOR RETAINING PINS AND BUSHINGS
Cequent Trailer Products, Inc.		11/700,671	POWERED DRIVE FOR JACK (No cover)
Cequent Trailer Products, Inc.		11/982,722	MASTER CYLINDER
Cequent Trailer Products, Inc.		11/641,469	DUAL OUTPUT GEAR MOTOR
Cequent Trailer Products, Inc.		12/148,860	HEAVY DUTY PIVOT HINGE, TRAILER TONGUE PIVOT HINGE
Cequent Trailer Products, Inc.		11/894,117	SURGE BRAKE ACTUATOR
Cequent Trailer Products, Inc.		11/752,450	GOOSENECK COUPLER HAVING AN ANTI-RATTLE DEVICE
Cequent Trailer Products, Inc.		12/218,515	HANDLE FOR JACK ASSEMBLY, JACK ASSEMBLY (CON)
Cequent Trailer Products, Inc.		12/291,455	COUPLER FOR TOWED VEHICLES
Cequent Trailer Products, Inc.		09/56688	VERTICALLY ADJUSTABLE MOUNT FOR JACK ASSEMBLY

Cequent Trailer Products, Inc.		09/56696	WINCH ASSEMBLY
Cequent Trailer Products, Inc.		12/558,252	WINCH ASSEMBLY
Cequent Trailer Products, Inc.		29/312,767	BOLT-ON ANGLED TIRE MOUNT
Cequent Trailer Products, Inc.		29/312,766	WELDABLE ANGLED TIRE MOUNT
Cequent Trailer Products, Inc.		29/312,765	BOLT ON TIRE MOUNT WITH SQUARE BODY
Cequent Trailer Products, Inc.		61/208,166	JACK ASSEMBLY WITH MULTIPLE DEGREES OF FREEDOM
Cequent Trailer Products, Inc.		61/201,543	ADJUSTABLE HANDLE FOR WINCH AND JACK
Cequent Trailer Products, Inc.		61/208,097	F2 ADJUSTABLE A-FRAME JACK
Monogram Aerospace Fasteners, Inc.		11/712350	MECHANICALLY LOCKED BLIND BOLT FASTENER
Monogram Aerospace Fasteners		11/712023	BLIND BOLT FASTENER
Monogram Aerospace Fasteners		61/164141	BLIND BOLT FASTENER
Monogram Aerospace Fasteners		61/226358	LOW PROFILE DUAL-ACTION DISPOSABLE CLAMP
Rieke Corporation		10/602905	CLOSURE ASSEMBLY
Rieke Corporation		12/266635	BAG-IN-BOX ASSEMBLY
Rieke Corporation		61/176213	VENTED CLOSURE ASSEMBLY FOR A CONTAINER
Rieke Corporation		29/336670	CLOSURE FOR A CONTAINER WITH RETAINING RING
Rieke Corporation		29/336685	CLOSURE FOR A CONTAINER WITH RETAINING RING
Rieke Corporation		29/336681	CLOSURE FOR A CONTAINER WITH RETAINING RING
Rieke Corporation		29/336677	CLOSURE FOR A CONTAINER WITH RETAINING RING
Rieke Corporation		12/560767	CLOSURE ASSEMBLY HAVING A SPOUT WITH A MEMORY BAND FOR SPOUT DIRECTING
Rieke Corporation		12/629449	PUMP DISPENSERS
Rieke Corporation		12/640371	AIRLESS DISPENSING PUMP
Rieke Corporation		12/611211	VENTED CLOSURE ASSEMBLY FOR A CONTAINER

PATENT LICENSES

Licensee	Licensor	Registration Number	Expiration Date
Cequent Performance Products, Inc.	Ride Restyle, LLC	61/062,193	3 Years from January 24, 2009 with automatic 1 year renewals
Cequent Trailer Products, Inc.	Valley Industries, LLC	6722686	
Cequent Trailer Products, Inc.	TRAC Outdoor Products Co.	6533445	Perpetual with 6 month notice of termination
Diversi-Tech Corp.	Cequent Trailer Products, Inc.	6722686	Perpetual
Fulton Performanc Products, Inc.	JME Products Corporation	5529034	Perpetual

TRADEMARKS

Please see attached.

TRADEMARKS

Registered Owner	Expiration Date	Registration Number	Matter Title
Cequent Consumer Products, Inc.	10/12/2004	2,893,902	METAL-SHIELD
Cequent Consumer Products, Inc.	9/8/2009	3,678,634	RAMPARTS
Cequent Consumer Products, Inc.	7/14/2009	3,655,851	HIGHLAND ON THE GO
Cequent Consumer Products, Inc.	8/8/2006	3,127,967	TOW BEAST
Cequent Consumer Products, Inc.	11/10/2009	3,709,979	PITBULL
Cequent Consumer Products, Inc.	11/10/2009	3,709,980	HIGHLAND
Cequent Performance Products, Inc.	3/26/2002	2,553,893	D & DESIGN (HITCHBALL)
Cequent Performance Products, Inc.	7/11/2006	3,114,795	THE GOOSE
Cequent Performance Products, Inc.	8/8/2006	3,127,564	SIGNATURE SERIES
Cequent Performance Products, Inc.	7/4/2006	3,112,895	BUILT FOR EXTREMES, DESIGNED FOR EVERYDAY LIFE
Cequent Performance Products, Inc.	7/29/2003	2,741,905	BRAKEMAN
Cequent Performance Products, Inc.	3/8/2005	2,931,647	BUMPER PACK
Cequent Performance Products, Inc.	7/27/2004	2,867,881	STRAIT-LINE
Cequent Performance Products, Inc.	9/19/2006	3,146,669	PLATYPUS
Cequent Performance Products, Inc.	12/12/2006	3,184,591	M.O.V.E. MOBILE ORGANIZATIONAL VEHICLE EQUIPMENT
Cequent Performance Products, Inc.	12/31/2002	2,668,912	REESE
Cequent Performance Products, Inc.	12/25/2007	3,361,120	TOW READY
Cequent Performance Products, Inc.	3/27/2007	3,222,711	ULTRA FRAME
Cequent Performance Products, Inc.	10/31/2006	3,166,254	M.O.V.E. and Design
Cequent Performance Products, Inc.	10/2/2007	3,301,469	REESE OUTFITTER
Cequent Performance Products, Inc.	2/10/2009	3,571,141	HIDDEN HITCH
Cequent Performance Products, Inc.	11/17/1992	1,734,183	HIDDEN HITCH
Cequent Performance Products, Inc.	7/18/2006	3,117,914	ONE WRENCH TIGHTENING SYSTEM
Cequent Performance Products, Inc.	7/19/2005	2,973,985	INTERLOCK
Cequent Performance Products, Inc.	9/30/2008	3,508,375	INTELLA-STOP
Cequent Performance Products, Inc.	1/6/2009	3,557,120	TITAN
Cequent Performance Products, Inc.	2/26/2008	3,387,969	ECLIPSE BULLDOG ENGINEERED AND DESIGN
Cequent Performance Products, Inc.	5/21/2002	2,570,768	SENTINEL
Cequent Performance Products, Inc.	6/11/2002	2,577,271	ACCUPOWER
Cequent Performance Products, Inc.	10/23/2007	3,319,685	POINT AND GO
Cequent Performance Products, Inc.	7/5/1988	1,494,963	TEKONSHA
Cequent Performance Products, Inc.	3/19/2002	2,549,043	POD AND DESIGN
Cequent Performance Products, Inc.	12/18/2001	2,519,474	ELECTROTEK
Cequent Performance Products, Inc.	12/24/2002	2,666,828	DIGITRAC
Cequent Performance Products, Inc.	8/6/2002	2,604,327	PRODIGY
Cequent Performance Products, Inc.	3/6/2001	2,433,941	ENVOY
Cequent Performance Products, Inc.	7/25/2006	3,119,928	PRIMUS (STYLIZED)
Cequent Performance Products, Inc.	5/31/2005	2,957,403	OMNITRAC
Cequent Performance Products, Inc.	2/6/2001	2,427,095	VOYAGER
Cequent Performance Products, Inc.	2/5/2002	2,535,727	SHUR-SET III (STYLIZED)
Cequent Performance Products, Inc.	12/18/2001	2,519,473	ACCUTRAC
Cequent Performance Products, Inc.	12/12/2006	3,182,902	PINNACLE

Cequent Performance Products, Inc.	2/4/2003	2,684,067	POWERTRAC
Cequent Performance Products, Inc.	3/20/2001	2,437,085	PILOT
Cequent Performance Products, Inc.	7/22/2008	3,473,085	P3 AND DESIGN
Cequent Performance Products, Inc.	7/22/2008	3,473,086	P3
Cequent Performance Products, Inc.	9/13/1983	1,250,935	DRAW-TITE AND DESIGN
Cequent Performance Products, Inc.	9/11/2001	2,486,994	HIDDEN HITCH AND DESIGN
Cequent Performance Products, Inc.	9/20/2005	2,996,240	OUTFITTER
Cequent Performance Products, Inc.	7/16/2002	2,593,596	BARGMAN
Lamons Gasket Company	9/14/1976	1,047,988	LAMONS
Lamons Gasket Company	9/23/2008	3,504,689	CMG
Rieke Corporation	7/14/1953	577,396	MULTI-METER & DESIGN
Rieke Corporation	2/6/1990	1,581,566	TAMPER-LOC
Rieke Corporation	10/10/2006	3,152,637	VISEGRIP II
Rieke Corporation	11/6/2007	3,330,075	VGII
Rieke Corporation	3/4/2008	3,393,587	VISEGRIP II FLANGE PRODUCT CONFIGURATION
Rieke Corporation	6/22/2004	2,855,599	DESIGN ONLY (HEX UNINSTALLED
Rieke Corporation	5/26/2009	3,626,978	DESIGN ONLY (BUTTERFLY - UNINSTALLED
Rieke Corporation	12/1/1998	2,206,327	HZ (STYLIZED)
Rieke Corporation	7/1/2008	3,458,601	AUTOGRIP
Rieke Corporation	5/26/2009	3,627,386	FLEXSPOUT II
Rieke Corporation	5/26/2009	3,627,385	FSII
Rieke Corporation	4/28/2009	3,610,716	CLOSURE CONFIGURATION DESIGN

TRADEMARK APPLICATIONS

Registered Owner	Status	Registration Number	Matter Title
Cequent Performance Products, Inc.	Pending	77768283	PRO SERIES

TRADEMARK LICENSES

Licensor	Registration Number	Expiration Date
Amcor Industries, Inc.	1,988,115	Perpetual
Amcor Industries, Inc.	1,914,798	Perpetual
Amcor Industries, Inc.	1,863,650	Perpetual
Amcor Industries, Inc.	1,863,649	Perpetual
Amcor Industries, Inc.	1,706,562	Perpetual
Amcor Industries, Inc.	1,711,516	Perpetual
Amcor Industries, Inc.	1,483,315	Perpetual
Amcor Industries, Inc.	76/688,747	Perpetual

OHIO SECRETARY OF STATE
PROCESSING STATEMENT
12/24/97

CHARTER NUMBER: CP000849
ROLL AND FRAME: 6112-1485

06112-1485

CORPORATION:	DOCUMENT NUMBER	CODE	FEE
HIGHLAND GROUP CORPORATION	97122430101	ARF	150.00
	97122430101	MIS	10.00

067605

RETURN TO: CALFEE, HALTER & GRISWOLD
ATTN C BRAUNSCHWEIG
88 E BROAD ST STE 1500
COLUMBUS OH 43215

TOTAL : 160.00

0443

06112-1486

The State of Ohio

Bob Taft

Secretary of State

CP 849

Certificate

It is hereby certified that the Secretary of State of Ohio has custody of the Records of Incorporation and Miscellaneous Filings; that said records show the filing and recording of: ARF MIS

of:

HIGHLAND GROUP CORPORATION

United States of America
State of Ohio
Office of the Secretary of State

Recorded on Roll 6112 at Frame 1487 of the Records of Incorporation and Miscellaneous Filings.

Witness my hand and the seal of the Secretary of State at Columbus, Ohio, this 23RD day of DEC, A.D. 19 97.

Bob Taft
Bob Taft
Secretary of State

TRADEMARK
REEL: 004193 FRAME: 0714

06112-1487

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form ARF (December 1990)

Approved
Date 12-23-97
Fee $150.00
9712243101

ARTICLES OF INCORPORATION

(Under Chapter 1701 of the Ohio Revised Code)
Profit Corporation

The undersigned, desiring to form a corporation, for profit, under Sections 1701.01 et seq. of the Ohio Revised Code, do hereby state the following:

FIRST. The name of said corporation shall be

Highland Group Corporation

SECOND. The place in Ohio where its principal office is to be located is

Solon (city, village or township) Cuyahoga County, Ohio.

THIRD. The purpose(s) for which this corporation is formed is:

To enter into, promote or conduct any kind of business, contract or undertaking permitted to corporations for profit organized under the General Corporation Laws of the State of Ohio, to engage in any lawful act or activity for which corporations may be formed under Sections 1701.01 to 1701.98, inclusive, of the Revised Code of Ohio, and, in connection therewith, to exercise all express and incidental powers normally permitted such corporations.

TRADEMARK
REEL: 004193 FRAME: 0715

06112-1488

ATTACHMENT TO ARTICLES OF INCORPORATION OF

HIGHLAND GROUP CORPORATION

ARTICLE V

The corporation may purchase, from time to time, and to the extent permitted by the laws of Ohio, shares of any class of stock issued by it. Such purchases may be made either in the open market or at private or public sale, and in such manner and amounts, from such holder or holders of outstanding shares of the corporation and at such prices as the Board of Directors of the corporation shall from time to time determine, and the Board of Directors is hereby empowered to authorize such purchases from time to time without any vote of the holders of any class of shares now or hereafter authorized and outstanding at the time of any such purchase.

ARTICLE VI

Notwithstanding any provision of the laws of the State of Ohio now or hereafter in force requiring, for any purpose, the vote of the holders of greater than a majority but less than all of the voting power of the corporation or of any class or classes of shares thereof, such action (unless otherwise expressly prohibited by statute) may be taken by vote of the holders of shares entitling them to exercise a majority of the voting power of the corporation or of such class or classes.

I:\BRAUNSCH\20973BBA.211

TRADEMARK
REEL: 004193 FRAME: 0716

06112-1489

FOURTH. The number of shares which the corporation is authorized to have outstanding is:
(Please state whether shares are common or preferred, and their par value, if any. Shares will be recorded as common with no par value unless otherwise indicated.)

Two Thousand (2,000) shares, all of which shall be common shares, without par value. The minimum stated capital with which the corporation shall begin business is $100.00.

SEE ATTACHMENT FOR ADDITIONAL ARTICLES

IN WITNESS WHEREOF, ~~we~~ I have hereunto subscribed ~~our~~ my names, this 22nd day of December, 19 97.

By: Carol Braunschweig, Sole Incorporator
Carol Braunschweig

By: _____ Incorporator

By: _____ Incorporator

Print or type incorporators' names below their signatures.

INSTRUCTIONS

1. The minimum fee for filing Articles of Incorporation for a profit corporation is $85.00. If Article Fourth indicates more than 850 shares of stock authorized, please see Section 111.16 (A) of the Ohio Revised Code or contact the Secretary of State's office (614-466-3910) to determine the correct fee.

2. Articles will be returned unless accompanied by an Original Appointment of Statutory Agent. Please see Section 1701.07 of the Ohio Revised Code.

TRADEMARK
REEL: 004193 FRAME: 0717

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form C-123 (October 1992)

06112-1490

CONSENT FOR USE OF SIMILAR NAME

(Where consenting entity is a corporation)

HIGHLAND GROUP INC.
(Name of Corporation giving consent)

(Charter/License Number) 755723

gives its consent to Carol Braunschweig as the Sole Incorporator of a new corporation for profit
(Name of individual or proposed corporation receiving consent)

to use the name HIGHLAND GROUP CORPORATION

This document is signed by any authorized corporate officer.

Date December 23, 1997

Signed [illegible]

Title: President

CONSENT

DEC 24 '97 09:52 PAGE.06

Prescribed by
Bob Taft, Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266-0418
Form AGO (August 1992)

06112-1491

ORIGINAL APPOINTMENT OF STATUTORY AGENT

The undersigned, being ~~at least a majority of~~ the sole incorporators of Highland Group Corporation (name of corporation), hereby appoints Carol Braunschweig (name of agent) to be statutory agent upon whom any process, notice or demand required or permitted by statute to be served upon the corporation may be served. The complete address of the agent is:

1400 McDonald Investment Center, 800 Superior Avenue (street address)

Cleveland (city), Ohio 44114 (zip code)

NOTE: P.O. Box addresses are not acceptable.

Carol Braunschweig (incorporator) Sole

(incorporator)

(incorporator)

ACCEPTANCE OF APPOINTMENT

The undersigned, Carol Braunschweig, named herein as the statutory agent for Highland Group Corporation (name of corporation), hereby acknowledges and accepts the appointment of statutory agent for said corporation.

Carol Braunschweig Statutory Agent

INSTRUCTIONS

1) Profit and non-profit articles of incorporation must be accompanied by an original appointment of agent. R.C. 1701.07(B), 1702.06(B).

2) The statutory agent for a corporation may be (a) a natural person who is a resident of Ohio, or (b) an Ohio corporation or a foreign profit corporation licensed in Ohio which has a business address in this state and is explicitly authorized by its articles of incorporation to act as a statutory agent. R.C. 1701.07(A), 1702.06(A).

3) An original appointment of agent form must be signed by at least a majority of the incorporators of the corporation. R.C. 1701.07(B), 1702.06(B). These signatures must be the same as the signatures on the articles of incorporation.

** As of October 8, 1992, R.C. 1701.07(B) will be amended to require acknowledgement and acceptance by the appointed statutory agent.*

DEC 24 '97 09:52

PAGE.05

TRADEMARK
REEL: 004193 FRAME: 0719

Charter # CP849

UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE

I, Jennifer Brunner, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true and correct copy, consisting of 7 pages, as taken from the original record now in my official custody as Secretary of State.

WITNESS my hand and official seal at Columbus, Ohio, this 20th day of November A.D. 2009

JENNIFER BRUNNER
Secretary of State

By Donna Whitehead

NOTICE: This is an official certification only when reproduced in red ink

DATE:	DOCUMENT ID	DESCRIPTION	FILING	EXPED	PENALTY	CERT	COPY
03/05/2004	200406500144	DOMESTIC/AMENDMENT TO ARTICLES (AMD)	50.00	100.00	.00	.00	.00

Receipt

This is not a bill. Please do not remit payment.

C.T. CORPORATION SYSTEM
17 S. HIGH STREET
COLUMBUS, OH 43215

STATE OF OHIO
CERTIFICATE
Ohio Secretary of State, J. Kenneth Blackwell

CP849

It is hereby certified that the Secretary of State of Ohio has custody of the business records for

CEQUENT CONSUMER PRODUCTS, INC.

and, that said business records show the filing and recording of:

Document(s)	Document No(s):
DOMESTIC/AMENDMENT TO ARTICLES	**200406500144**

United States of America
State of Ohio
Office of the Secretary of State

Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 4th day of March, A.D. 2004.

J. Kenneth Blackwell

Ohio Secretary of State

TRADEMARK
REEL: 004193 FRAME: 0721

Prescribed by **J. Kenneth Blackwell**
Ohio Secretary of State
Central Ohio: (614) 466-3910
Toll Free: 1-877-SOS-FILE (1-877-767-3453)

www.state.oh.us/sos
e-mail: busserv@sos.state.oh.us

Expedite this Form: (Select One)	
Mail Form to one of the following:	
◉ Yes	PO Box 1390 Columbus, OH 43216 *** Requires an additional fee of $100 ***
○ No	PO Box 1028 Columbus, OH 43216

Certificate of Amendment by Director or Incorporators to Articles

(Domestic)
Filing Fee $50.00

(CHECK ONLY ONE (1) BOX)

(1) ☒ Amendment by Directors *(123-AMDD)*	(2) ☐ Amendment by Incorporators *(124-AMDI)*

Complete the general information in this section for the box checked above.

Name of Corporation: Highland Group Corporation

Charter Number: CP8409

☐ Please check if additional provisions attached hereto are incorporated herein and made a part of these articles of organization.

Complete the information in this section if box (1) is checked.

Name and Title of Officer: Benson K. Woo (name) — Vice President (title)

(CHECK ONLY ONE (1) BOX)

☐ A meeting of the shareholders was duly called and held on _____ (Date)

☒ In an writing signed by all the Directors pursuant to section 1701.54 of the ORC

The following resolution was adopted pursuant to section 1701.70(B) 6 of the ORC:
(Insert proper paragraph number)

That the Certificate of Incorporation shall be amended by changing the First Article thereof so that, as amended said Article shall be and read as follows:

The name of the Company is Cequent Consumer Products, Inc.

TRADEMARK
REEL: 004193 FRAME: 0722

Complete the information in this section if box (2) is checked.

WE, the undersigned, being all of the incorporators or the above named corporation, do certify that the subscriptions to shares have not been received in such amount that the stated capital of such shares is at least equal to the stated capital set forth in the articles as that with which the corporation will begin business and that we have elected to amend the articles as follows:

REQUIRED Must be authenticated (signed) by an authorized representative (See Instructions)	Authorized Representative	December 22, 2003 Date
	Authorized Representative	Date
	Authorized Representative	Date

TOTAL P.03

TRADEMARK
REEL: 004193 FRAME: 0723

Charter # C8279

UNITED STATES OF AMERICA,
STATE OF OHIO,
OFFICE OF THE SECRETARY OF STATE

I, Jennifer Brunner, Secretary of State of the State of Ohio, do hereby certify that the foregoing is a true and correct copy, consisting of 3 pages, as taken from the original record now in my official custody as Secretary of State.

WITNESS my hand and official seal at Columbus, Ohio, this 20th day of November A.D. 2009

JENNIFER BRUNNER
Secretary of State

By: Brenna Whitehead

NOTICE: This is an official certification only when reproduced in red ink

Delaware

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CEQUENT PERFORMANCE PRODUCTS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FOURTH DAY OF MAY, A.D. 1990, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "TRIMAS ACQUISITION I, INC." TO "DRAW-TITE, INC.", FILED THE TWENTY-FIFTH DAY OF JUNE, A.D. 1990, AT 12 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2002, AT 3:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "DRAW-TITE, INC." TO "TOWING PRODUCTS, INC.", FILED THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2002, AT 10:30 O'CLOCK A.M.

CERTIFICATE OF CORRECTION, FILED THE ELEVENTH DAY OF OCTOBER, A.D. 2002, AT 3:30 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE NINTH DAY OF DECEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SEVENTH DAY OF

Jeffrey W. Bullock, Secretary of State

2231485 8100H

091034543

AUTHENTICATION: 7653648

DATE: 11-20-09

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

DECEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "TOWING PRODUCTS, INC." TO "CEQUENT TOWING PRODUCTS, INC.", FILED THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2002, AT 4:31 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWELFTH DAY OF DECEMBER, A.D. 2005, AT 11:37 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:55 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

CERTIFICATE OF MERGER, FILED THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:56 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

CERTIFICATE OF MERGER, FILED THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:57 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF

Jeffrey W. Bullock, Secretary of State

2231485 8100H

AUTHENTICATION: 7653648

091034543

DATE: 11-20-09

You may verify this certificate online at corp.delaware.gov/authver.shtml

Delaware

The First State

DECEMBER, A.D. 2008.

CERTIFICATE OF MERGER, FILED THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:58 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

RESTATED CERTIFICATE, CHANGING ITS NAME FROM "CEQUENT TOWING PRODUCTS, INC." TO "CEQUENT PERFORMANCE PRODUCTS, INC.", FILED THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID RESTATED CERTIFICATE IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

CERTIFICATE OF MERGER, FILED THE SIXTH DAY OF NOVEMBER, A.D. 2009, AT 6:30 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "CEQUENT PERFORMANCE PRODUCTS, INC.".

Jeffrey W. Bullock, Secretary of State

2231485 8100H

091034543

AUTHENTICATION: 7653648

DATE: 11-20-09

You may verify this certificate online at corp.delaware.gov/authver.shtml

2231485

130144006

FILED

MAY 24 1990

SECRETARY OF STATE

10A

CERTIFICATE OF INCORPORATION

OF

TRIMAS ACQUISITION I, INC.

1. The name of the corporation is:

TriMas Acquisition I, Inc.

2. The address of its registered office in the state of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purpose to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of the shares is One Dollar ($1.00) amounting in the aggregate to One Thousand Dollars ($1,000).

5. The board of directors is authorized to make, alter, or repeal the Bylaws of the corporation. Election of directors need not be by ballot.

6. The name and mailing address of the incorporator is:

Sharon O'Brien
21001 Van Born Road
Taylor, Michigan 48180

I, the undersigned, being the incorporator of the above-named corporation, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate hereby declaring and certifying that this is my act and deed and the facts herein stated are true and accordingly hereunder set my hand on this 24th day of May, 1990.

Sharon O'Brien

Sharon O'Brien

FILED

JUN 25 1990

SECRETARY OF STATE

720176126

12 noon

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

TriMas Acquisition I,Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"),

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Company, by unanimous written consent of its members, filed with the minutes of the board, adopted a resolution declaring the following amendment to the Certificate of Incorporation of the Company:

> RESOLVED, that in the judgment of this Board of Directors, it is in the best interest of the Company to amend the Certificate of Incorporation of the Company to read as follows:
>
> "The name of the Company is Draw-Tite, Inc.".

SECOND: That in lieu of a meeting and vote of the shareholder, the shareholder has given unanimous written consent to the said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: The aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by its Vice President and attested to by its Secretary this 11th day of June, 1990.

TRIMAS ACQUISITION I, INC.

By Peter C. DeChants
Peter C. DeChants
Vice President

ATTEST:

By W. E. Meyers
William E. Meyers
Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 09/18/2002
020583058 - 2231485

CERTIFICATE OF MERGER OF
REESE PRODUCTS, INC. INTO
DRAW-TITE, INC.
(under Section 252 of the General Corporation Law of the State of Delaware)

Draw-Tite, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are:
   a. Draw-Tite, Inc., a Delaware corporation; and
   b. Reese Products, Inc., an Indiana corporation.

2. An Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware and the laws of the State of Indiana.

3. The surviving corporation is Draw-Tite, Inc.

4. The Certificate of Incorporation of Draw-Tite, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

5. The executed Agreement and Plan of Merger is on file at the principal place of business of Draw-Tite, Inc., the address of which is 47774 Anchor Court, Plymouth, Michigan 48170.

6. That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

7. This Certificate of Merger shall be effective upon the filing of the Certificate of Merger with the State of Delaware.

IN WITNESS WHEREOF, Draw-Tite, Inc. has caused this Certificate to be signed by its authorized officers, on this 17th day of September, 2002.

DRAW-TITE, INC.

By: _____
Grant H. Beard, President

And By: _____
Todd R. Peters, Vice President-Finance

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
DRAW-TITE, INC.

Draw-Tite, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of Draw-Tite, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:
>
> "The name of the corporation is: Towing Products, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Draw-Tite, Inc. has caused this certificate to be signed by Grant H. Beard, its President, this 18th day of September, 2002.

DRAW-TITE, INC.

By: Grant H. Beard, President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:30 AM 09/23/2002
020589340 - 2231485

CERTIFICATE OF CORRECTION FILED TO CORRECT
A CERTAIN ERROR IN THE CERTIFICATE OF MERGER OF
TOWING PRODUCTS, INC.
(formerly known as Draw-Tite, Inc.)
FILED IN THE OFFICE OF THE SECRETARY OF STATE OF DELAWARE
ON SEPTEMBER 18, 2002

Towing Products, Inc. (formerly known as Draw-Tite, Inc.), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

1. The name of the corporation is Towing Products, Inc. (formerly known as Draw-Tite, Inc.)

2. That a Certificate of Merger was filed by the Secretary of State of Delaware on September 18, 2002, and that said Certificate requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.

3. The inaccuracy or defect of said Certificate to be corrected is as follows: An effective date was erroneously omitted from the Certificate of Merger.

4. Article 7 of the Certificate is corrected to read as follows: The filing of the Certificate of Merger is hereby declared null and void.

IN WITNESS WHEREOF, said Towing Products, Inc., formerly known as Draw-Tite, Inc., has caused this Certificate to be signed by its President on this 11th day of October, 2002.

TOWING PRODUCTS, INC.
(F/K/A AS DRAW-TITE, INC.)

By: _____
Grant H. Board, President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 10/11/2002
020633519 - 2231485

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 12/09/2002
020754584 - 2231485

CERTIFICATE OF MERGER OF REESE PRODUCTS, INC. INTO TOWING PRODUCTS, INC.

(formerly known as Draw-Tite, Inc.)

(under Section 252 of the General Corporation Law of the State of Delaware)

Towing Products, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are:
   a. Towing Products, Inc., a Delaware corporation; and
   b. Reese Products, Inc., an Indiana corporation.

2. An Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware and the laws of the State of Indiana.

3. The surviving corporation is Towing Products, Inc.

4. The Certificate of Incorporation of Towing Products, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

5. The executed Agreement and Plan of Merger is on file at the principal place of business of Towing Products, Inc., the address of which is 47774 Anchor Court, Plymouth, Michigan 48170.

6. That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

7. This Certificate of Merger shall be effective upon the filing of the Certificate of Merger with the State of Delaware.

IN WITNESS WHEREOF, Towing Products, Inc. has caused this Certificate to be signed by its authorized officers, as of the 9th day of December, 2002.

TOWING PRODUCTS, INC.

By: _____
Grant H. Beard, President

And By: _____
Todd R. Peters, Vice President-Finance

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 12/27/2002
020804398 - 2231485

CERTIFICATE OF MERGER
MERGING
PLASTIC FORM, INC. INTO
TOWING PRODUCTS, INC.
(under Section 251 of the General Corporation Law of the State of Delaware)

Towing Products, Inc., a corporation organized and existing under the laws of Delaware,

DOES HEREBY CERTIFY:

1. That the name and state of incorporation of each of the constituent corporations are:
   a. Towing Products, Inc., a Delaware corporation; and
   b. Plastic Form, Inc., a Delaware corporation.

2. Resolutions regarding and Agreement of Merger have been approved, adopted, certified, executed and acknowledged by Towing Products, Inc. and by Plastic Form, Inc. in accordance with the provisions of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware.

3. The surviving corporation is Towing Products, Inc.

4. The Certificate of Incorporation of Towing Products, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

5. The executed Agreement of Merger is on file at the principal place of business of Towing Products, Inc., the address of which is 47774 Anchor Court, Plymouth, Michigan 48170. A copy of this Agreement shall be provided to any stockholder upon request.

6. This Certificate of Merger shall be effective upon the filing of the Certificate of Merger with the State of Delaware.

IN WITNESS WHEREOF, Towing Products, Inc. has caused this Certificate to be signed by its authorized officers, on this 23rd day of December, 2002.

TOWING PRODUCTS, INC.

By: _____
Grant H. Beard, President

And By: _____
Todd R. Peters, Vice President-Finance

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:31 PM 12/27/2002
020804402 - 2231485

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
TOWING PRODUCTS, INC.

Towing Products, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of Towing Products, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:
>
> "The name of the corporation is: Cequent Towing Products, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Towing Products, Inc. has caused this certificate to be signed by Grant H. Beard, its President, this 23rd day of December, 2002.

TOWING PRODUCTS, INC.

By: Grant H. Beard, President

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:07 PM 12/12/2005
FILED 11:37 AM 12/12/2005
SRV 051008295 - 2231485 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

CEQUENT TOWING PRODUCTS, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

CEQUENT TOWING PRODUCTS, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on December 7, 2005

/s/ Joshua A. Sherbin
Name: Josua A. Sherbin
Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:55 PM 12/22/2008
SRV 081220596 - 2231485 FILE

STATE OF DELAWARE CERTIFICATE OF MERGER OF FOREIGN CORPORATION INTO A DOMESTIC CORPORATION

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Cequent Towing Products, Inc., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Cequent Electrical Products, Inc., a Michigan corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Cequent Towing Products, Inc. a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation. (If amendments are affected please set forth)

FIFTH: The authorized stock and par value of the non-Delaware corporation is 100 shares with no par value.

SIXTH: The merger is to become effective on December 31, 2008.

SEVENTH: The Agreement of Merger is on file at 47774 Anchor Court West Plymouth Michigan 48170, an office of the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 19th day of December, A.D., 2008.

By: _____
Authorized Officer

Name: Joshua A. Sherbin
Print or Type

Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:56 PM 12/22/2008
SRV 081220600 - 2231485 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Cequent Towing Products, Inc., and the name of the corporation being merged into this surviving corporation is Hidden Hitch Acquisition Company.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Cequent Towing Products, Inc. a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on December 31, 2008.

SIXTH: The Agreement of Merger is on file at 47774 Anchor Court West Plymouth Michigan 48170, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 19th day of December, A.D., 2008.

By: _____
Authorized Officer

Name: Joshua A. Sherbin
Print or Type

Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:57 PM 12/22/2008
SRV 081220606 - 2231485 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Cequent Towing Products, Inc., and the name of the corporation being merged into this surviving corporation is Cequent Trailer Products, Inc.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Cequent Towing Products, Inc. a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on December 31, 2008.

SIXTH: The Agreement of Merger is on file at 47774 Anchor Court West Plymouth, Michigan 48170, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 19th day of December, A.D., 2008.

By: _____
Authorized Officer

Name: Joshua A. Sherbin
Print or Type

Title: Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:58 PM 12/22/2008
SRV 081220637 - 2231485 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Cequent Towing Products, Inc., and the name of the corporation being merged into this surviving corporation is Hitch 'N Post, Inc.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Cequent Towing Products, Inc. a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on December 31, 2008.

SIXTH: The Agreement of Merger is on file at 47774 Anchor Court West, Plymouth, Michigan 48170, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 19th day of December A.D., 2008.

By: _____
Authorized Officer

Name: Joshua A. Sherbin
Print or Type

Title: Secretary

RESTATED CERTIFICATE OF INCORPORATION

of

Cequent Towing Products, Inc., a Delaware Corporation
(Pursuant to Sections 228, 242 and 245 of the
General Corporation Law of the State of Delaware)

Cequent Towing Products, Inc. (the "Company"), a corporation organized and existing under the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: The original Certificate of Incorporation ("Certificate") of the Company (initially known as TriMas Acquisition I, Inc.) was filed with the Secretary of State of the State of Delaware on May 24, 1990, which was amended on June 25, 1990 changing the name to Draw-Tite, Inc.

SECOND: The Restated Certificate of Incorporation of the Company in the form attached as Annex A has been duly adopted in accordance with the provisions of the Sections 245, 242 and 228 of the General Corporation Law of the State of Delaware by the directors and stockholders of the Company.

THIRD: The Restated Certificate of Incorporation of the Company so adopted reads in full as set forth on Annex A attached hereto and is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, Cequent Towing Products, Inc. has executed this Certificate by the Secretary this 19th day of December, 2008.

Cequent Towing Products, Inc.

By: _____
Joshua A. Sherbin, Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:59 PM 12/22/2008
SRV 081220660 - 2231485 FILE

ANNEX A

RESTATED CERTIFICATE OF INCORPORATION
of
CEQUENT PERFORMANCE PRODUCTS, INC., a Delaware Corporation

FIRST: The name of the Corporation is Cequent Performance Products, Inc.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD: (1) The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities and other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. (2) No person shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware is subsequently amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended General Corporation Law of the State of Delaware. For purposes of this ARTICLE SEVEN, "fiduciary duty as a director" shall include any fiduciary duty arising out of serving at the Corporation's request as a director of another corporation, partnership, joint venture or other enterprise, and "personal liability to the Corporation or its stockholder" shall include any liability to such other corporation, partnership, joint venture, trust or other enterprise, and any liability to the Corporation in its capacity as a security holder, joint venturer, partner, beneficiary, creditor or investor of or in any such other corporation, partnership, joint venture, trust or other enterprise.

FOURTH: The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FIFTH: The total number of shares of stock that the Corporation shall have authority to issue is 1,000 shares of common stock with a par value of $1.00.

SIXTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized and empowered to make, alter or repeal the Bylaws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any Bylaw made by the Board of Directors.

SEVENTH: The effective date of this Restated Certificate of Incorporation is December 31, 2008.

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:49 PM 11/06/2009
FILED 06:30 PM 11/06/2009
SRV 091000139 - 2231485 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANY
INTO A
DOMESTIC CORPORATION

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Cequent Performance Products, Inc., a Delaware Corporation, and the name of the limited liability company being merged into this surviving corporation is HammerBlow LLC.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is Cequent Performance Products, Inc.

FOURTH: The merger is to become effective on November 6, 2009.

FIFTH: The Agreement of Merger is on file at 47774 Anchor Court West, Plymouth, Michigan 48107, the place of business of the surviving corporation.

SIXTH: A copy of the Agreement of Merger will be furnished by the corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of the surviving corporation shall be it's Certificate of Incorporation

IN WITNESS WHEREOF, said Corporation has caused this certificate to be signed by an authorized officer, the 6th day of November, A.D., 2009.

By: _____
Authorized Officer

Name: Joshua A. Sherbin
Print or Type

Title: Vice President and Secretary

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CEQUENT TOWING PRODUCTS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE TWENTY-FOURTH DAY OF MAY, A.D. 1990, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "TRIMAS ACQUISITION I, INC." TO "DRAW-TITE, INC.", FILED THE TWENTY-FIFTH DAY OF JUNE, A.D. 1990, AT 12 O'CLOCK P.M.

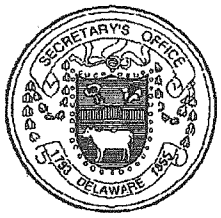
CERTIFICATE OF MERGER, FILED THE EIGHTEENTH DAY OF SEPTEMBER, A.D. 2002, AT 3:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "DRAW-TITE, INC." TO "TOWING PRODUCTS, INC.", FILED THE TWENTY-THIRD DAY OF SEPTEMBER, A.D. 2002, AT 10:30 O'CLOCK A.M.

CERTIFICATE OF CORRECTION, FILED THE ELEVENTH DAY OF OCTOBER, A.D. 2002, AT 3:30 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE NINTH DAY OF DECEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF MERGER, FILED THE TWENTY-SEVENTH DAY OF



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2231485 8100H

060671623

AUTHENTICATION: 4903381

DATE: 07-17-06

Delaware

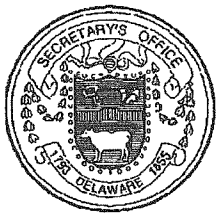
The First State

DECEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "TOWING PRODUCTS, INC." TO "CEQUENT TOWING PRODUCTS, INC.", FILED THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2002, AT 4:31 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWELFTH DAY OF DECEMBER, A.D. 2005, AT 11:37 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "CEQUENT TOWING PRODUCTS, INC.".



Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2231485 8100H

060671623

AUTHENTICATION: 4903381

DATE: 07-17-06

2231485

730144006

FILED

MAY 24 1990

SECRETARY OF STATE

10A

CERTIFICATE OF INCORPORATION

OF

TRIMAS ACQUISITION I, INC.

1. The name of the corporation is:

TriMas Acquisition I, Inc.

2. The address of its registered office in the state of Delaware is 1209 Orange Street in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purpose to be conducted or promoted is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

4. The total number of shares of stock which the corporation shall have authority to issue is One Thousand (1,000) and the par value of each of the shares is One Dollar ($1.00) amounting in the aggregate to One Thousand Dollars ($1,000).

5. The board of directors is authorized to make, alter, or repeal the Bylaws of the corporation. Election of directors need not be by ballot.

6. The name and mailing address of the incorporator is:

Sharon O'Brien
21001 Van Born Road
Taylor, Michigan 48180

I, the undersigned, being the incorporator of the above-named corporation, for the purpose of forming a corporation pursuant to the General Corporation Law of Delaware, do make this certificate hereby declaring and certifying that this is my act and deed and the facts herein stated are true and accordingly hereunder set my hand on this 24th day of May, 1990.

Sharon O'Brien

Sharon O'Brien

FILED

JUN 25 1990

SECRETARY OF STATE

720176126

12 noon

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION

TriMas Acquisition I,Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"),

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Company, by unanimous written consent of its members, filed with the minutes of the board, adopted a resolution declaring the following amendment to the Certificate of Incorporation of the Company:

> RESOLVED, that in the judgment of this Board of Directors, it is in the best interest of the Company to amend the Certificate of Incorporation of the Company to read as follows:
>
> "The name of the Company is Draw-Tite, Inc.".

SECOND: That in lieu of a meeting and vote of the shareholder, the shareholder has given unanimous written consent to the said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: The aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by its Vice President and attested to by its Secretary this 11th day of June, 1990.

TRIMAS ACQUISITION I, INC.

By Peter C. DeChants
Peter C. DeChants
Vice President

ATTEST:

By W. E. Meyers
William E. Meyers
Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 09/18/2002
020583058 - 2231485

CERTIFICATE OF MERGER OF
REESE PRODUCTS, INC. INTO
DRAW-TITE, INC.
(under Section 252 of the General Corporation Law of the State of Delaware)

Draw-Tite, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are:
   a. Draw-Tite, Inc., a Delaware corporation; and
   b. Reese Products, Inc., an Indiana corporation.

2. An Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware and the laws of the State of Indiana.

3. The surviving corporation is Draw-Tite, Inc.

4. The Certificate of Incorporation of Draw-Tite, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

5. The executed Agreement and Plan of Merger is on file at the principal place of business of Draw-Tite, Inc., the address of which is 47774 Anchor Court, Plymouth, Michigan 48170.

6. That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

7. This Certificate of Merger shall be effective upon the filing of the Certificate of Merger with the State of Delaware.

IN WITNESS WHEREOF, Draw-Tite, Inc. has caused this Certificate to be signed by its authorized officers, on this 17th day of September, 2002.

DRAW-TITE, INC.

By: _____
Grant H. Beard, President

And By: _____
Todd R. Peters, Vice President-Finance

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
DRAW-TITE, INC.

Draw-Tite, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of Draw-Tite, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:
>
> "The name of the corporation is: Towing Products, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Draw-Tite, Inc. has caused this certificate to be signed by Grant H. Beard, its President, this 18th day of September, 2002.

DRAW-TITE, INC.

By: Grant H. Beard, President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 10:30 AM 09/23/2002
020589340 - 2231485

CERTIFICATE OF CORRECTION FILED TO CORRECT
A CERTAIN ERROR IN THE CERTIFICATE OF MERGER OF
TOWING PRODUCTS, INC.
(formerly known as Draw-Tite, Inc.)
FILED IN THE OFFICE OF THE SECRETARY OF STATE OF DELAWARE
ON SEPTEMBER 18, 2002

Towing Products, Inc. (formerly known as Draw-Tite, Inc.), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

1. The name of the corporation is Towing Products, Inc. (formerly known as Draw-Tite, Inc.)

2. That a Certificate of Merger was filed by the Secretary of State of Delaware on September 18, 2002, and that said Certificate requires correction as permitted by Section 103 of the General Corporation Law of the State of Delaware.

3. The inaccuracy or defect of said Certificate to be corrected is as follows: An effective date was erroneously omitted from the Certificate of Merger.

4. Article 7 of the Certificate is corrected to read as follows: The filing of the Certificate of Merger is hereby declared null and void.

IN WITNESS WHEREOF, said Towing Products, Inc., formerly known as Draw-Tite, Inc., has caused this Certificate to be signed by its President on this 11th day of October, 2002.

TOWING PRODUCTS, INC.
(F/K/A AS DRAW-TITE, INC.)

By: _____
Grant H. Beard, President

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 03:30 PM 10/11/2002
020633519 - 2231485

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 12/09/2002
020754584 - 2231485

CERTIFICATE OF MERGER OF REESE PRODUCTS, INC. INTO TOWING PRODUCTS, INC.

(formerly known as Draw-Tite, Inc.)

(under Section 252 of the General Corporation Law of the State of Delaware)

Towing Products, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are:
   a. Towing Products, Inc., a Delaware corporation; and
   b. Reese Products, Inc., an Indiana corporation.

2. An Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware and the laws of the State of Indiana.

3. The surviving corporation is Towing Products, Inc.

4. The Certificate of Incorporation of Towing Products, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

5. The executed Agreement and Plan of Merger is on file at the principal place of business of Towing Products, Inc., the address of which is 47774 Anchor Court, Plymouth, Michigan 48170.

6. That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

7. This Certificate of Merger shall be effective upon the filing of the Certificate of Merger with the State of Delaware.

IN WITNESS WHEREOF, Towing Products, Inc. has caused this Certificate to be signed by its authorized officers, as of the 9th day of December, 2002.

TOWING PRODUCTS, INC.

By: _____
Grant H. Beard, President

And By: _____
Todd R. Peters, Vice President-Finance

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 12/27/2002
020804398 - 2231485

CERTIFICATE OF MERGER
MERGING
PLASTIC FORM, INC. INTO
TOWING PRODUCTS, INC.

(under Section 251 of the General Corporation Law of the State of Delaware)

Towing Products, Inc., a corporation organized and existing under the laws of Delaware,

DOES HEREBY CERTIFY:

1. That the name and state of incorporation of each of the constituent corporations are:
   a. Towing Products, Inc., a Delaware corporation; and
   b. Plastic Form, Inc., a Delaware corporation.

2. Resolutions regarding and Agreement of Merger have been approved, adopted, certified, executed and acknowledged by Towing Products, Inc. and by Plastic Form, Inc. in accordance with the provisions of subsection (c) of Section 251 of the General Corporation Law of the State of Delaware.

3. The surviving corporation is Towing Products, Inc.

4. The Certificate of Incorporation of Towing Products, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

5. The executed Agreement of Merger is on file at the principal place of business of Towing Products, Inc., the address of which is 47774 Anchor Court, Plymouth, Michigan 48170. A copy of this Agreement shall be provided to any stockholder upon request.

6. This Certificate of Merger shall be effective upon the filing of the Certificate of Merger with the State of Delaware.

IN WITNESS WHEREOF, Towing Products, Inc. has caused this Certificate to be signed by its authorized officers, on this 23rd day of December, 2002.

TOWING PRODUCTS, INC.

By: _____
Grant H. Beard, President

And By: _____
Todd R. Peters, Vice President-Finance

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:31 PM 12/27/2002
020804402 - 2231485

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
TOWING PRODUCTS, INC.

Towing Products, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of Towing Products, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:
>
> "The name of the corporation is: Cequent Towing Products, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Towing Products, Inc. has caused this certificate to be signed by Grant H. Beard, its President, this 23rd day of December, 2002.

TOWING PRODUCTS, INC.

By: Grant H. Beard, President

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:07 PM 12/12/2005
FILED 11:37 AM 12/12/2005
SRV 051008295 - 2231485 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

CEQUENT TOWING PRODUCTS, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

CEQUENT TOWING PRODUCTS, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on December 7, 2005

/s/ Joshua A. Sherbin
Name: Josua A. Sherbin
Title: Secretary

ID: 41236C

Name: CEQUENT ELECTRICAL PRODUCTS, INC.

Form	Description	Date Filed	Pgs
500	ARTICLES OF INCORPORATION - PROFIT	08/12/2002	4
515	CERTIFICATE OF AMENDMENT - CORPORATION	11/04/2002	2
550M	CERTIFICATE OF MERGER	02/26/2004	3
AR-2003	ANNUAL REPORT	07/23/2004	1
AR-2004	ANNUAL REPORT	11/16/2004	1
AR-2005	ANNUAL REPORT	09/06/2005	2
520	CERT. OF CHANGE OF REG. OFF./RES. AGENT	12/19/2005	1
AR-2006	ANNUAL REPORT	05/12/2006	1

GOLD SEAL APPEARS ONLY ON ORIGINAL

UNITED STATES OF AMERICA

The State of Michigan

Michigan Department of Labor & Economic Growth

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 17th day of July, 2006

Andrew L. Metcalf, *Director*

Bureau of Commercial Services

GOLD SEAL APPEARS ONLY ON ORIGINAL

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - PROFIT

for

TEKONSHA ACQUISITION CORP.

ID NUMBER: 41236C

received by facsimile transmission on August 9, 2002 is hereby endorsed

Filed on August 12, 2002 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

GOLD SEAL APPEARS ONLY ON ORIGINAL

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 13th day of August, 2002.

, Director

Bureau of Commercial Services

BCS/CD-500 (Rev. 09/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
BUREAU OF COMMERCIAL SERVICES

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name
CT Corporation System, Att: Renee Cruz

Address
1300 E. 9th Street

City | State | ZIP Code
Cleveland, OH 44114

Effective Date:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Tekonsha Acquisition Corp.

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

1. Common Shares 100-

   Preferred Shares

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:

ARTICLE IV

1. The address of the registered office is:

   30600 Telegraph Road (Street Address) Bingham Farms (City), Michigan 48025 (ZIP Code)

2. The mailing address of the registered office, if different than above:

   (Street Address or P.O. Box) (City), Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: The Corporation Company

08/09/2002 10:12AM

GOLD SEAL APPEARS ONLY ON ORIGINAL

BCS/CO-500 (Rev. 09/01)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is(are) as follows:

Name	Residence or Business Address
Timothy A. Gosline	c/o The Riverside Company Terminal Tower 50 Public Square Suite 4000 Cleveland, Ohio 44113

ARTICLE VI (Optional, Delete if not applicable)

When a compromise or arrangement or a plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement and the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII (Optional, Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder who signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

08/09/2002 10:12AM

GOLD SEAL APPEARS ONLY ON ORIGINAL

BCS/CD-500 (Rev. 09/01)

The space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

ARTICLE VIII

To the full extent permitted by the Business Corporation Act of the State of Michigan or any other applicable laws presently or hereafter in effect, no director of the Corporation shall be personally liable to the Corporation or its stockholders for or with respect to any acts or omissions in the performance of his or her duties as a director of the Corporation. Any repeal or modification shall not adversely affect any right or protection of a director of the corporation existing immediately prior to such repeal or modification.

ARTICLE IX

Each person who is or was or had agreed to become a director or officer of the Corporation, or each such person who is or was serving or who had agreed to serve at the request of the Board of Directors or an officer of the Corporation as an employee or agent of the Corporation or as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise (including the heirs, executors, administrators or estate of such person), shall be indemnified by the Corporation to the full extent permitted by the Business Corporation Act of the State of Michigan or any other applicable laws as presently or hereafter in effect. Without limiting the generality or the effect of the foregoing, the Corporation may enter into one or more agreements with any person which provide for indemnification greater or different than that provided in this Article. Any repeal or modification of this Article Ninth shall not adversely affect any right or protection existing hereunder immediately prior to such repeal or modification.

I, (We), the incorporator(s) sign my (our) name(s) this 7th day of August, 2002.

Timothy A. Gosline

Timothy A. Gosline

08/09/2002 10:12AM

GOLD SEAL APPEARS ONLY ON ORIGINAL

BCS/CD-515 (Rev. 02/01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
BUREAU OF COMMERCIAL SERVICES

Date Received
NOV 04 2002

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
NOV 04 2002
Administrator
BUREAU OF COMMERCIAL SERVICES

517-663-2525 Ref #26991
Attn: Cheryl J. Bixby
MICHIGAN RUNNER SERVICE
P.O. Box 266
Eaton Rapids, MI 48827

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank document will be mailed to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is: Tekonsha Acquisition Corp.

2. The identification number assigned by the Bureau is: 41236C

3. Article First of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is Tekonsha Towing Systems, Inc.

M1006 - 5/29/2001 C T System Online

$12.50 136526 CK Sm

GOLD SEAL APPEARS ONLY ON ORIGINAL

COMPLETE ONLY ONE OF THE FOLLOWING:

4. (For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

(Signature)	(Signature)
(Type or Print Name)	(Type or Print Name)
(Signature)	(Signature)
(Type or Print Name)	(Type or Print Name)

5. (For profit and nonprofit corporations whose Articles state the corporation is organized on a stock or on a membership basis.)

The foregoing amendment to the Articles of Incorporation was duly adopted on the 1st day of November, 2002 by the shareholders if a profit corporation, or by the shareholders or members if a nonprofit corporation (check one of the following)

- [ ] at a meeting the necessary votes were cast in favor of the amendment.
- [ ] by written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act if a nonprofit corporation, or Section 407(1) of the Act if a profit corporation. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation.)
- [x] by written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act if a nonprofit corporation, or Section 407(2) of the Act if a profit corporation.
- [ ] by the board of a profit corporation pursuant to section 611(2).

Profit Corporations	Nonprofit and Professional Service Corporations
Signed this 1st day of November, 2002	Signed this _____ day of _____, _____
By [signature] (Signature of an authorized officer or agent)	By _____ (Signature of President, Vice-President, Chairperson or Vice-Chairperson)
Timothy A. Gosline, President (Type or Print Name)	(Type or Print Name) (Type or Print Title)

MI006 - 5/29/2001 C T System Online

BCSCD-550m (Rev. 12/03)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received FEB 0 6 2004

(FOR BUREAU USE ONLY)
ADJUSTED TO AGREE WITH BUREAU RECORDS
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
FEB 2 6 2004
Administrator
BUREAU OF COMMERCIAL SERVICES

Name: Ellen Brisson c/o Trimas Corporation		
Address: 39400 Woodward Avenue, Suite 130		
City: Bloomfield Hills,	State: MI	Zip Code: 48304

EFFECTIVE DATE:
Expiration date for new assumed names: December 31,
Expiration date for transferred assumed names appear in Item 6

Document will be returned to the name and address you enter above
If left blank document will be mailed to the registered office.

ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION

CERTIFICATE OF MERGER

Cross Entity Merger for use by Profit Corporations, Limited Liability Companies and Limited Partnerships

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 23, Public Acts of 1993 (limited liability companies) and Act 213, Public Acts of 1982 (limited partnerships), the undersigned entities execute the following Certificate of Merger:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent entity and its identification number is:

Tekonsha Towing Systems, Inc.	41236C
Theodore Bargman Co.	073-642

b. The name of the surviving (new) entity and its identification number is:

~~Coquant Electrical Products, Inc.~~ TEKONSHA TOWING SYSTEMS, INC.	41236C

Corporations and Limited Liability Companies provide the street address of the survivor's principal place of business:

101 Spires Parkway, Tekonsha, MI 49092

2. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in this office.)

The merger (consolidation) shall be effective on the _____ day of _____, _____.

MICS - 01/07/04 C T System Online

110.00 LB. CR. 159210

GOLD SEAL APPEARS ONLY ON ORIGINAL

3. Complete for Profit Corporations only

For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
Tekonsha Towing Systems, Inc.	100	Common	
Theodore Bargman Co.	50,000	Common	

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows:

The manner and basis of converting shares are as follows:
The shares shall be fully paid and shall then be extinguished and cease to exist.
SEE ATTACHED

The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:
Article 1 - The name of the corporation is Cequent Electrical Products, Inc.

The Plan of Merger will be furnished by the surviving profit corporation, or request and without cost, to any shareholder of any constituent profit corporation.

The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

(Complete either Section (a) or (b) for each corporation)

a) The Plan of Merger was approved by the majority consent of the incorporators of _____, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

b) The plan of merger was approved by:

☐ the Board of Directors of _____, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

☒ the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act.

By _____ (Signature of Authorized Officer or Agent)
Benson K. Woo, Vice President (Type or print name)
Tekonsha Towing Systems, Inc. (Name of Corporation)

By _____ (Signature of Authorized Officer or Agent)
Benson K. Woo, Vice President (Type or print name)
Theodore Bargman Co. (Name of Corporation)

GOLD SEAL APPEARS ONLY ON ORIGINAL

ATTACHMENT

TEKONSHA TOWING SYSTEMS, INC

"The shares of the stock of Merger Corporation shall be extinguished and cease to exist and no shares of stock of Surviving Corporation shall be issued in exchange.

GOLD SEAL APPEARS ONLY ON ORIGINAL

BCS/CD-520 (Rev. 12/03)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received	(FOR BUREAU USE ONLY)
DEC 1 3 2005	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
DEC 1 9 2005
Administrator
BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE:

Name		
Corporation Service Company, Attn: E. A. Dawson		
Address		
2711 Centerville Rd., Ste. 400		
City	State	Zip Code
Wilmington,	DE	19808

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT

For use by Domestic and Foreign Corporations and Limited Liability Companies

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is: CEQUENT ELECTRICAL PRODUCTS, INC.

2. The identification number assigned by the Bureau is: 41236C

3. a. The name of the resident agent on file with the Bureau is: The Corporation Company

   b. The location of the registered office on file with the Bureau is:

   30600 Telegraph Road, Bingham Farms (Street Address) (City), Michigan 48025 (ZIP Code)

   c. The mailing address of the above registered office on file with the Bureau is:

   _____ (Street Address or P.O. Box) _____ (City), Michigan _____ (ZIP Code)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is: CSC-Lawyers Incorporating Service (Company)

   b. The address of the registered office is:

   601 Abbott Road (Street Address) East Lansing (City), Michigan 48823 (ZIP Code)

   c. The mailing address of the registered office IF DIFFERENT THAN 4B is:

   _____ (Street Address or P.O. Box) _____ (City), Michigan _____ (ZIP Code)

5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors; 2. PROFIT CORPORATIONS ONLY: the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation; 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed.

6. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent, as changed, are identical.

Signature	Type or Print Name and Title or Capacity	Date Signed
Maureen Cullen	Maureen Cullen, Attorney in Fact	12/07/2005

5.00/88699

GOLD SEAL APPEARS ONLY ON ORIGINAL

Annex D
Good Standing Certificate

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "CEQUENT TRAILER PRODUCTS, INC." AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED:

CERTIFICATE OF INCORPORATION, FILED THE FIFTH DAY OF NOVEMBER, A.D. 1971, AT 10 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "FULTON MANUFACTURING CORPORATION" TO "FULTON PERFORMANCE PRODUCTS, INC.", FILED THE SECOND DAY OF NOVEMBER, A.D. 1990, AT 9 O'CLOCK A.M.

CERTIFICATE OF MERGER, FILED THE TWENTIETH DAY OF AUGUST, A.D. 2002, AT 11:30 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "FULTON PERFORMANCE PRODUCTS, INC." TO "CEQUENT TRAILER PRODUCTS, INC.", FILED THE TWENTY-SEVENTH DAY OF DECEMBER, A.D. 2002, AT 4:30 O'CLOCK P.M.

CERTIFICATE OF OWNERSHIP, FILED THE TWENTY-THIRD DAY OF NOVEMBER, A.D. 2004, AT 5:27 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

0776274 8100H

060671637

AUTHENTICATION: 4903383

DATE: 07-17-06

Delaware

The First State

THE AFORESAID CERTIFICATE OF OWNERSHIP IS THE THIRTIETH DAY OF NOVEMBER, A.D. 2004.

CERTIFICATE OF MERGER, FILED THE TWENTY-THIRD DAY OF DECEMBER, A.D. 2004, AT 4:31 O'CLOCK P.M.

CERTIFICATE OF CHANGE OF REGISTERED AGENT, FILED THE TWELFTH DAY OF DECEMBER, A.D. 2005, AT 11:39 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID CORPORATION, "CEQUENT TRAILER PRODUCTS, INC.".

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

0776274 8100H

060671637

AUTHENTICATION: 4903383

DATE: 07-17-06

CERTIFICATE OF INCORPORATION

OF

Fulton Manufacturing Corporation

7763-74

FILED

NOV 5 1971

Walter H. Simpson

SECRETARY OF STATE

CERTIFICATE OF INCORPORATION
OF
FULTON MANUFACTURING CORPORATION
UNDER THE
LAWS OF THE STATE OF
DELAWARE

---

1. The name of the Corporation is the Fulton Manufacturing Corporation.

2. The address of its registered office in the State of Delaware is No. 100 West Tenth Street, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is The Corporation Trust Company.

3. The nature of the business or purposes to be conducted or promoted is:

To engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of Delaware.

To manufacture, purchase or otherwise acquire, invest in, own, mortgage, pledge, sell, assign and transfer or otherwise dispose of, trade, deal in and deal with goods, wares and merchandise and personal property of every class and description.

To acquire, and pay for in cash, stock or bonds of this Corporation or otherwise, the good will, rights, assets and property, and to undertake or assume the whole or any part of the obligations or liabilities of any person, firm, association or corporation.

To acquire, hold, use, sell, assign, lease, grant licenses in respect of, mortgage or otherwise dispose of letters patent of the United States or any foreign country, patent rights, licenses and privileges, inventions, improvements and processes, copyrights, trademarks and trade names, relating to or useful in connection with any business of this Corporation.

00002

To acquire by purchase, subscription or otherwise, and to receive, hold, own, guarantee, sell, assign, exchange, transfer, mortgage, pledge or otherwise dispose of or deal in and with any of the shares of the capital stock, or any voting trust certificates in respect of the shares of capital stock, scrip, warranties, rights, bonds, debentures, notes, trust receipts, and other securities, obligations, choses in action and evidences of indebtedness or interest issued or created by any corporations, joint stock companies, syndicates, associations, firms, trusts or persons, public or private, or by the government of the United States of America, or by any foreign government, or by any state, territory, province, municipality or other political subdivision or by any governmental agency, and as owner thereof to possess and exercise all the rights, powers and privileges of ownership, including the right to execute consents and vote thereon, and to do any and all acts and things necessary or advisable for the preservation, protection, improvement and enhancement in value thereof.

To borrow or raise moneys for any of the purposes of the Corporation, and, from time to time without limit as to amount, to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, and to secure the payment of any thereof and of the interest thereon by mortgage upon or pledge, conveyance or assignment in trust of the whole or any part of the property of the Corporation, whether at the time owned or thereafter acquired, and to sell, pledge or otherwise dispose of such bonds or other obligations of the Corporation for its corporate purposes.

To purchase, receive, take by grant, gift, devise, bequest or otherwise, lease, or otherwise acquire, own, hold, improve, employ, use and otherwise deal in and with real or personal property, or any interest therein, wherever situated, and to sell, convey, lease, exchange, transfer or otherwise dispose of, or mortgage or pledge, all or any of the Corporation's property and assets, or any interest therein, wherever situated.

In general, to possess and exercise all the powers and privileges granted by the General Corporation Law of Delaware or by any other law of Delaware or by this Certificate of Incorporation together with any powers incidental thereto, so far as such powers and privileges are necessary or convenient to the conduct, promotion or attainment of the business or purposes of the Corporation.

09903

TRADEMARK
REEL: 004193 FRAME: 0774

The business and purposes specified in the foregoing clauses shall, except where otherwise expressed, be in nowise limited or restricted by reference to, or inference from the terms of any other clause in this Certificate of Incorporation, but the business and purposes specified in each of the foregoing clauses of this Article shall be regarded as independent business and purposes.

4. The total number of shares of stock which the corporation shall have authority to issue is one thousand (1,000) and the par value of each of such shares is One Dollar ($1.00) amounting in the aggregate to One Thousand Dollars ($1,000.00).

The designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof are as may be established by the Board of Directors.

5. The name and mailing address of the incorporator is as follows:

NAME	ADDRESS
Masco Corporation	21001 Van Born Road Taylor, Michigan 48180

6. The corporation is to have perpetual existence.

7. In furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized:

(a) To make, alter or repeal the By-Laws of the Corporation.

(b) To authorize and cause to be executed mortgages and liens upon the real and personal property of the Corporation.

(c) To set apart out of any of the funds of the Corporation available for dividends a reserve or reserves for any proper purpose and to abolish any such reserve in the manner in which it was created.

(d) By a majority of the whole Board, to designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any

00004

TRADEMARK
REEL: 004193 FRAME: 0775

absent or disqualified member at any meeting of the committee. The By-Laws may provide that in the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, or in the By-Laws of the Corporation shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the Stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the Stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the By-Laws of the Corporation; and, unless the resolution of By-Laws, expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock; and

(e) When and as authorized by the Stockholders in accordance with statute, to sell, lease or exchange all or substantially all of the property and assets of the Corporation, including its good will and its corporate franchises, upon such terms and conditions and for such consideration, which may consist in whole or in part of money or property including shares of stock in, and/or other securities of , any other corporation or corporations, as its Board of Directors shall deem expedient and for the best interests of the Corporation.

8. Whenever a compromise or arrangement is proposed between this Corporation and its creditors or any class of them and/or between this Corporation and its Stockholders or any class of them, any court of equitable jurisdiction within the State of Delaware may, on the application in a summary way of this Corporation or of any creditor or Stockholder thereof, or on the application of any receiver or receivers appointed for this Corporation under the provisions of section 291 of Title 8 of the Delaware Code or on the application of trustees in dissolution or of any receiver or receivers appointed for this

00005

TRADEMARK
REEL: 004193 FRAME: 0776

Corporation under the provisions of section 279 of Title 8 of the Delaware Code order a meeting of the creditors or class of creditors, and/or of the Stockholders or class of Stockholders of this Corporation, as the case may be, to be summoned in such manner as the said court directs. If a majority in number representing three-fourths in value of the creditors or class of creditors, and/or of the Stockholders or class of Stockholders of this Corporation, as the case may be, agree to any compromise or arrangement and to any reorganization of this Corporation as consequence of such compromise or arrangement, the said compromise or arrangement and the said reorganization shall, if sanctioned by the court to which the said application has been made, be binding on all the creditors or class of creditors, and/or on all the Stockholders or class of Stockholders, of this Corporation, as the case may be, and also on this Corporation.

9. Meetings of Stockholders may be held within or without the State of Delaware, as the By-Laws may provide. The books of the Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the By-Laws of the Corporation. Elections of Directors need not be by written ballot unless the By-Laws of the Corporation shall so provide.

10. The Corporation reserves the right to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by statute, and all rights conferred upon Stockholders herein are granted subject to this reservation.

THE UNDERSIGNED, being the Incorporator hereinbefore named, for the purpose of forming a corporation pursuant to the General Corporation Law of the State of Delaware, does make this certificate, hereby declaring and certifying that this is its act and deed and the facts herein stated are true, and accordingly have hereunto set our hands this 18th day of October, 1971.

ATTEST:

John C. Nicholls, Jr.
Assistant Secretary

MASCO CORPORATION

By Gerald Bright
Gerald Bright
Its Vice President

00005

TRADEMARK
REEL: 004193 FRAME: 0777

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

On this 18th day of October, 1971, before me personally appeared Gerald Bright, to me personally known, who, being by me duly sworn, did say that he is the Vice President of Masco Corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that the foregoing instrument was signed and sealed on behalf of said corporation by authority of its board of directors and the said Gerald Bright acknowledged the execution of the foregoing instrument as the free act and deed of said corporation.

Linda Sargent
Notary Public, Wayne County, Michigan
LINDA SARGENT
Notary Public Wayne County, Mich.
My commission expires My Commission Expires June 25, 1974

00007

TRADEMARK
REEL: 004193 FRAME: 0778

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 09:00 AM 11/02/1990
903065015 - 776274

CERTIFICATE OF AMENDMENT OF CERTIFICATE OF INCORPORATION

Fulton Manufacturing Corporation, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Company"),

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of the Company, by unanimous written consent of its members, filed with the minutes of the board, adopted a resolution declaring the following amendment to the Certificate of Incorporation of the Company:

> RESOLVED, that in the judgment of this Board of Directors, it is in the best interest of the company to amend the Certificate of Incorporation of the company to read as follows:
>
> "The name of the company is Fulton Performance Products, Inc."

SECOND: That in lieu of a meeting and vote of the shareholder, the shareholder has given unanimous written consent to the said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: The aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation law of the State of Delaware.

IN WITNESS WHEREOF, the Company has caused this certificate to be signed by its Vice President and attested to by its Secretary this 16th day of October, 1990.

FULTON MANUFACTURING CORPORATION

By Peter C. DeChants
Peter C. DeChants
Vice President

ATTEST:

By S. Silverman
Barry J. Silverman
Assistant Secretary

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 11:30 AM 08/20/2002
020525354 - 0776274

CERTIFICATE OF MERGER OF WESBAR CORPORATION INTO FULTON PERFORMANCE PRODUCTS, INC.

(under Section 252 of the General Corporation Law of the State of Delaware)

Fulton Performance Products, Inc. hereby certifies that:

1. The name and state of incorporation of each of the constituent corporations are:
   a. Fulton Performance Products, Inc., a Delaware corporation; and
   b. Wesbar Corporation, a Wisconsin corporation.

2. An Agreement and Plan of Merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware.

3. The surviving corporation is Fulton Performance Products, Inc.

4. The Certificate of Incorporation of Fulton Performance Products, Inc., a Delaware corporation which is surviving the merger, shall be the Certificate of Incorporation of the surviving corporation.

5. The executed Agreement and Plan of Merger is on file at the principal place of business of Fulton Performance Products, Inc., the address of which is 50 Indianhead Drive, Mosinee, Wisconsin 54455-0008.

6. That a copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

7. This Certificate of Merger shall be effective upon the filing of the Certificate of Merger with the State of Delaware.

IN WITNESS WHEREOF, Fulton Performance Products, Inc. has caused this Certificate to be signed by its authorized officers, on this 31st day of May, 2002.

FULTON PERFORMANCE PRODUCTS, INC.

By: _____
Grant H. Beard, President

And By: _____
Todd R. Peters, Vice President-Finance

STATE OF DELAWARE
SECRETARY OF STATE
DIVISION OF CORPORATIONS
FILED 04:30 PM 12/27/2002
020804403 - 0776274

CERTIFICATE OF AMENDMENT
OF
CERTIFICATE OF INCORPORATION
OF
FULTON PERFORMANCE PRODUCTS, INC.

Fulton Performance Products, Inc., a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the Board of Directors of said corporation, by unanimous written consent of its members, filed with the minutes of the Board, adopted a resolution proposing and declaring advisable the following amendment to the Certificate of Incorporation of said corporation:

> RESOLVED, that the Certificate of Incorporation of Fulton Performance Products, Inc. be amended by changing the First Article thereof so that, as amended, said Article shall be and read as follows:
>
> "The name of the corporation is: Cequent Trailer Products, Inc."

SECOND: That in lieu of a meeting and vote of stockholders, the stockholders have given unanimous written consent to said amendment in accordance with the provisions of Section 228 of the General Corporation Law of the State of Delaware.

THIRD: That the aforesaid amendment was duly adopted in accordance with the applicable provisions of Sections 242 and 228 of the General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, Fulton Performance Products, Inc. has caused this certificate to be signed by Grant H. Beard, its President, this 23rd day of December, 2002.

FULTON PERFORMANCE PRODUCTS, INC.

By: Grant H. Beard, President

State of Delaware
Secretary of State
Division of Corporations
Delivered 06:32 PM 11/23/2004
FILED 05:27 PM 11/23/2004
SRV 040847257 - 0776274 FILE

CERTIFICATE OF OWNERSHIP
MERGING
CONSUMER PRODUCTS, INC.
INTO
CEQUENT TRAILER PRODUCTS, INC.

(Pursuant to Section 253 of the General Corporation Law of Delaware)

CEQUENT TRAILER PRODUCTS, INC., a corporation incorporated on the 5th day of November, 1971 pursuant to the provisions of the General Corporation Law of the State of Delaware;

DOES HEREBY CERTIFY that this corporation owns all of the outstanding shares of the capital stock of CONSUMER PRODUCTS, INC., a corporation incorporated on the 3rd day August, 1962, pursuant to the provisions of the Wisconsin Statutes, and that this corporation, by a resolution of its Board of Directors duly adopted by the unanimous written consent of its members, filed with the minutes of the Board on the 30th day of November 2004, determined to and did merge into itself said CONSUMER PRODUCTS, INC., which resolution is in the following words to wit:

WHEREAS this corporation owns all of the outstanding stock of CONSUMER PRODUCTS, INC., a corporation organized and existing under the laws of the State of Wisconsin, and

WHEREAS this corporation desires to merge into itself the said CONSUMER PRODUCTS, INC., and to be possessed of all the estate, property, rights, privileges and franchises of said corporation,

NOW THEREFORE, BE IT RESOLVED, that this corporation merge into itself said CONSUMER PRODUCTS, INC. and assumes all of its liabilities and obligations, and

FURTHER RESOLVED, that an authorized officer of this corporation be and he is hereby directed to make and execute a Certificate of Ownership and Merger setting forth a copy of the resolution to merge said CONSUMER PRODUCTS, INC. and assume its liabilities and obligations, and the date of adoption thereof, and to file the same in the office of the Secretary of State of Delaware, and a certified copy thereof in the office of the Recorder of Deeds of New Castle County; and

FURTHER RESOLVED, that the merger shall be effective November 30, 2004; and

FURTHER RESOLVED, that the officers of this corporation be and they hereby are authorized and directed to do all acts and things whatsoever, whether within or without the State of Delaware, which may be in any way necessary or proper to affect said merger.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 30th day of November, 2004.

Cequent Trailer Products, Inc.

By: _____

Name: Benson K. Woo

Title: Vice President

TOTAL P.03

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:48 PM 12/23/2004
FILED 04:31 PM 12/23/2004
SRV 040938348 - 0776274 FILE

CERTIFICATE OF MERGER OF HAMMERBLOW ACQUISITION CORP. INTO CEQUENT TRAILER PRODUCTS, INC.

The undersigned corporation organized and existing under and by virtue of the General Corporation Law of Delaware,

DOES HEREBY CERTIFY:

FIRST: That the name and state of incorporation of each of the constituent corporations of the merger is as follows:

(a) HammerBlow Acquisition Corp., a Delaware corporation
(b) Cequent Trailer Products, Inc., a Delaware corporation

SECOND: Than an agreement of merger between the parties to the merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of section 251 of the General Corporation Law of Delaware.

THIRD: That the name of the surviving corporation of the merger is Cequent Trailer Products, Inc.

FOURTH: That the Certificate of Incorporation of Cequent Trailer Products, Inc., a Delaware corporation, which will survive the merger, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: That the executed Agreement of Merger is on file at an office of the surviving corporation, the address of which is 1050 Indianhead Drive, Mosinee, Wisconsin 54455.

SIXTH: That a copy of the Agreement of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: That this Certificate of Merger shall be effective on filing.

Dated: December 23, 2004

CEQUENT TRAILER PRODUCTS, INC.
a Delaware corporation

By: _____
Benson K. Woo, Vice President

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:08 PM 12/12/2005
FILED 11:39 AM 12/12/2005
SRV 051008307 - 0776274 FILE

CERTIFICATE OF CHANGE OF LOCATION OF REGISTERED OFFICE

AND OF REGISTERED AGENT

OF

CEQUENT TRAILER PRODUCTS, INC.

It is hereby certified that:

1. The name of the corporation (hereinafter called the "corporation") is:

CEQUENT TRAILER PRODUCTS, INC.

2. The registered office of the corporation within the State of Delaware is hereby changed to 2711 Centerville Road, Suite 400, City of Wilmington 19808, County of New Castle.

3. The registered agent of the corporation within the State of Delaware is hereby changed to Corporation Service Company, the business office of which is identical with the registered office of the corporation as hereby changed.

4. The corporation has authorized the changes hereinbefore set forth by resolution of its Board of Directors.

Signed on December 7, 2005

/s/ Joshua A. Sherbin
Name: Josua A. Sherbin
Title: Secretary

Annex D
Good Standing Certificate

BCS/CD-550m (Rev. 03/07)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received

(FOR BUREAU USE ONLY)

Nancy

DEC 23 2008

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED

DEC 23 2008

by Administrator
Bureau of Commercial Services

Name
Tina M. Wertheimer, Esq.

Address
39400 Woodward Ave., Suite 130

City: Bloomfield Hills | State: Michigan | ZIP Code: 48304

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

EFFECTIVE DATE: 12/31/08

Expiration date for new assumed names: December 31,

Expiration date for transferred assumed names appear in Item 6

CERTIFICATE OF MERGER
Cross Entity Merger for use by Profit Corporations, Limited Liability Companies and Limited Partnerships

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 23, Public Acts of 1993 (limited liability companies) and Act 213, Public Acts of 1982 (limited partnerships), the undersigned entities execute the following Certificate of Merger:

1. The Plan of Merger (Consolidation) is as follows:

a. The name of each constituent entity and its identification number is:

Cequent Electrical Products, Inc.	41236C
Hidden Hitch Acquisition Company	643441
Hitch 'N Post of Michigan, Inc.	640050

See attached

b. The name of the surviving (new) entity and its identification number is:

Cequent Towing Products, Inc.	639050

Corporations and Limited Liability Companies provide the street address of the survivor's principal place of business:

47774 Anchor Court West, Plymouth, MI 48170

2. (Complete only if an effective date is desired other than the date of filing. The date must be no more than 90 days after the receipt of this document in this office.)

The merger (consolidation) shall be effective on the 31st day of December, 2008.

$150.00 vs/4j 116883

3. Complete for Profit Corporations only

For each constituent stock corporation, state:

Name of corporation	Designation and number of outstanding shares in each class or series	Indicate class or series of shares entitled to vote	Indicate class or series entitled to vote as a class
See Attachment			

If the number of shares is subject to change prior to the effective date of the merger or consolidation, the manner in which the change may occur is as follows: N/A

The manner and basis of converting shares are as follows:

As of Effective Date, the shares of stock of the merging companies shall be extinguished and cease to exist and no shares of stock of the surviving entity will be changed to Cequent Performance Products, Inc.

The amendments to the Articles, or a restatement of the Articles, of the surviving corporation to be effected by the merger are as follows:

The name of the surviving entity will be changed to Cequent Performance Products, Inc.

The Plan of Merger will be furnished by the surviving profit corporation, on request and without cost, to any shareholder of any constituent profit corporation.

The merger is permitted by the state or country under whose law it is incorporated and each foreign corporation has complied with that law in effecting the merger.

(Complete either Section (a) or (b) for each corporation)

a) The Plan of Merger was approved by unanimous consent of the incorporators of _____, a Michigan corporation which has not commenced business, has not issued any shares, and has not elected a Board of Directors.

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

(Signature of Incorporator) (Type or Print Name) (Signature of Incorporator) (Type or Print Name)

b) The plan of merger was approved by:

☐ the Board of Directors of _____, the surviving Michigan corporation, without approval of the shareholders in accordance with Section 703a of the Act.

☑ the Board of Directors and the shareholders of the following Michigan corporation(s) in accordance with Section 703a of the Act.

Cequent Electrical Products, Inc.

By _____ (Signature of Authorized Officer of Agent)

SEE ATTACHMENT FOR SIGNATURES

(Type or print name)

(Name of Corporation)

By _____ (Signature of Authorized Officer of Agent)

(Type or print name)

(Name of Corporation)

Michigan Department of Labor & Economic Growth
Bureau of Commercial Services
BCS/CD-550m
Certificate of Merger

Article 1 A cont.
Cequent Towing Products, Inc. 639050

Attachment A – Stock

3.

Entity	Authorized and issued shares	Shareholders	Entitled to vote
Cequent Electrical Products, Inc.	100 common shares authorized and 1 share issued – no par value	Cequent Trailer Products, Inc.	all common
Hidden Hitch Acquisition Company	1000 common shares authorized and issued at $.01 par value	The HammerBlow Company, LLC	all common
Hitch 'N Post of Michigan, Inc.	1000 common shares authorized and 1000 issued at $1 par value	TriMas Company LLC	all common

Michigan Department of Labor & Economic Growth
Bureau of Commercial Services
BCS/CD-550m
Certificate of Merger

Attachment B – Signatures

Cequent Electrical Products, Inc.

By: _____
Joshua A. Sherbin, Secretary and Director

Hidden Hitch Acquisition Company

By: _____
Joshua A. Sherbin, Secretary and Director

Hitch 'N Post of Michigan, Inc.

By: _____
Joshua A. Sherbin, Secretary and Director

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CEQUENT ELECTRICAL PRODUCTS, INC.", A MICHIGAN CORPORATION,

WITH AND INTO "CEQUENT TOWING PRODUCTS, INC." UNDER THE NAME OF "CEQUENT TOWING PRODUCTS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:55 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2231485 8100M

081220596

AUTHENTICATION: 7044127

DATE: 12-23-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:55 PM 12/22/2008
SRV 081220596 - 2231485 FILE

STATE OF DELAWARE CERTIFICATE OF MERGER OF FOREIGN CORPORATION INTO A DOMESTIC CORPORATION

Pursuant to Title 8, Section 252 of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Cequent Towing Products, Inc., a Delaware corporation, and the name of the corporation being merged into this surviving corporation is Cequent Electrical Products, Inc., a Michigan corporation.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations pursuant to Title 8 Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation is Cequent Towing Products, Inc. a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation. (If amendments are affected please set forth)

FIFTH: The authorized stock and par value of the non-Delaware corporation is 100 shares with no par value.

SIXTH: The merger is to become effective on December 31, 2008.

SEVENTH: The Agreement of Merger is on file at 47774 Anchor Court West Plymouth Michigan 48170, an office of the surviving corporation.

EIGHTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 19th day of December, A.D., 2008.

By: _____
Authorized Officer

Name: Joshua A. Sherbin
Print or Type

Title: Secretary

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"CEQUENT TRAILER PRODUCTS, INC.", A DELAWARE CORPORATION,

WITH AND INTO "CEQUENT TOWING PRODUCTS, INC." UNDER THE NAME OF "CEQUENT TOWING PRODUCTS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:57 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2231485 8100M

081220606

AUTHENTICATION: 7044209

DATE: 12-23-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:57 PM 12/22/2008
SRV 081220606 - 2231485 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Cequent Towing Products, Inc., and the name of the corporation being merged into this surviving corporation is Cequent Trailer Products, Inc.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Cequent Towing Products, Inc. a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on December 31, 2008.

SIXTH: The Agreement of Merger is on file at 47774 Anchor Court West Plymouth, Michigan 48170, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 19th day of December, A.D., 2008.

By: _____
Authorized Officer

Name: Joshua A. Sherbin
Print or Type

Title: Secretary

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"HIDDEN HITCH ACQUISITION COMPANY", A DELAWARE CORPORATION,

WITH AND INTO "CEQUENT TOWING PRODUCTS, INC." UNDER THE NAME OF "CEQUENT TOWING PRODUCTS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:56 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2231485 8100M

081220600

AUTHENTICATION: 7044199

DATE: 12-23-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:56 PM 12/22/2008
SRV 081220600 - 2231485 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Cequent Towing Products, Inc., and the name of the corporation being merged into this surviving corporation is Hidden Hitch Acquisition Company.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Cequent Towing Products, Inc. a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on December 31, 2008.

SIXTH: The Agreement of Merger is on file at 47774 Anchor Court West Plymouth Michigan 48170, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 19th day of December, A.D., 2008.

By: _____
Authorized Officer

Name: Joshua A. Sherbin
Print or Type

Title: Secretary

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"HITCH'N POST, INC.", A DELAWARE CORPORATION,

WITH AND INTO "CEQUENT TOWING PRODUCTS, INC." UNDER THE NAME OF "CEQUENT TOWING PRODUCTS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:58 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

SECRETARY'S OFFICE 1793 DELAWARE 1865

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2231485 8100M

081220637

AUTHENTICATION: 7044271

DATE: 12-23-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:58 PM 12/22/2008
SRV 081220637 - 2231485 FILE

STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC CORPORATIONS

Pursuant to Title 8, Section 251(c) of the Delaware General Corporation Law, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Cequent Towing Products, Inc., and the name of the corporation being merged into this surviving corporation is Hitch 'N Post, Inc.

SECOND: The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations.

THIRD: The name of the surviving corporation is Cequent Towing Products, Inc. a Delaware corporation.

FOURTH: The Certificate of Incorporation of the surviving corporation shall be its Certificate of Incorporation.

FIFTH: The merger is to become effective on December 31, 2008.

SIXTH: The Agreement of Merger is on file at 47774 Anchor Court West, Plymouth, Michigan 48170, the place of business of the surviving corporation.

SEVENTH: A copy of the Agreement of Merger will be furnished by the surviving corporation on request, without cost, to any stockholder of the constituent corporations.

IN WITNESS WHEREOF, said surviving corporation has caused this certificate to be signed by an authorized officer, the 19th day of December A.D., 2008.

By: _____
Authorized Officer

Name: Joshua A. Sherbin
Print or Type

Title: Secretary

Delaware

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "CEQUENT TOWING PRODUCTS, INC.", CHANGING ITS NAME FROM "CEQUENT TOWING PRODUCTS, INC." TO "CEQUENT PERFORMANCE PRODUCTS, INC.", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF DECEMBER, A.D. 2008, AT 3:59 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID RESTATED CERTIFICATE IS THE THIRTY-FIRST DAY OF DECEMBER, A.D. 2008.

SECRETARY'S OFFICE 1793 DELAWARE 1855

Harriet Smith Windsor

Harriet Smith Windsor, Secretary of State

2231485 8100

AUTHENTICATION: 7049005

081220660

DATE: 12-29-08

You may verify this certificate online at corp.delaware.gov/authver.shtml

RESTATED CERTIFICATE OF INCORPORATION

of

Cequent Towing Products, Inc., a Delaware Corporation
(Pursuant to Sections 228, 242 and 245 of the
General Corporation Law of the State of Delaware)

Cequent Towing Products, Inc. (the "Company"), a corporation organized and existing under the General Corporation Law of the State of Delaware, DOES HEREBY CERTIFY:

FIRST: The original Certificate of Incorporation ("Certificate") of the Company (initially known as TriMas Acquisition I, Inc.) was filed with the Secretary of State of the State of Delaware on May 24, 1990, which was amended on June 25, 1990 changing the name to Draw-Tite, Inc.

SECOND: The Restated Certificate of Incorporation of the Company in the form attached as Annex A has been duly adopted in accordance with the provisions of the Sections 245, 242 and 228 of the General Corporation Law of the State of Delaware by the directors and stockholders of the Company.

THIRD: The Restated Certificate of Incorporation of the Company so adopted reads in full as set forth on Annex A attached hereto and is hereby incorporated herein by this reference.

IN WITNESS WHEREOF, Cequent Towing Products, Inc. has executed this Certificate by the Secretary this 19th day of December, 2008.

Cequent Towing Products, Inc.

By: _____
Joshua A. Sherbin, Secretary

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:55 PM 12/22/2008
FILED 03:59 PM 12/22/2008
SRV 081220660 - 2231485 FILE

ANNEX A

RESTATED CERTIFICATE OF INCORPORATION
of
CEQUENT PERFORMANCE PRODUCTS, INC., a Delaware Corporation

FIRST: The name of the Corporation is Cequent Performance Products, Inc.

SECOND: The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle, Delaware 19808. The name of the Corporation's registered agent at such address is Corporation Service Company.

THIRD: (1) The Corporation shall, to the fullest extent permitted by Section 145 of the General Corporation Law of the State of Delaware, as the same may be amended and supplemented, indemnify any and all persons whom it shall have power to indemnify under said section from and against any and all of the expenses, liabilities and other matters referred to in or covered by said section, and the indemnification provided for herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of stockholders or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person. (2) No person shall be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, provided, however, that the foregoing shall not eliminate or limit the liability of a director (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the General Corporation Law of the State of Delaware or (iv) for any transaction from which the director derived an improper personal benefit. If the General Corporation Law of the State of Delaware is subsequently amended to further eliminate or limit the liability of a director, then a director of the Corporation, in addition to the circumstances in which a director is not personally liable as set forth in the preceding sentence, shall not be liable to the fullest extent permitted by the amended General Corporation Law of the State of Delaware. For purposes of this ARTICLE SEVEN, "fiduciary duty as a director" shall include any fiduciary duty arising out of serving at the Corporation's request as a director of another corporation, partnership, joint venture or other enterprise, and "personal liability to the Corporation or its stockholder" shall include any liability to such other corporation, partnership, joint venture, trust or other enterprise, and any liability to the Corporation in its capacity as a security holder, joint venturer, partner, beneficiary, creditor or investor of or in any such other corporation, partnership, joint venture, trust or other enterprise.

FOURTH: The purpose for which the Corporation is formed is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

FIFTH: The total number of shares of stock that the Corporation shall have authority to issue is 1,000 shares of common stock with a par value of $1.00.

SIXTH: In furtherance and not in limitation of the powers conferred by the laws of the State of Delaware, the Board of Directors of the Corporation is expressly authorized and empowered to make, alter or repeal the Bylaws of the Corporation, subject to the power of the stockholders of the Corporation to alter or repeal any Bylaw made by the Board of Directors.

SEVENTH: The effective date of this Restated Certificate of Incorporation is December 31, 2008.

BCS/CD-562 (11/06)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

(FOR BUREAU USE ONLY)

Date Received
JAN 0 6 2009

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
JAN 0 6 2009
Administrator
Bureau of Commercial Services

Name
TRIMAS CORPORATION c/o Paula Reno

Address
39400 Woodward Ave., Suite 130

City: Bloomfield Hills, State: MI. Zip code: 48304

Document will be returned to the name and address you enter above

EFFECTIVE DATE:

AMENDED APPLICATION FOR CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS IN MICHIGAN

For use by Foreign Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned corporation executes the following Amended Application:

1. The name of the corporation is: CEQUENT TOWING PRODUCTS, INC.
2. If the name in Item 1 was not available for use in Michigan, the assumed name adopted when obtaining the Certificate of Authority is:
3. The identification number assigned by the Bureau is: 639050.
4. It is incorporated under the laws of DELAWARE.
5. The corporation was authorized to transact business in Michigan on May 30, 1990
6. The period of its duration (corporation term) is perpetual.

7. a) The total authorized shares of the corporation on record with the Bureau of Commercial Services are 1,000.0 as of December 23, 2008

   b) The shares attributable to Michigan as currently on the records of the Bureau of Commercial Services are: 60,000

   c) If the total authorized stock has changed, the total authorized shares of the corporation are N/A.

   The effective date of the stock change was the _____ day of _____, _____.

   d) For year ending 12 / 31 / 2007 the apportionment percentage from the most recently filed Single Business tax return is: 5.9472 %.

110.00 VJIPB 117252

8. If the name of the corporation has changed, its new name is:

CEQUENT PERFORMANCE PRODUCTS, INC.

the effective date of the name change was the 31st day of December, 2008 and the name change was made in compliance with the laws of the jurisdiction of its incorporation.

9. Complete this item only if the new name in Item 8 is not available for use in Michigan. The assumed name of the corporation to be used in all its dealings with the Bureau and in the transaction of its business in Michigan is:

10. If the assumed name in Item 2 has changed, the new name is:

11. The name of the resident agent at the registered office is: CSC-Lawyers Incorporating Service (Company)

The address of its registered office in Michigan is:

601 Abbot Road (Street Address) East Lansing (City), Michigan 48823 (Zip Code)

The mailing address of the registered office in Michigan, if different than above, is:

(as above) (Street Address or P.O. Box) (City), Michigan (Zip Code)

The resident agent is an agent of the corporation upon whom process against the corporation may be served.

12. The address of the main business or headquarters office of the corporation is:

47774 Anchor Court West (Street Address), PLYMOUTH (City), Michigan (State) 48170 (Zip Code)

The mailing address if different than above is:

(as above) (Street Address or P.O. Box) (City) (State) (Zip Code)

13. If the business the foreign corporation proposes to do in this State is to be enlarged, limited, or otherwise changed, the specific business which the corporation is to transact in Michigan is as follows:

manufacture and distribution of transportation parts and accessories.

The corporation is authorized to transact such business or conduct such affairs in the jurisdiction of its incorporation.

Signed this 5th day of January, 2009

By (Signature of Authorized Officer or Agent)

Joshua A. Sherbin, Secretary (Type or Print Name)