

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
89908, INC.		10/04/2013	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
Name:	Lund Motion Products, Inc.		
Street Address:	3811 TURTLE CREEK BLVD.		
Internal Address:	SUITE 250		
City:	DALLAS		
State/Country:	TEXAS		
Postal Code:	75219		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	3331472	AMP RESEARCH	
Registration Number:	3580990	BEDSTEP	
Registration Number:	3740873	MOTOXTENDER	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2026622739		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	202-662-2738		
Email:	seanwooden@andrewskurth.com		
Correspondent Name:	Sean S. Wooden		
Address Line 1:	1350 I Street, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	210652-REF. NUMBER ONLY		
NAME OF SUBMITTER:	Sean S. Wooden		

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Signature:	/Sean S. Wooden/
Date:	10/07/2013
Total Attachments: 4 source=210652 Trademark Assignment#page1.tif source=210652 Trademark Assignment#page2.tif source=210652 Trademark Assignment#page3.tif source=210652 Trademark Assignment#page4.tif	

## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (the "Trademark Assignment") is made to be effective as of October 4, 2013, by and between 89908, Inc., a California corporation (the "Seller"), and Lund Motion Products, Inc., a Delaware corporation (the "Buyer"), pursuant to that certain Asset Purchase Agreement (as defined below). All capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Asset Purchase Agreement.

**WHEREAS**, Seller, Buyer and certain other parties entered into that certain Asset Purchase Agreement, dated October 4, 2013 (the "Asset Purchase Agreement"), which provides, among other things, for the sale and assignment by Seller to Buyer of the registered trademarks and trademark applications which are included as part of the Transferred Assets (the "Trademarks").

**NOW, THEREFORE**, in consideration of the mutual promises contained in the Asset Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Seller, and subject to the terms and conditions of the Asset Purchase Agreement:

1. Seller hereby sells, conveys, assigns, transfers and delivers to Buyer and its successors and assigns, all rights, title and interest in and to the trademark registrations and trademark applications set forth on Schedule 1 hereto (the "Trademarks") with all of the goodwill of the Business associated therewith, pursuant to the terms of the Asset Purchase Agreement, to have and to hold the Trademarks forever, free and clear of all encumbrances.

2. Seller covenants with the Buyer that the Seller will take all such further actions, execute and deliver all such further documents and do all such other acts and things as the Buyer may reasonably request for the purpose of carrying out the intent of this Trademark Assignment.

3. The Seller hereby authorizes the United States Patent and Trademark Office and other corresponding officials of other jurisdictions, as appropriate, to record this instrument and to record the Buyer as the owner of the Transferred Intellectual Property with respect to any such Trademark that is currently registered in the Seller's name.

4. This Trademark Assignment will be binding on the Seller and its successors and assigns, and will inure to the benefit of the Buyer and its successors and assigns.

5. The Seller hereby covenants that it has full right to convey its entire interest as herein assigned, and that it has not executed any agreement inconsistent herewith and will not execute any agreement inconsistent herewith without Buyer's consent.

6. Nothing contained in this Trademark Assignment will be deemed to supersede, limit, amend, supplement, expand or modify any of the rights or obligations of the Seller or the Buyer under the Asset Purchase Agreement. Seller acknowledges that the representatives, warranties, covenants, agreements, and indemnifications contained in the Asset Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. To the extent there is any difference between this Trademark Assignment and the Asset Purchase Agreement, the Asset Purchase Agreement shall govern.

7. The validity, interpretation, construction and performance of this Trademark Assignment shall be governed by the laws of the State of Delaware, without giving effect to principles of conflict of laws.

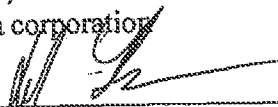
8. This Trademark Assignment may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument. No signature page to this Trademark Assignment evidencing a party's execution hereof will be deemed to be delivered by such party to any other party hereto until such delivering party has received executed signature pages from all parties signatory to this Trademark Assignment.

*[Remainder of page left intentionally blank]*

IN WITNESS WHEREOF, and intending to be legally bound hereby, the undersigned have caused this Trademark Assignment to be executed and delivered as of the day and year first above written.

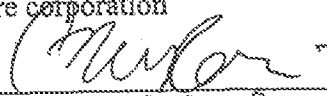
SELLER:

89908 INC.,  
a California corporation

By:   
Name: Holt Leitner  
Title: CEO

BUYER:

LUND MOTION PRODUCTS, INC.,  
a Delaware corporation

By:   
Name: Chris McKorie  
Title: Vice President

[Signature Page to Trademark Assignment]

**SCHEDULE 1**

**Registered Trademarks and Trademark Applications**

Mark (Profile Name)	Owner	Country	Application Number	App. Date	Registration Number	Reg. Date	Status
AMP Research	89908, Inc.	European Community	004946984	3/8/2005	004946984	2/15/2007	Registered
AMP Research	89908, Inc.	USA	78/710334	09/09/2005	3331472	11/6/2007	Registered
BEDSTEP	89908, Inc.	European Community	005860663	4/26/2007	005860663	4/7/2008	Registered
BEDSTEP	89908, Inc.	Mexico	851217	4/26/2007	1009299	10/30/2007	Registered
BEDSTEP	89908, Inc.	USA	77/034689	11/1/2006	3580990	2/24/2009	Registered
MOTOXTENDER	89908, Inc.	USA	77/571576	9/16/2008	3740873	1/19/2010	Registered

Mark (Profile Name)	Owner	Country	Application Number	App. Date	Registration Number	Reg. Date	Status
BED X-TENDER	American Moto Products, Inc.	European Community	004246971	1/18/2005	004246971	3/27/2006	Registered

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