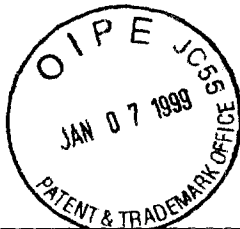


mlp 01-07-99



RECC

05-06-1999



100990683

TRADEMARKS

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original documents or copy thereof.

1. Name of conveying party:

GLOBAL MOTORSPORT GROUP, INC.

2. Name and address of receiving party:

Bankers Trust Company, as Administrative Agent
Bankers Trust Company
130 Liberty Street
New York, NY 10006

3. Nature of conveyance:

Grant of Trademark Security Interest

Execution Date: December 22, 1998

4. Registration numbers:

See attached Schedule A

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

Christina Chang
Legal Assistant
O'Melveny & Myers LLP
400 South Hope Street
Los Angeles, CA 90017

6. Total number of applications and registrations involved: eighty-seven (87)

7. Total fee: \$2190.00

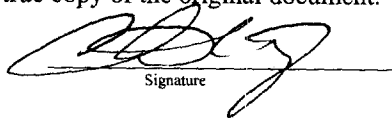
8. Deposit Account Number:

N/A

9. Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Christina WH Chang
Name of Person Signing


Signature

January 6, 1999
Date

TOTAL NUMBER OF PAGES COMPRISING COVER SHEET:

01/12/1999 DNGUYEN 00000020 1403211

01 FC:481
02 FC:482

40.00 OP
2150.00 OP

LA1:832741.1

TRADEMARK
REEL: 1869 FRAME: 0254

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered Trademarks and Service Mark

<u>Registered Owner</u>	<u>U.S. Trademark or Service Mark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
GMG	BULLSKINS CCI and Design	1,403,211	July 29, 1986
GMG	C.C. RIDER	1,802,477	Nov. 2, 1993
GMG	C.C. RIDER (<i>Stylized</i>)	2,089,057	Aug. 19, 1997
GMG	CCI and Design	2,102,960	Oct. 7, 1997
GMG	CUSTOM CCI CHROME and Design	2,108,579	Oct. 28, 1997
GMG	CUSTOM CHROME	1,585,196	Feb. 27, 1996
GMG	CUSTOM CHROME	2,079,468	July 15, 1997
GMG	DUAL FIRE and Design	1,734,388	Nov. 24, 1992
GMG	DYNO POWER	1,751,177	Feb. 9, 1993
GMG	MIRAGE and Design	2,067,403	June 3, 1997
GMG	MIRAGE and Design	1,989,592	July 30, 1996
GMG	MISCELLANEOUS Design	2,147,025	Mar. 31, 1998
GMG	PREMIUM (<i>Stylized</i>)	2,071,058	June 17, 1997
GMG	REVTECH 2 and Design	1,918,792	Sept. 12, 1995
GMG	REVTECH and Design	1,988,321	July 23, 1996
GMG	REVTECH and Design	2,161,448	June 2, 1998
GMG	SAND DUNE and PALM TREE Design	1,947,929	Jan. 16, 1996
GMG	SPEEDO2TACH and Design	1,706,361	Aug. 11, 1992
GMG	THE DEALERS EDGE	1,325,735	Mar. 19, 1985

Registered Owner	U.S Trademark or Service Mark Description	Registration Number	Registration Date
GMG	TOUR EASE	1,596,268	May 15, 1990
GMG	TOUR EASE	2,108,577	Oct. 28, 1997

Pending Service Marks

Registered Owner	U.S. Trademark or Service Mark Description	Application Number	Application Date
GMG	CHROME GEAR	75/400180	Dec. 4, 1997
GMG	CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME	75/400159	Dec. 4, 1997
GMG	CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME	75/400187	Dec. 4, 1997
GMG	CUSTOM CHROME	75/033532	Dec. 18, 1995
GMG	GLOBAL MOTORSPORT GROUP, INC.	75/359519	Sept. 12, 1997
GMG	GLOBAL MOTORSPORT GROUP, INC.	75/373963	Oct. 16, 1997
GMG	LOW TAIL	74/206283	Sept. 23, 1991
GMG	SANTEE	75/431878	Feb. 10, 1998
GMG	SANTEE CUSTOM CHROM MANUFACTURING	75/433693	Feb. 10, 1998
GMG	TRIBAL IRON	75/485,494	May 14, 1998

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, GLOBAL MOTORSPORT GROUP, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor (as successor by merger to Holdings II, Inc., a Delaware corporation) has entered into that certain Credit Agreement dated as of December 15, 1998 (said Credit Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"; the terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), NationsBank, N.A., as Syndication Agent, and Bankers Trust Company, as Administrative Agent for Lenders (in such capacity, "**Secured Party**"); and

WHEREAS, under the Credit Agreement Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of December 22, 1998 (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between Grantor and Secured Party, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the "**Trademark Registrations**"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any

state thereof and in foreign countries (the "**Trademark Rights**"), and all goodwill of Grantor's business symbolized by the Trademarks and associated therewith (the "**Associated Goodwill**"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 22nd day of December, 1998.

GLOBAL MOTORSPORT GROUP, INC.

By: _____

Name: _____

James J. Kelly, Jr.

Title: _____

Executive Vice President and Secretary

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

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