FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

11-03-1999

101190664

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECEIVED

MRD 11/1/99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [ ] Assignment
- [ ] License
- [X] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year

Conveying Party

[ ] Mark if additional names of conveying parties attached

Name: Fox Racing, Inc.

Execution Date Month Day Year: 10261999

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [ ] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: California

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Bank of America, N.A.

DBA/AKA/TA:

Composed of:

Address (line 1): San Jose RCBO #1487 CA3-103-01-01

Address (line 2): 101 Park Center Plaza

Address (line 3): San Jose (City) CA (State/Country) 95113 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[ ] Corporation [X] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: California

[ ] If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. *(Designation must be a separate document from Assignment.)*

FOR OFFICE USE ONLY

11/03/1999 DNGUYEN 00000019 75721770

01 FC:481 40.00 OP
02 FC:482 525.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (213) 228-2506

Name: Bank of America, N.A.

Address (line 1): Legal Department #CA9-706-08-02

Address (line 2): 555 South Flower Street, Suite 800

Address (line 3): Los Angeles, California 90071

Address (line 4): Attn: Margaret E. Lehmann

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 9

Trademark Application Number(s) or Registration Number(s)

[X] Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75494831	75494830	75410332	2234764	2188305	2189804
75494385	75410712	75410141	2194132	1318236	2192660
75494375	75410168	75486008	2192661	2232648	2181243

Number of Properties

Enter the total number of properties involved. #

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 565.00

Method of Payment: Enclosed [X] Deposit Account [ ]

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes [ ] No [ ]

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. Charges to deposit account are authorized, as indicated herein.

Margaret E. Lehmann	Margaret E. Lehmann	October 28, 1999
Name of Person Signing	Signature	Date Signed

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date (Month Day Year): 10261999

Name: Fox Racing, Inc.

Formerly:

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☒ Citizenship State of Incorporation/Organization: California

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name: Bank of America, N.A.

DBA/AKA/TA:

Composed of:

Address (line 1): San Jose RCBO #1487 CA3-103-01-01

Address (line 2): 101 Park Center Plaza

Address (line 3): San Jose (City) CA (State/Country) 95113 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☒ Association

☐ Other

☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached *(Designation must be a separate document from the Assignment.)*

☒ Citizenship/State of Incorporation/Organization: California

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
75721770			1568070		
75721771					
75721263					

SECURITY AGREEMENT - GENERAL INTANGIBLES
(PATENTS, TRADEMARKS, COPYRIGHTS, COMPUTER SOFTWARE)

1. THE SECURITY. The undersigned FOX RACING, INC. formerly FOX RACING USA, INC. ("Borrower") for valuable consideration hereby grants to BANK OF AMERICA, N.A. ("Bank"), a security interest in any right, title, or interest of Borrower in or to the following described personal property, whether now owned or hereafter acquired ("Collateral"):

A. All patents and patent applications and all rights corresponding thereto throughout the world, and all unpatented or unpatentable developments and inventions.

B. All trademarks, service marks, logos, and all United States, state and/or foreign applications for registration and registrations thereof, all trade names, trade styles, designs, and the like, all elements of package or trade dress of goods, the goodwill of the Borrower's business connected with the use of, and symbolized by any of the above, and all property of Borrower necessary to produce any products sold under any of the above.

C. All copyrights and copyrighted works, all derivative works thereof, all mask works of semiconductor chip products, and United States and/or foreign applications for registration and registrations thereof.

D. All computer software programs developed or to be developed by Borrower or in which Borrower asserts or could assert a proprietary interest; all personal property, including but not limited to source codes, object codes or similar information, which is necessary to the practical utilization of such programs; all tangible property of Borrower embodying or incorporating any such programs.

E. All trade secrets, proprietary information, customer lists, instructional materials, working drawings, manufacturing techniques, process technology documentation, and product formulations.

F. All rights to damages or profits due or accrued arising out of past, present or future infringement of the Collateral or injury to Borrower's good will connected with the use of the Collateral and the right to sue therefor.

G. All renewals, modifications, amendments, re-issues, divisions, continuations in whole or part, and extensions of any Collateral.

H. All proceeds of any Collateral.

2. THE INDEBTEDNESS. The Collateral secures and will secure all Indebtedness of Borrower to Bank. For the purposes of this Agreement, "Indebtedness" shall mean all loans and advances made by Bank to Borrower and all obligations and liabilities of Borrower to Bank, whether now existing or hereafter incurred or created, whether voluntary or involuntary, whether due or not due, whether absolute or contingent (including but not limited to obligations of Borrower as a guarantor of the indebtedness of another), and whether incurred directly or acquired by Bank by assignment or otherwise. Unless Borrower shall have otherwise agreed in writing, "Indebtedness" shall not include "consumer credit" subject to the disclosure requirements of the Federal Truth in Lending Act or any regulations promulgated thereunder.

TRADEMARK
REEL: 001983 FRAME: 0818

3. WARRANTIES AND REPRESENTATIONS. Borrower represents and warrants to Bank as follows:

A. Exhibit A to this Agreement is a complete list of all patents, trademark and service mark registrations, copyright registrations, mask work registrations, and all applications therefor, in which Borrower has any right, title, or interest, throughout the world.

B. Borrower has full power and authority to execute this Agreement and perform its obligations hereunder, and to subject the Collateral to the security interest transferred hereby, and Borrower has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

C. Borrower is the lawful owner of the entire right, title and interest in and to all the Collateral, free and clear of all liens, charges, encumbrances, claims of infringement, setoffs, counterclaims, licenses, shop rights, and covenants not to sue third persons, except as Bank has consented to in writing.

4. BORROWER'S COVENANTS. Borrower covenants and agrees that, unless compliance is waived by Bank in writing:

A. Borrower will at its expense properly maintain the Collateral and shall not fail to renew and shall not otherwise abandon any Collateral. Borrower will, at its expense, diligently prosecute all patent, trademark or service mark or copyright applications pending on or after the date hereof, will maintain in effect all issued patents and will renew all trademark and service mark registrations, including payment of any and all maintenance and renewal fees relating thereto; Borrower also will promptly make application on any patentable but unpatented inventions, registerable but unregistered trademarks and service marks, and copyrightable but uncopyrighted works.

B. Borrower will at its expense protect and defend all rights in the Collateral against any claims and demands of all persons other than the Bank and will, at its expense, enforce all rights in the Collateral against any and all infringers of the Collateral. Borrower will not license or transfer any of the Collateral except with Bank's prior written consent.

C. Borrower will notify Bank in writing prior to any change in Borrower's place of business or, if Borrower has or acquires more than one place of business, prior to any change in Borrower's chief executive office or headquarters.

D. Borrower will promptly notify Bank of any acquisition (by adoption and use, purchase, license or otherwise) of any patent, trademark or service mark registration, copyright registration, mask work registration, and applications therefor, and unregistered trademarks and service marks and copyrights, throughout the world, which are granted or filed or acquired after the date hereof or which are not listed on Exhibit A hereto. Borrower authorizes Bank, without notice to Borrower, to modify this Agreement by amending Exhibit A to include any such Collateral.

E. Borrower will promptly notify Bank of any legal process which is levied against the Collateral and any other event which may have a material adverse effect on the value of the Collateral (including, but not limited to, conduct which might infringe on any

Collateral) or the rights and remedies of Bank in relation thereto, and Borrower will enforce all rights in the Collateral against any and all infringers thereof.

F. Borrower will, at the request of Bank, execute such other agreements, documents or instruments in connection with this Agreement as Bank may reasonably deem necessary, including, but not limited to, those documents prepared by Bank which, at Bank's option, Bank chooses to record with any governmental entity, in any State or at the Federal level or in any foreign country, relating to the security interest Bank holds in the Collateral.

G. Borrower will pay to Bank, on demand, the amounts of any fees required to be paid in connection with recordation of this Agreement or any other agreement, document, or instrument evidencing Bank's security interest and any other rights in or to the Collateral.

5. DEFAULTS. Any one or more of the following shall be a default hereunder:

A. Borrower shall fail to pay any Indebtedness to Bank when due.

B. Borrower shall breach any term, provision, warranty or representation under this Agreement, or under any other security agreement, contract between Borrower and Bank, or any other obligation of Borrower to Bank.

C. Any receiver or trustee shall be appointed with regard to all or a substantial portion of the assets of Borrower.

D. Borrower shall become insolvent or unable to pay debts as they mature, shall make a general assignment for the benefit of creditors or shall voluntarily file under any bankruptcy or similar law.

E. Any involuntary petition in bankruptcy shall be filed against Borrower, and shall not be dismissed within 60 days.

F. Any levies of attachment, executions, tax assessments or similar processes shall be issued against the Collateral and shall not be released within ten days thereof.

G. Any financial statements, profit and loss statements, borrowing certificates or schedules, or other statements furnished by Borrower to Bank prove false or incorrect in any material respect.

6. BANK'S REMEDIES AFTER DEFAULT. In the event of any default Bank may do any one or more of the following:

A. Declare any Indebtedness secured hereby immediately due and payable.

B. Enforce the security interest given hereunder pursuant to the Uniform Commercial Code and any other law.

7. MISCELLANEOUS.

A. In the event of a sale of Collateral (whether under power of sale herein granted, pursuant to judicial process or otherwise), Borrower will duly execute and acknowledge

TRADEMARK
REEL: 001983 FRAME: 0820

all documents necessary or advisable to record title to such Collateral in the name of the purchaser, including, without limitation, valid and recordable assignments of such Collateral.

B. Borrower hereby appoints Bank, effective upon the occurrence of a default hereunder, Borrower's attorney-in-fact, with full authority to take any action and to execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement. Such appointment of Bank as Borrower's attorney-in-fact is coupled with an interest and is irrevocable.

C. Any waiver, expressed or implied, of any provision hereunder and any delay or failure by Bank to enforce any provision shall not preclude Bank from enforcing any such provision thereafter.

D. This Agreement shall be governed by and construed according to the laws of the State of California, to the jurisdiction of which Borrower submits.

E. All rights and remedies herein provided are cumulative and not exclusive of any rights or remedies otherwise provided by law. Any single or partial exercise of any right or remedy shall not preclude the further exercise thereof or the exercise of any other right or remedy.

F. All terms not defined herein are used as set forth in the Uniform Commercial Code.

G. In the event of any action by Bank to enforce this Agreement or to protect the security interest of Bank in the Collateral, Borrower agrees to pay the costs thereof, reasonable attorney's fees and other expenses.

H. This Agreement and any agreement or document attached hereto, referred to herein or executed concurrently herewith, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all oral negotiations and prior writings in respect to the subject matter hereof.

Dated: 10/26/99, 1999.

FOX RACING, INC.

By: [signature]

Title: CFO

By: _____

Title: _____

BANK OF AMERICA, N.A.

By: [signature]

Title: Vice President

By: _____

Title: _____

EXHIBIT A

FOREIGN
TRADEMARKS AND SERVICE MARKS

State or Country	Registration No.	Registration Date	Trademark or Service Mark
Argentina	1512881	03/31/94	FOX RACING & DESIGN
Australia	737471	01/23/98	MISC. DESIGN (FOX HEAD)
Austria	171313	09/01/97	MISC. DESIGN (FX & FOX)
Canada	TMA509433	03/16/99	MISC. DESIGN (FX & FOX)
Germany	39740076	10/24/97	MISC. DESIGN (FX & FOX)
Italy	454 927	11/03/86	FOX LABEL
Italy	454 928	11/03/86	MISC. DESIGN (FOX HEAD)
Italy	454 926	11/03/86	MOTO-X FOX LABEL
Japan	3253531	01/31/97	MISC. DESIGN (FOX HEAD)
Japan	4218274	12/04/98	MISC. DESIGN (FX & FOX)
New Zealand	244397	01/05/95	FOX (STYLIZED) & DESIGN
Spain	2104617	01/20/98	MISC. DESIGN (FOX HEAD)
U.K.	1,125,288	12/06/79	MISC. DESIGN (FOX HEAD)
U.K.	1,127,614	01/26/80	MISC. DESIGN (FOX HEAD)
U.K.	2,123,131	10/03/97	MISC. DESIGN (FOX HEAD)
U.K.	1,127,613	01/26/80	MISC. DESIGN (FX & FOX)
U.K.	B1,189,099	01/22/83	MISC. DESIGN (FX & FOX)
U.K.	2,123,072	03/26/99	MISC. DESIGN (FX & FOX)

EXHIBIT A

FOREIGN PENDING TRADEMARK AND SERVICE MARK APPLICATIONS

State or Country	Application Serial No.	Application Filing Date	Trademark or Service Mark
Australia	737470	06/23/97	MISC. DESIGN (FX & FOX)
Brazil	820642924	03/27/98	MISC. DESIGN (FX & FOX)
Canada	856320	09/17/97	FOX CANADA
Canada	1010264	03/29/99	MISC. DESIGN (FOX HEAD)
France	99 811 913	09/13/99	MISC. DESIGN (FOX HEAD)
France	99 811 914	09/13/99	MISC. DESIGN (FX & FOX)
Italy	RM97C001415	03/21/97	MISC. DESIGN (FOX HEAD)
Italy	RM97C001414	03/21/97	MISC. DESIGN (FX & FOX)
South Africa	97/13134	08/28/97	MISC. DESIGN (FX & FOX)
Spain	2255431	09/03/99	MISC. DESIGN (FOX HEAD)
Spain	2255432	09/03/99	MISC. DESIGN (FOX HEAD)
Spain	2255426	09/03/99	MISC. DESIGN (FOX HEAD)
Spain	2255427	09/03/99	MISC. DESIGN (FX & FOX)
Spain	2255428	09/03/99	MISC. DESIGN (FX & FOX)
Spain	2255429	09/03/99	MISC. DESIGN (FX & FOX)
Spain	2255430	09/03/99	MISC. DESIGN (FX & FOX)

EXHIBIT A

TRADEMARKS AND SERVICE MARKS

State or Country	Registration No.	Registration Date	Trademark or Service Mark
U.S.A.	2234764	03/23/99	MISC. DESIGN (FOX HEAD)
U.S.A.	2194132	10/06/98	MISC. DESIGN (FOX HEAD)
U.S.A.	2192661	09/29/98	MISC. DESIGN (FOX HEAD)
U.S.A.	2188305	09/08/98	MISC. DESIGN (FOX HEAD)
U.S.A.	1318236	02/05/85	MISC. DESIGN (FX & FOX)
U.S.A.	2232648	03/16/99	MISC. DESIGN (FX & FOX)
U.S.A.	2189804	09/15/98	MISC. DESIGN (FX & FOX)
U.S.A.	2192660	09/29/98	MISC. DESIGN (FX & FOX)
U.S.A.	2181243	08/11/98	MISC. DESIGN (FX & FOX)
U.S.A.	1568070	11/28/89	MISCELLANEOUS DESIGN

EXHIBIT A

PENDING TRADEMARK AND SERVICE MARK APPLICATIONS

State or Country	Application Serial No.	Application Filing Date	Trademark or Service Mark
U.S.A.	75/494831	06/02/98	1-888-SHIFT IT
U.S.A.	75/494385	06/02/98	1-888-SHIFT IT
U.S.A.	75/494375	06/92/98	1-888-SHIFT IT
U.S.A.	75/494830	06/02/98	1-888-SHIFT IT
U.S.A.	75/410712	12/24/97	MISC. DESIGN (TWO BAR DESIGN)
U.S.A.	75/410168	12/23/97	MISC. DESIGN (TWO BAR DESIGN)
U.S.A.	75/410332	12/23/97	MISC. DESIGN (TWO BAR DESIGN)
U.S.A.	75/410141	12/23/97	MISC. DESIGN (TWO BAR DESIGN)
U.S.A.	75/486008	05/15/98	PILOT
U.S.A.	75/721770	06/04/99	SHIFT
U.S.A.	75/721771	06/04/99	SHIFT
U.S.A.	75/721263	06/04/99	SHIFT