

11-15-2000



101519695

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MPD
10-10-00

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

Submission Type

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

Conveyance Type

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

Effective Date
Month Day Year
10-2-2000

Conveying Party

- Mark if additional names of conveying parties attached
- Name Execution Date Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

- Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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

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

TRADEMARK
REEL: 002174 FRAME: 0208

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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)

Number of Properties Enter the total number of properties involved.

#

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

\$

Method of Payment: Enclosed 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.

Elizabeth J. Burns
Name of Person Signing

Elizabeth Burns
Signature

October 4, 2000
Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

SCHEDULE 1
TO
TRADEMARK AND SECURITY AGREEMENT

TRADEMARKS

UNITED STATES TRADEMARKS

Mark	Owner	First Use	Application Date	Symbol	Status	Class	Renewal
Stylized A and Flag Design Serial: 75/626,800	Action Performance Companies, Inc.	February 1998	October 20, 1998	TM	Awaiting Federal Registration	Wearing Apparel- Class No. 25	W/in 6 months of 10 year expiration date
Stylized Action and Flag Design Serial: 75/626,823	Action Performance Companies, Inc.	August 1997	October 20, 1998	TM	Awaiting Federal Registration	Wearing Apparel- Class No. 25	W/in 6 months of 10 year expiration date
Stylized Action and Flag Design Reg No: 2,349,860	Action Performance Companies, Inc.	February 1998	March 15, 1999	®	Federal Registration May 16, 2000	Replica Miniature Vehicles Class No. 28	Between December 17, 2010 and May 16, 2010
Action (Bar Logo) Reg No: 2,197,251	Action Performance Companies, Inc.	August 1993	March 12, 1997	®	Federal Registration October 20, 1998	Replica Miniature Vehicles Class No. 28	Between April 21, 2008 and October 20, 2008
Action Racing Collectables Platinum Series Reg No: 2,194,882	Action Performance Companies, Inc.	December 1994	February 11, 1997	®	Federal Registration October 13, 1998	Replica Miniature Vehicles Class No. 28	Between April 14, 2008 and October 13, 2008
AP and Design Serial: 76/026,604	Action Performance Companies, Inc.	January 1999	April 14, 1999	TM	Awaiting Federal Registration	Replica Miniature Vehicles Class No. 28	W/in 6 months of 10 year expiration date
AP Reg. No: 2,374,784	Action Performance Companies, Inc.	January 1, 1999	April 2, 1999	®	Federal Registration August 8, 2000	Replica Miniature Vehicles Class No. 28	W/in 6 months of 10 year expiration date
RCCA SelectNet Reg No. 2,374,787	Action Performance Companies, Inc.	January 1999	March 1999	®	Federal Registration August 8, 2000	Replica Miniature Vehicles Class No. 28	W/in 6 months of 10 year expiration date
Action Racing Collectables Extreme Series Serial: 75/366,220	Action Performance Companies, Inc.	June 1994	October 1, 1997	TM	Abandoned	Replica Miniature Vehicles Class No. 28	N/A
Action Racing Collectable Figural Knives Serial: 75-406,005	Action Performance Companies, Inc.	1997	December 16, 1997	TM	Federal Registration Pending	Class Number 8	W/in 6 months of 10 year expiration date
Brookfield Collectors Guild	Action Performance Companies, Inc.	1979	None	TM	No Registration Filed	N/A	N/A
Action Pedal Car Collectible	Action Performance Companies, Inc.	March 1999	None	TM	No Registration Filed	N/A	N/A
Motorsport Traditions Serial: 74/706,943	Motorsport Traditions (Action Performance Companies, Inc.)	September 25, 1995	July 27, 1995	®	Federal Registration February 4, 1997	Wearing Apparel- Class	W/in 6 months of 10 year expiration date

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 2, 2000, by ACTION PERFORMANCE COMPANIES, INC., an Arizona corporation ("Grantor"), in favor of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a national banking association, in its capacity as Agent for Lenders.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of September 29, 2000 by and among Grantor, the Persons named therein as Borrowers, the Persons named therein as Obligors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan and Security Agreement"), Lenders have agreed to make the Loans and to issue Letters of Credit for the benefit of Borrowers and guaranteed by Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to issue Letters of Credit as provided for in the Loan and Security Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan and Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its trademarks, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each trademark; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i)

infringement or dilution of any trademark or (ii) injury to the goodwill associated with any trademark.

3. LOAN AND SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan and Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACTION PERFORMANCE COMPANIES, INC.

By: _____
Name: _____
Title: _____


ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By:  _____
Name: DAVID C. WEISLOGEL
Title: FIRST VICE PRESIDENT

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ACTION PERFORMANCE COMPANIES, INC.

By: 
Name: R. David Martin
Title: Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO

By: _____
Name: _____
Title: _____