

FORM PTO-1618A
Expires 05/30/99
OMB 0651-0027

01-24-2001

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



101573473

**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

- 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
10/25/2000

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
10/25/2000

Name Deutsche Financial Services Corporation

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name Bankers Trust Company

DBA/AKA/TA _____

Composed of _____

Address (line 1) 130 Liberty Street

Address (line 2) _____

Address (line 3) New York NY 10006
City State/Country Zip Code

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

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.)

11/08/2000 GTON11 00000147
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FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40-00 OP
BOP-0012P

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

FORM PTO-1618B
E-Printed 08/30/99
OMB 0651-0027

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

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name N/A

Address (line 1) _____

Address (line 2) _____

Address (line 3) _____

Address (line 4) _____

Correspondent Name and Address

Area Code and Telephone Number 213-430-6087

Name Vanessa Butnick

Address (line 1) O'Melveny & Myers LLP

Address (line 2) 400 South Hope Street

Address (line 3) Los Angeles, CA 90072-2899

Address (line 4) _____

Pages

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

14

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)

<u>75/671873</u>	<u>75/503208</u>	<u>75/503297</u>
<u>75/579479</u>	<u>75/503210</u>	<u>75/503299</u>
<u>75/503209</u>	<u>75/503211</u>	<u>75/503289</u>

<u>2,290,163</u>	<u>1,684,481</u>	_____
<u>1,960,737</u>	<u>1,425,602</u>	_____
<u>1,848,505</u>	<u>1,424,696</u>	_____

Number of Properties

Enter the total number of properties involved.

33

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 840

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:

500639

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.

Vanessa Butnick
Name of Person Signing


Signature

10/27/00
Date Signed

RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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Patent and Trademark Office
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FORM PTO-1618C
Expires 06/30/99
OMB D051-0027

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/AKA/TA

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)

Registration Number(s)

75/503292	75/486212	75/486208
75/503293	75/486223	74/225664
75/503294	75/486204	73/724546
75/503295	75/486209	73/385161
75/503298	75/486211	
75/503207	75/486203	
75/503210	76/486205	

AGREEMENT FOR ASSIGNMENT AND SUCCESSOR AGENT

This **AGREEMENT FOR ASSIGNMENT AND SUCCESSOR AGENT** (this "**Agreement**") is entered into as of October 25, 2000 by and between DEUTSCHE FINANCIAL SERVICES CORPORATION ("**Assignor**") and BANKERS TRUST COMPANY ("**Assignee**") and relates to that certain Loan and Security Agreement described in the Schedule of Terms (the "**Schedule of Terms**") attached hereto and hereby made an integral part hereof (said Loan and Security Agreement, dated as of February 11, 2000, as heretofore amended, as amended and restated on the date hereof and as it may be further amended, amended and restated, supplemented or otherwise modified from time to time, being the "**Loan Agreement**," the terms defined therein and not otherwise defined herein being used herein as therein defined).

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Assignment and Assumption.

(a) Subject to the conditions set forth in Section 4, effective upon the Settlement Date specified in Item 4 of the Schedule of Terms (the "**Settlement Date**"), Assignor hereby sells and assigns to Assignee, without recourse, representation or warranty (except as expressly set forth herein), and Assignee hereby purchases and assumes from Assignor, 100% of Assignor's rights and obligations as a Lender arising under the Loan Agreement and the other Loan Documents with respect to Assignor's Commitments and outstanding Loans, if any, which represents, as of the Settlement Date, 100% of all rights and obligations of Lenders arising under the Loan Agreement and the other Loan Documents with respect to the Commitments and any outstanding Loans (the "**Assigned Share**"). Without limiting the generality of the foregoing, the parties hereto hereby expressly acknowledge and agree that any assignment of all or any portion of Assignor's rights and obligations relating to Assignor's Revolving Credit Loan Commitment shall include, in the event there is any outstanding Letter of Credit or Letter of Credit Guaranty, the sale to Assignee of a participation in such outstanding Letter of Credit or Letter of Credit Guaranty as contemplated by subsection 2.6 of the Loan Agreement.

(b) In consideration of the assignment described above, Assignee hereby agrees to pay to Assignor, on the Settlement Date, the principal amount of any outstanding Loans included within the Assigned Share, such payment to be made by wire transfer of immediately available funds in accordance with the applicable payment instructions set forth in Item 5 of the Schedule of Terms.

(c) Assignor hereby represents and warrants that Item 3 of the Schedule of Terms correctly sets forth the amount of the Commitments and the Commitment Percentage corresponding to the Assigned Share.

(d) Assignor and Assignee hereby agree that, upon giving effect to the assignment and assumption described above, (i) Assignee shall be a party to the Loan Agreement and shall have all of the rights and obligations under the Loan Documents, and shall be deemed to have made all of the covenants and agreements contained in the Loan Documents, arising out of or otherwise related to the Assigned Share, and (ii) Assignor shall be absolutely released from any of

AGREEMENT FOR ASSIGNMENTS AND SUCCESSOR AGENT

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such obligations, covenants and agreements assumed or made by Assignee in respect of the Assigned Share. Assignee hereby acknowledges and agrees that the agreement set forth in this Section 1(d) is expressly made for the benefit of Bell Automotive Products, Inc. ("Company") and Assignor and their respective successors and permitted assigns.

(e) Assignor and Assignee hereby acknowledge and confirm their understanding and intent that (i) this Agreement shall effect the assignment by Assignor and the assumption by Assignee of all of Assignor's rights and obligations with respect to the Assigned Share and (ii) from and after the Settlement Date, Agent shall make all payments under the Loan Agreement in respect of the Assigned Share (including all payments of principal and accrued but unpaid interest, commitment fees and Letter of Credit or Letter of Credit Guaranty fees with respect thereto) (A) in the case of any such interest and fees that shall have accrued prior to the Settlement Date, to Assignor, and (B) in all other cases, to Assignee; provided that Assignor and Assignee shall make payments directly to each other to the extent necessary to effect any appropriate adjustments in any amounts distributed to Assignor and/or Assignee by Agent under the Loan Documents in respect of the Assigned Share in the event that, for any reason whatsoever, the payment of consideration contemplated by Section 1(b) occurs on a date other than the Settlement Date. It is understood and agreed that no breakage costs will be payable by Borrowers as a result of the assignments of the Assigned Share effected hereby.

SECTION 2. Appointment of Successor Agent.

(a) Subject to the conditions set forth in Section 4, effective upon the Settlement Date, Assignor hereby (i) resigns as Agent under the Loan Agreement and the other Loan Documents, (ii) assigns to Assignee all of its rights, powers, privileges, duties and obligations as Agent for the Lenders under the Loan Documents (including without limitation all Liens granted by Company in favor of Assignor as Agent for the Lenders), and (iii) is expressly and absolutely released and discharged from all of Assignor's duties and obligations as Agent for the Lenders under the Loan Documents, including, without limitation, all of its duties and obligations as Agent for the Lenders arising under and as set forth in the Loan Agreement and the Security Documents. The parties hereto agree that, after the resignation of Assignor as Agent under the Loan Agreement and the other Loan Documents, the provisions of Section 13 of the Loan Agreement shall inure to Assignor's benefit as to any actions taken or omitted to be taken by it while it was Agent under the Loan Agreement and the other Loan Documents.

(b) Effective upon the Settlement Date (i) Assignee, in its capacity as Lender, hereby appoints Assignee as successor Agent under the Loan Agreement and the other Loan Documents, (ii) Assignee hereby accepts its appointment as successor Agent under the Loan Agreement and the other Loan Documents, (iii) Assignee hereby assumes all of its rights, powers, privileges, duties and obligations as Agent for the Lenders under the Loan Documents (including without limitation all Liens granted by Company in favor of Assignor as Agent for the Lenders), and (iv) Assignee shall succeed to and become vested with all of Assignor's rights, powers and privileges as Agent for the Lenders under the Loan Documents, including, without limitation, all of Assignor's right, title and interest as Agent for the Lenders in, to and under the Loan Agreement and the Security Documents.

(c) Effective upon the Settlement Date, Borrowers' Agent hereby consents, as required under Section 13.9 of the Loan Agreement, to the appointment of Assignee as successor Agent under the Loan Agreement and the other Loan Documents.

(d) Effective upon the Settlement Date, Borrowers' Agent hereby consents, as required under Section 12.1(b) of the Loan Agreement, to the assignment by Assignor to Assignee of all of its interests, rights and obligations under Loan Agreement and the other Loan Documents.

(e) On or prior to the Settlement Date, Assignor shall execute and deliver to Assignee, as successor Agent, assignments of all Mortgages, patent, trademark and copyright filings and UCC-1 financing statements executed by Company or its Subsidiaries in favor of the Assignor, and deliver to Assignee, as successor Agent, all stock certificates, stock powers and promissory notes held by Assignor as secured party under the Stock Pledge Agreement. Thereafter, at the request of Assignee (or its successors and assigns) or Company, Assignor will execute and deliver to Assignee such further documents and instruments as may be necessary or desirable to transfer to Assignee all of Assignor's interests in any Collateral or to evidence the transfer of Assignor's rights as Agent to Assignee (or its successors and assigns) as successor Agent.

SECTION 3. Certain Representations, Warranties and Agreements.

(a) Assignor represents and warrants that it is the legal and beneficial owner of the Assigned Share, free and clear of any adverse claim.

(b) Assignor shall not be responsible to Assignee for the execution, effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of any of the Loan Documents or for any representations, warranties, recitals or statements made therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by Assignor to Assignee or by or on behalf of Company or any of its Subsidiaries to Assignor or Assignee in connection with the Loan Documents and the transactions contemplated thereby or for the financial condition or business affairs of Company or any other Person liable for the payment of any Obligations, nor shall Assignor be required to ascertain or inquire as to the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan Documents or as to the use of the proceeds of the Loans or the use of a Letter of Credit or Letter of Credit Guaranty or as to the existence or possible existence of any Event of Default.

(c) Assignee represents and warrants that it is an Eligible Assignee; that it has experience and expertise in the making of loans such as the Loans; that it has acquired the Assigned Share for its own account in the ordinary course of its business and without a view to distribution of the Loans within the meaning of the Securities Act of 1933, as amended from time to time, or the Securities Exchange Act of 1934, as amended from time to time, or other federal securities laws (it being understood that, subject to the provisions of subsection 12.1 of the Loan Agreement, the disposition of the Assigned Share or any interests therein shall at all times remain within its exclusive control); and that it has received, reviewed and approved a copy of the Loan Agreement (including all Exhibits and Schedules thereto).

AGREEMENT FOR ASSIGNMENTS AND SUCCESSOR AGENT
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(d) Assignee represents and warrants that it has received from Assignor such financial information regarding Company and its Subsidiaries as is available to Assignor and as Assignee has requested, that it has made its own independent investigation of the financial condition and affairs of Company and its Subsidiaries in connection with the assignment evidenced by this Agreement, and that it has made and shall continue to make its own appraisal of the creditworthiness of Company and its Subsidiaries. Assignor shall have no duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of Assignee or to provide Assignee with any other credit or other information with respect thereto, whether coming into its possession before the making of the initial Loans or at any time or times thereafter, and Assignor shall not have any responsibility with respect to the accuracy of or the completeness of any information provided to Assignee.

(e) Each party to this Agreement represents and warrants to the other party hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

(f) Company hereby acknowledges, reaffirms and agrees that any and all indemnity obligations of Company arising pursuant to the Loan Documents (including, without limitation, pursuant to subsection 14.11 of the Loan Agreement and pursuant to the Security Documents) in favor of Deutsche Financial Services Corporation, in its capacities prior to the Settlement Date as Agent and Lender thereunder, and its officers, directors, employees, agents and affiliates (together with Deutsche Financial Services Corporation, the "DFSC Indemnitees"), shall remain in full force and effect for the benefit of the DFSC Indemnitees and shall continue to inure to their benefit without regard to the assignment and assumption and the resignation of agency set forth in this Agreement.

(g) Assignor hereby acknowledges and agrees that, as a condition to the effectiveness of this Agreement, Assignor shall deliver to Assignee any and all unearned fees that it has received in advance in consideration of its prospective duties as Agent.

(h) Assignor hereby represents and warrants to Assignee that to the best knowledge of Jeff Guldner, Steve Metts, and Janet Riccard (i) Assignor has conducted itself at all times in accordance with the requirements of the Loan Documents applicable to Assignor in its capacity as Agent under the Loan Documents and (ii) no claims have been asserted by Company against Assignor in its capacity as Agent, arising out of or relating to the Loan Agreement or the other Loan Documents. Assignor hereby agrees to indemnify Assignee from any and all liabilities, losses, damages, actions, costs or expenses which may be incurred by or asserted against Assignee which arise out of or relate to actions taken or omitted by Assignor in its capacity as Agent, arising out of or relating to the Loan Agreement or the other Loan Documents. Assignee hereby agrees to indemnify Assignor from any and all liabilities, losses, damages, actions, costs or expenses which may be incurred by or asserted against Assignor which arise out

AGREEMENT FOR ASSIGNMENTS AND SUCCESSOR AGENT
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of or relate to actions taken or omitted by Assignee in its capacity as Agent, arising out of or relating to the Loan Agreement or the other Loan Documents.

SECTION 4. Conditions to Effectiveness.

(a) This Agreement shall become effective upon the date (the "Effective Date") upon which all of the following conditions are satisfied: (i) the execution of a counterpart hereof by each of Assignor, Assignee, and Company, (ii) the receipt by Assignee, as Agent, of originals or telefacsimiles of the counterparts described above and authorization of delivery thereof, (iii) the recordation by Assignee, as Agent, in the Register of the pertinent information regarding the assignment effected hereby in accordance with subsection 12.1(d) of the Loan Agreement, (iv) payment by Assignor to Assignee of the ratable portion of the administrative agent's fee paid on or about February 11, 2000 representing the ratable portion of the period covered by such fee that commences on the Settlement Date, (v) execution and delivery by Assignor of the assignments and items of Collateral required to be delivered on or before the Settlement Date pursuant to Section 2(e) hereof and (vi) Company shall have tendered to Assignee for acceptance, execution and delivery to Assignee, as owner of 100% of all rights, duties and obligations of Lenders under the Loan Agreement and as successor Agent, a counterpart of the Amended and Restated Loan Agreement.

SECTION 5. Miscellaneous.

(a) Each of the parties hereto hereby agrees from time to time, upon request of the other such party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile, United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex, or three Business Days after depositing the same in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the notice address of each of Assignor and Assignee shall be as set forth on the Schedule of Terms or, as to either such party, such other address as shall be designated by such party in a written notice delivered to the other such party. In addition, the notice address of Assignee set forth on the Schedule of Terms shall serve as the initial notice address of Assignee for purposes of subsection 14.1 of the Loan Agreement. For the purposes hereof, the notice address of Company shall be as set forth in subsection 14.1 of the Loan Agreement.

(d) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(e) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK BUT OTHERWISE WITHOUT REGARD TO THE CONFLICTS OF LAWS PRINCIPLES) OF THE STATE OF NEW YORK.

(f) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(g) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

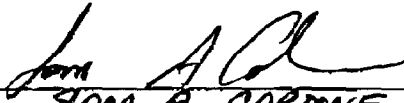
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the Effective Date.

**DEUTSCHE FINANCIAL SERVICES CORPORATION,
as Assignor and Agent**

By: Stephen D Metts
Name: Stephen D metts
Title: Vice President

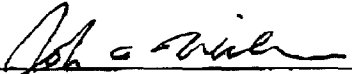
**BANKERS TRUST COMPANY,
as Assignee and Successor Agent**

By:


Name: SAM A. CARDINE
Title: DIRECTOR

ACKNOWLEDGED AND AGREED TO:

**BELL AUTOMOTIVE PRODUCTS, INC.,
as Parent Borrower and Borrowers' Agent**

By: 
Name: John A. Williams
Title: CEO

SCHEDULE OF TERMS

1. **Borrower:** Bell Automotive Products, Inc.

2. **Name and Date of Loan Agreement:** Loan Agreement dated as of February 11, 2000, as amended by a First Amendment dated as of April __, 2000, by and among Bell Automotive Products, Inc., as Parent Borrower, the financial institutions acting from time to time as Lenders, and Deutsche Financial Services Corporation, as Agent.

3. **Amounts:**

(a)	Aggregate Commitments of all Lenders:	\$11,500,000
(b)	Assigned Share/Commitment Percentage:	100%
(c)	Amount of Assigned Share of Commitments:	\$11,500,000
(d)	Amount of outstanding Revolving Credit Loans:	\$0
(e)	Amount of outstanding Term Loans:	\$6,500,000
(f)	Outstanding Letter of Credit Guaranties:	None

4. **Settlement Date:** October 25, 2000

5. **Payment Instructions:**

ASSIGNOR:
Deutsche Financial Services Corporation

SunTrust Bank
Atlanta, GA USA

ABA/Routing Number: 061000104
Beneficiary: Deutsche Financial
Account Number: 8801873384
Operations Contact: Sabita Bose

ASSIGNEE:
Bankers Trust Company

Commercial Loan Division

ABA/Routing Number: 021001033
Account Number: 99401268
Re: Bell Automotive

6. Notice Addresses:

ASSIGNOR:
Deutsche Financial Services Corporation
3225 Cumberland Blvd.
Suite 700
Atlanta, GA
Attention: Stephen Metts

ASSIGNEE:
Bankers Trust Company
One Bankers Trust Plaza
130 Liberty Street
New York, NY 10006
Attention: Ira Lubinsky

with a courtesy copy to:

Deutsche Financial Services Corporation
655 Maryville Centre Drive
St. Louis, MO 63141
Attention: General Counsel

AGREEMENT FOR ASSIGNMENTS AND SUCCESSOR AGENT
A-2

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RECORDED: 10/27/2000

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