

FORM PTO-1594 RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-93)

Patent and Trademark

03-29-2001

OMB No. 0651-0011 (exp. 4/94)



TRADEMARKS ONLY

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03-14-2001

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U.S. Patent & TMO/TM Mail Rpt Dt. #57

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original docur

1. Name of conveying party(ies): 3-14-01
IMCOA Licensing America, Inc.
200 East Tenth Street
Gilroy, California 95020

Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State **Delaware**
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **GE CAPITAL CORPORATION**
Internal Address: _____
Street Address: **10 South LaSalle,**
Suite 2800
City: **Chicago** State: **Illinois** ZIP: **60601**

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **New York**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached:

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **March 20, 2000**

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
74/153,568
See Exhibit A to the attached Security Agreement
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
See Exhibit A to the attached Security Agreement

5. Name and address of party to whom correspondence concerning document should be mailed:
Mr. Michael Wright
Name: **Buchalter, Nemer, Fields & Younger**
Internal Address: _____
Street Address: **601 South Figueroa Street, 24th Floor**
City: **Los Angeles** State: **California** ZIP: **90017**

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41) \$ 665⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: 20-0052
(Attach duplicate copy of this page if paying by deposit account)

03/29/2001 AAHMED1 0000013 200052 74153568
USE THIS SPACE

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.

Mr. Michael Wright
Christine E. Wilson 2000
Name of Person Signing Signature

March 13, 2001,
Date

Total number of pages including cover sheet, attachments, and document: _____

Schedule A

Intellectual Property

Trademark	Registered	Pending
INDIAN		Serial No. 74-153,568 Date Filed: 4-3-91
INDIAN		Serial No. 74-296,909 Date Filed: 7-23-92
INDIAN		Serial No. 74-296,910 Date Filed: 7-23-92
INDIAN		Serial No. 74-307,804 Date Filed: 8-24-92
INDIAN		Serial No. 74-498,031 Date Filed: 3-7-94
INDIAN (script font)	Reg. No. 921,459 Reg. Date: 10-5-71	
INDIAN (script font)		Serial No. 74-063,475 Date Filed: 5-29-90
INDIAN (script font)		Serial No. 74-249,303 Date Filed: 2-25-92
INDIAN (script font)		Serial No. 74-249,305 Date Filed: 2-25-92
INDIAN (script font)		Serial No. 74-485,062 Date Filed: 2-1-94
INDIAN (script font)		Serial No. 74-485,160 Date Filed: 2-1-94
INDIAN (script font)		Serial No. 75-145,807 Date Filed: 8-6-96
MOTORCYCLE TRADE DRESS	Reg. No. 1,827,074 Reg. Date: 3-15-94	
Design mark of Indian chief facing left with INDIAN (script font)		Serial No. 75-138,684 Date Filed: 7-23-96

Schedule A

Intellectual Property

Design mark of Indian chief facing left with INDIAN (script font)		Serial No. 75-138,682 Date Filed: 7-23-96
Design mark of Indian chief facing right (feather chief)		Serial No. 74-491,841 Date Filed: 2-18-94
Design mark of Indian chief facing right with INDIAN (script font)		Serial No. 74-546,202 Date Filed: 7-6-94
Design mark of Indian chief facing right with INDIAN (script font)		Serial No. 75-052,764 Date Filed: 2-2-96
Design mark of Indian chief facing left with INDIAN (script font) below		Serial No. 75-138,683 Date Filed: 7-23-96
Design mark of arrow head with INDIAN (script)		Serial No. 75-259,617 Date Filed: 3-27-92
CENTURY INDIAN OF NORTH AMERICA		Serial No. 74-498,149 Date Filed: 3-8-94
Design mark of two indian chiefs facing with INDIAN TABAC CO.		Serial No. 74-397,285 Date Filed: 6-3-93
Design mark with INDIAN TABAC CIGAR CO.		Serial No. 75-128,241 Date Filed: 7-1-96
Design mark of arrow head with IMMI	Reg. No. 1,953,518 Reg. Date: 1-30-96	
IMMI	Reg. No. 1,967,843 Reg. Date: 4-16-96	
INDIAN BRAND	Reg. No. 652,777 Reg. Date: 1-9-57	

Intellectual Property Security Agreement

Grantor: IMCOA LICENSING AMERICA, INC.,
a Delaware corporation

Address: 200 East Tenth Street
Gilroy, CA 95020

Date: March 20, 2000

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT ("Agreement") is entered into on the above date between GE CAPITAL CORPORATION ("Lender"), with an address at 10 South LaSalle, Suite 2800, Chicago, IL 60603, and the grantor named above ("Grantor"), whose chief executive office is located at the above address with respect to the following:

A. Indian Motorcycle Corporation ("Borrower") and Lender are, contemporaneously herewith, entering into that certain Loan and Security Agreement ("Loan Agreement") and other instruments, documents and agreements contemplated thereby or related thereto (collectively, together with the Loan Agreement and the Guaranty, the "Loan Documents");

B. Grantor has guaranteed, pursuant to that certain Guaranty (the "Guaranty"), the Obligations of Borrower to Lender under the Loan Documents, effective upon the occurrence of an Event of Default under the Loan Agreement; and

B. Grantor is the owner of certain intellectual property, identified below, in which Grantor is granting a security interest to Lender effective upon the occurrence of an Event of Default under the Loan Agreement.

NOW THEREFORE, in consideration of the mutual promises, covenants, conditions, representations, and warranties hereinafter set forth and for other good and valuable consideration, the parties hereto mutually agree as follows:

1. DEFINITIONS AND CONSTRUCTION.

1.1 Definitions. The following terms, as used in this Agreement, have the following meanings:

"Code" means the California Uniform Commercial Code, as amended and supplemented from time to time, and any successor statute.

"Collateral" means:

(i) Each of the trademarks and rights and interest which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and other source or business identifiers, and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Grantor, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(ii) All of Grantor's right to the trademarks and trademark registrations listed on Schedule A, attached hereto, as the same may be updated hereafter from time to

time;

(iii) All of Grantor's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Grantor or in the name of Lender for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(iv) All general intangibles relating to the foregoing; and

(v) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

"Obligations" means all obligations, liabilities, and indebtedness of Grantor to Lender, whether direct, indirect, liquidated, or contingent, and arising under the Guaranty or this Agreement.

1.2 Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term "including" is not limiting. The words "hereof," "herein," "hereby," "hereunder," and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Any initially capitalized terms used but not defined herein shall have the meaning set forth in the Loan Agreement. Any reference herein to any of the Loan Documents includes any and all alterations, amendments, extensions, modifications, renewals, or supplements thereto or thereof, as applicable. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lender or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Grantor, Lender, and their respective counsel, and shall be construed and interpreted according to the

ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Lender and Grantor.

2. GRANT OF SECURITY INTEREST.

2.1 Grant of Security Interest.

Grantor hereby grants to Lender a first-priority security interest in all of Grantor's right, title, and interest in and to the Collateral to secure the Obligations, which grant shall be effective upon the occurrence of an Event of Default under the Loan Agreement without further action by Lender or Grantor.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

Grantor hereby represents, warrants, and covenants that:

3.1 Collateral. A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Grantor or licensed to Grantor, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

3.2 Validity; Enforceability. Each of the trademarks is valid and enforceable, and Grantor is not presently aware of any past, present, or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

3.3 Title. Grantor is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the trademarks and trademark registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Grantor not to sue third persons;

3.4 Notice. Grantor has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

3.5 Quality. Grantor has used and will continue to use consistent standards of high quality (which may be consistent with Grantor's past practices) in the manufacture, design, sale, and lease of products and the delivery of services under or in connection with the

trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

3.6 Perfection of Security Interest. Except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Grantor of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Grantor or for the perfection of or the exercise by Lender of its rights hereunder to the Collateral in the United States. Such filings may be effected by Lender upon the occurrence of an Event of Default under the Loan Agreement.

4. AFTER-ACQUIRED TRADEMARK RIGHTS.

4.1 After-Acquired Trademark Rights. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Lender with respect to any such new trademarks. Grantor shall bear any expenses incurred in connection with future trademark registrations.

5. LITIGATION AND PROCEEDINGS.

5.1 Litigation and Proceedings. Grantor shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral. Grantor shall provide to Lender any information with respect thereto requested by Lender. Lender shall provide at Grantor's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Following Grantor's becoming aware thereof, Grantor shall notify Lender of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Grantor's claim of ownership in any of the trademarks, its right to

apply for the same, or its right to keep and maintain such trademark rights.

6. POWER OF ATTORNEY.

6.1 Power of Attorney. Grantor grants Lender power of attorney, having the full authority, and in the place of Grantor and in the name of Grantor, from time to time following an Event of Default in Lender's discretion, to take any action and to execute any instrument which Lender may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, as may be subject to the provisions of this Agreement: to endorse Grantor's name on all applications, documents, papers, and instruments necessary for Lender to use or maintain the Collateral; to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral; to file any claims or take any action or institute any proceedings that Lender may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Lender's rights with respect to any of the Collateral and to assign, pledge, convey, or otherwise transfer title in or dispose of the Collateral to any person.

7. RIGHT TO INSPECT.

7.1 Right to Inspect. Grantor grants to Lender and its employees and agents the right to visit Grantor's plants and facilities which manufacture, inspect, or store products sold or leased under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

8. EVENTS OF DEFAULT.

Any of the following events shall be an Event of Default:

8.1 Loan Agreement. An Event of Default shall occur as defined in the Loan Agreement;

8.2 Misrepresentation. Any representation or warranty made herein by Grantor or in any document furnished to Lender by Grantor under this Agreement is incorrect in any material respect when made or when reaffirmed; and

8.3 Breach. Grantor fails to observe or perform any covenant, condition, or

agreement to be observed or performed pursuant to the terms hereof or of the Guaranty which materially and adversely affects Lender.

9. SPECIFIC REMEDIES.

Upon the occurrence of any Event of Default, the security interest granted to Lender hereunder shall become effective, Lender may make all such filings with respect thereto to perfect such security interest, and Lender shall have, in addition to, other rights given by law or in this Agreement, the Loan Agreement, or in any other Loan Document, all of the rights and remedies with respect to the Collateral of a secured party under the Code, including the following:

9.1 Notification. Lender may notify licensees to make royalty payments on license agreements directly to Lender;

9.2 Sale. Lender may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Lender deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Grantor ten (10) days prior to such disposition. Grantor shall be credited with the net proceeds of such sale only when they are actually received by Lender, and Grantor shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Lender shall also give notice of the time and place by publishing a notice one time at least ten (10) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held. To the maximum extent permitted by applicable law, Lender may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Lender at such sale.

10. CHOICE OF LAW AND VENUE; JURY TRIAL WAIVER.

10.1 CHOICE OF LAW AND VENUE. THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND

ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA APPLICABLE TO CONTRACTS MADE AND PERFORMED IN SUCH STATE, WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAWS, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA..

10.2 SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL. GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE OR FEDERAL COURTS LOCATED IN CALIFORNIA SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR AND LENDER PERTAINING TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS; PROVIDED, THAT LENDER AND GRANTOR ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF CALIFORNIA; AND FURTHER PROVIDED, THAT NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE LENDER FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION TO COLLECT THE OBLIGATIONS, TO REALIZE ON THE COLLATERAL OR ANY OTHER SECURITY FOR THE OBLIGATIONS, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF LENDER. GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREE THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH HEREIN AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF GRANTOR'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILS, PROPER

POSTAGE PREPAID. THE PARTIES DESIRE THAT THEIR DISPUTES BE RESOLVED BY A JUDGE APPLYING SUCH APPLICABLE LAWS. THEREFORE, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM AND OF ARBITRATION, THE PARTIES HERETO WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE, WHETHER ARISING IN CONTRACT, TORT, OR OTHERWISE BETWEEN LENDER AND GRANTOR ARISING OUT OF, CONNECTED WITH, RELATED OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THE LOAN DOCUMENTS OR THE TRANSACTIONS RELATED THERETO

11. GENERAL PROVISIONS.

11.1 Effectiveness. This Agreement shall be binding and deemed effective when executed by Grantor and Lender.

11.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the respective successors and assigns of each of the parties; provided, however, that Grantor may not assign this Agreement or any rights or duties hereunder without Lender's prior written consent and any prohibited assignment shall be absolutely void. Lender may assign this Agreement and its rights and duties hereunder and no consent or approval by Grantor is required in connection with any such assignment.

11.3 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

11.4 Interpretation. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Lender or Grantor, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties hereto.

11.5 Severability of Provisions. Each provision of this Agreement shall be

severable from every other provision of this Agreement for the purpose of determining the legal enforceability of any specific provision.

11.6 Amendments in Writing. This Agreement can only be amended by a writing signed by both Lender and Grantor.

11.7 Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

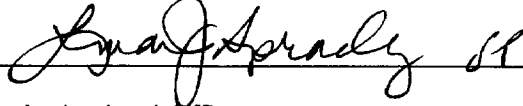
11.8 Notices. Except as otherwise provided herein, all notices, demands, and requests that either party is required or elects to give to the other shall be in writing and shall be governed by the provisions of the Loan Agreement.

11.9 Integration. This Agreement, together with the other Loan Documents, reflect the entire understanding of the parties with respect to the transactions contemplated hereby and shall not be contradicted or qualified by any other agreement, oral or written, before the date hereof.

IN WITNESS WHEREOF, the parties
have executed this Agreement on the date first
written above.

LENDER:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: 

Title: Authorized Officer

GRANTOR:

IMCOA LICENSING AMERICA, INC.,
a Delaware corporation

By: 

Title: