

08-27-2001

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



101823626
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents (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
Effective Date
Month Day Year
02 15 2001
☐ Change of Name
☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Effective

Name

Month Day Year
02 15 2001

Formerly

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

Receiving Party

☐ Mark if additional names of conveying 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 Assignment).

08/27/2001 DRYME 00000031 76099704

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
1000.00 OP

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

Domestic Representatives 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

☒ 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)

<input type="text" value="76/099,704"/>	<input type="text" value="75/544,714"/>	<input type="text" value="75/545,636"/>	<input type="text" value="2383816"/>	<input type="text" value="1625607"/>	<input type="text" value="2227497"/>
<input type="text" value="75/550,357"/>	<input type="text" value="75/550,539"/>	<input type="text" value="76/104,928"/>	<input type="text" value="2353289"/>	<input type="text" value="1139816"/>	<input type="text" value="1252102"/>
<input type="text" value="75/562,720"/>	<input type="text" value="75/562,276"/>	<input type="text" value="75/562,433"/>	<input type="text" value="2298025"/>	<input type="text" value="2309160"/>	<input type="text" value="2356785"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method

Enclosed ☒

Deposit Account ☐

Deposit

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional

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.

Douglas M. Eveleigh

Name of Person Signing

Signature

August 20, 2001

Date Signed

Continuation of Trademark Numbers

2287947	2077966
2309059	2312842
2002788	1743021
2002789	2205277
2334956	75/562719
2316053	76/090847
2160676	76/099703
2287946	75/333969
2302855	75/581960
2339135	75/581984
2264727	75/588579
2076220	

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of, February 15, 2001, between TUCKER-ROCKY CORPORATION, INC. (the "Grantor") and BANK OF AMERICA, N.A., as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lenders (as defined below);

W I T N E S S E T H :

WHEREAS, pursuant to an Amended and Restated Credit Agreement, dated as of February 15, 2001 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among the Company and certain subsidiaries of the Company, including the Grantor (collectively, the "Borrowers"), the various commercial lending institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto and the Agent, the Lenders have extended Commitments to make Loans to the Borrowers;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the initial Loans under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations;

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

WHEREAS, it is in the best interests of the Grantor to execute this Agreement inasmuch as the Grantor will derive substantial direct and indirect benefits from the Loans made from time to time to the Borrowers by the Lenders pursuant to the Credit Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans (including the initial Loans) to the Borrowers pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Grantor does hereby mortgage, pledge and hypothecate to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each Lender, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b); and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each Lender under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the collateralization of all Letters of Credit in a manner satisfactory to the Agent, the payment in full of all Obligations (other than indemnification Obligations as to which no claim has been asserted) and the termination of all Commitments, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent 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 (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TUCKER-ROCKY CORPORATION, INC.

By: _____

Title: PRESIDENT

Address: 54 MONUMENT CIRCLE
INDIANAPOLIS IN 46204

Attention: _____

Telex: _____

Telecopier: _____

BANK OF AMERICA, N.A., as Agent

By: _____

Title: _____

Address: _____

Attention: _____

Telex: _____

Telecopier: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

TUCKER-ROCKY CORPORATION, INC.

By: _____

Title: _____

Address: _____

Attention: _____

Telex: _____

Telecopier: _____

BANK OF AMERICA, N.A., as Agent

By: Monik Gil

Title: Assistant Vice President

Address: 231 S. La Salle St., 16th floor
Chicago, IL 60697


Attention: Account Executive for LDI, Ltd.







Telex: _____





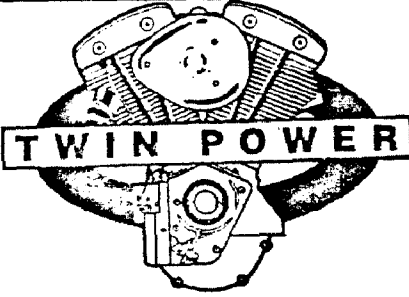

Telecopier: 312 - 474 - 8760

TRADEMARK
REEL: 002355 FRAME: 0425

Tucker-Rocky Corporation, Inc.

COUNTRY	MARK	REG. NO./SERIAL NO.	LICENSEE
United States	ASX	2,383,816	Ed Tucker
United States	BIKEMASTER	1,625,607	Ed Tucker
United States		2,227,497	Ed Tucker
United States	COLD PRO	2,353,289	Ed Tucker
United States		1,139,816	Ed Tucker
United States	HI-POINT	1,252,102	Ed Tucker
United States	HYDRO-CELL	2,298,025	Ed Tucker
United States	IMPACT	2,309,160	Ed Tucker
United States	LITE-NING	2,356,785	Ed Tucker
United States	LITE-NING PRO	2,287,947	Ed Tucker
United States	MOTO-SOXX	2,309,059	Ed Tucker
United States	MS RACING	2,002,788	Ed Tucker
United States	MSR	2,002,789	Ed Tucker
United States		2,334,956	Ed Tucker
United States	MUD PRO	2,316,053	Ed Tucker
United States		2,160,676	Ed Tucker
United States	Pro Pivot	2,287,946	Ed Tucker

COUNTRY	MARK	REG. NO./SERIAL NO.	LICENSEE
United States		2,302,855	Ed Tucker
United States	RIVER ROAD	2,339,135	Ed Tucker
United States	SLIK	2,264,727	Ed Tucker
United States	Snowmaster	2,076,220	Ed Tucker
United States		2,077,966	Ed Tucker
United States		2,312,842	Ed Tucker
United States	TR Racing	1,743,021	Ed Tucker
United States		2,205,277	Ed Tucker
United States		76/099,704	Ed Tucker
United States	BIKER'S CHOICE	75/544,714	Ed Tucker
United States	BIKER'S CHOICE	75/545,636	Ed Tucker
United States		75/550,357	Ed Tucker

COUNTRY	MARK	REG. NO./SERIAL NO.	LICENSEE
United States		75/550,539	Ed Tucker
United States		76/104,928	Ed Tucker
United States	DOMINATOR GRIPS	75/562720	Ed Tucker
United States	ENDURO PRO	75/562276	Ed Tucker
United States	RAGE	75/562433	Ed Tucker
United States	SYSTEM 6	75/562719	Ed Tucker
United States		76/090,847	Ed Tucker
United States		76/099,703	Ed Tucker
United States		75/333,969	Ed Tucker
United States	UNDERROOST D'FLECTOR	75/581960	Ed Tucker
United States	WORLD TOUR	75/581984	Ed Tucker
United States		75/588579	Ed Tucker
European Community	System 6	001,124,635	Ed Tucker
European Community	River Road	975,805	Ed Tucker
Canada	System 6	1,010,963	Ed Tucker
Japan	Rage	4,376,043	Ed Tucker
Japan	System 6	4,376,042	Ed Tucker

COUNTRY	MARK	REG. NO./SERIAL NO.	LICENSEE
European Community	Biker's Choice	1,039,205	Ed Tucker
European Community	Biker's Choice	1,039,247	Ed Tucker

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