

06-20-2002

OVER SHEET
ONLY

U.S. DEPARTMENT OF
Patent and Trademark

Lab settings



To the Honorable Commission

102128728

and the attached original documents or copy thereof.

1. Name of conveying party(ies):
PROGRESSIVE SUSPENSION, INC.

2. Name and address of receiving party(ies)

Name: Antares Capital Corporation, as Agent

Internal Address: _____

Street Address: 311 South Wacker Drive, Ste 6400

City: Chicago State: IL Zip: 60606

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State CA
☐ Other _____

☐ Individual(s) citizenship _____

☐ Association _____

☐ General Partnership _____

☐ Limited Partnership _____

☒ Corporation State IL

☐ Other _____

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

If assignee is not domiciled in the United States, a designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

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

Execution Date: June 12, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s)
76/348,990 76/347,780 76/361,617 76,374,557

B. Trademark Registration
2,372,257 2,095,831

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

RETURN TO:
FEDERAL RESEARCH CORP
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004

6. Total number of applications and registrations 6

7. Total fee (37 CFR) \$ 165.00

☒ Enclosed

☐ Authorized to be charged to deposit

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

06/21/2002 6TON11 00000031 76348990

01 FC:481
02 FC:482

40.00 OP
125.00 OP

DO NOT USE THIS SPACE

9. 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 of the original document.

Rebecca L. Foley

Name of Person

Rebecca L. Foley
Signature

6/18/02

Date

Total number of pages including cover sheet, attachments, and 6

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

TRADEMARK SECURITY AGREEMENT

WHEREAS, Progressive Suspension, Inc., a California corporation (“Grantor”), owns the Trademarks, Trademark registrations, and Trademark applications listed on **Schedule 1** annexed hereto, and is a party to the Trademark licenses listed on **Schedule 1** annexed hereto; and

WHEREAS, Grantor has entered into a Credit Agreement dated as of June 12, 2002 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Credit Agreement”), among Motorsport Aftermarket Group, Inc., a Delaware corporation (“MAG”), White Brothers Performance Products, Inc., a California corporation (“WBPP”), J&P Cycles, Inc., an Iowa corporation (“J&P”), Kuryakyn Holdings, Inc., a Wisconsin corporation (“Kuryakyn”), and V&H Performance, Inc., a California corporation (“V&H”; Grantor, MAG, WBPP, J&P, Kuryakyn and V&H are referred to herein each individually as a “Borrower” and collectively as the “Borrowers”), MAG, in its capacity as borrowing agent and funds administrator (in such capacity, the “Funds Administrator”), Antares Capital Corporation, as agent (“Agent”) for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement (collectively, the “Lenders”), and as a Lender, providing for extensions of credit and other financial accommodations to be made to the Borrowers by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the “Security Agreement”), among the Borrowers and Agent (in such capacity, “Grantee”), Grantor has granted to Grantee, for the benefit of Agent and Lenders, a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications (other than Trademark applications based on an “intent-to-use” the marks) and Trademark licenses, together with the goodwill of the business symbolized by Grantor’s Trademarks, and all proceeds thereof, to secure the payment of the “Liabilities” (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application (other than Trademark applications based on an “intent-to-use” the marks), including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application (other than Trademark applications based on an “intent-to-use” the marks);

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

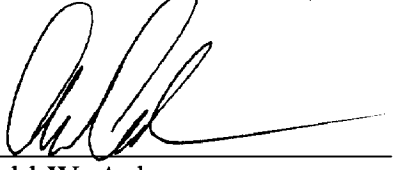
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[remainder of page intentionally left blank;
signature page follows]

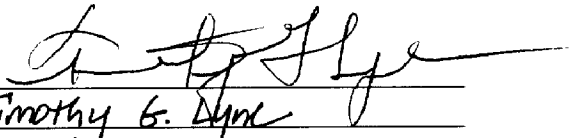
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 12th day of June, 2002.

PROGRESSIVE SUSPENSION, INC., as
Grantor

By: 
Name: Arnold W. Ackerman
Title: Chairman

Acknowledged of Grantee:

ANTARES CAPITAL CORPORATION,
a Delaware corporation, as Agent

By: 
Name: Timothy G. Dine
Title: Director

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
"Progressive Suspension Inc. USA" & Design	2,372,257	August 1, 2000
"Cruise Control"	2,095,831	September 9, 1997

FOREIGN TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
"Progressive Suspension" & Design(Europe CTM Trademark Application)	1,210,830	December 7, 2000

U.S. TRADEMARK APPLICATIONS

<u>Mark</u>	<u>App. No.</u>	<u>Filed Date</u>
"5th Element"	76/348,990	December 17, 2001
"Airtail"*	76/347,780	December 13, 2001
"CV/T"*	76/361,617	January 22, 2002
"Platform Damping"*	76,374,557	February 21, 2002

* Intent-to-use applications

FOREIGN TRADEMARK APPLICATIONS

<u>Mark</u>	<u>App. No.</u>	<u>Filed Date</u>
"Progressive Suspension Europe" & Design (Europe CTM Trademark)	2,124,774	March 12, 2001
"Airtail" (Europe CTM Trademark)	2,615,326	March 15, 2002
"5th Element"	2,623,874	March 21, 2002

BORROWER: Progressive Suspension, Inc.

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None		