



6-20-02
Tab settings

To the Honorable Commissioner of Patents and Trademarks 102128729

attached original documents or copy thereof.

1. Name of conveying party(ies):
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

6-20-00

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

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

2. Name and address of receiving party(ies)

Name: Kuryakyn Holdings, Inc.

Internal Address: c/o Motorsport Aftermarket Group, Inc.

Street Address : 24845 Corbit Place

City: Yorba Linda State: CA Zip: 92887

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation State CA
- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Interest

June 12, 2002

Execution Date: _____

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
1,669,350 1,963,632

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 2

7. Total fee (37 CFR) \$ 65.00

- Enclosed
- Authorized to be charged to deposit _____

8. Deposit account number: _____

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

6/21/2002 6TON11 00000030 1669350

01 FC:481 40.00 00
02 FC:482 25.00 00

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 3

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

RELEASE OF SECURITY INTEREST

To: Kuryakyn Holdings, Inc. ("Grantor"), any buyer or transferee of the Intellectual Property (as defined below), and their respective successors and assigns:

The Prudential Insurance Company of America ("Secured Party") hereby confirms that Secured Party has certain arrangements with Grantor pursuant to which Grantor granted to Secured Party security interests and liens in certain of Grantor's property, including arrangements pursuant to which Secured Party filed a security interest against Grantor with the United States Patent and Trademark Offices and other governmental offices. Secured Party hereby releases any security interest or lien it has or may have in the copyrights, patents, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar intellectual property rights used by Grantor in the conduct of its business, including the patents and registered trademarks indicated in Schedule A attached hereto ("Intellectual Property").

At the request of Grantor or any buyer of the Intellectual Property, Secured Party agrees to execute reasonable partial releases and other documents or agreements as Grantor or any such buyer may reasonably request to confirm the release described above and to reflect such release of record.

Dated: June 12, 2002

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: [Signature]

Its: Vice President

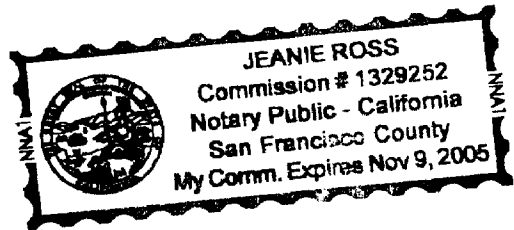
STATE OF California)
COUNTY OF San Francisco) ss.

On June 11, 2002 before me, the undersigned Notary Public, personally appeared Mitchell W. Reed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]

Signature of Notary Public



Schedule A

Kuryakyn Holdings, Inc.

Patent Nos.

327,863
340,440
342,845
349,266
350,315
340,513
5,307,771
352,258
348,676
416,227
411,440
409,119
405,393
397,968
400,838
411,432
338,643
346,140
347,907
321,947

Trademarks

Registration Nos.	Security Agreement Recorded
1,669,350	On 1/14/02 at Reel/Frame 2429/0414
1,963,632	On 1/14/02 at Reel/Frame 2429/0414