

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Fleet Capital Corporation

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

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

3. Nature of conveyance:

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

Execution Date: 07/30/2002

2. Name and address of receiving party(ies)

Name: Lunati Cams, Inc.

Internal Address: _____

Street Address: 4770 Lamar Avenue

City: Memphis State: TN Zip: 38118

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 2261811 2348293

Additional number(s) attached Yes No

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

Name: Douglas L. Hendricks

Internal Address: Morrison & Foerster LLP

Street Address: 425 Market Street

City: San Francisco State: CA Zip: 94105-2482

6. Total number of applications and registrations involved: _____

2

7. Total fee (37 CFR 3.41)..... \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-1952 (Ref. 51270/16)

DO NOT USE THIS SPACE

9. Signature.

Douglas L. Hendricks
Name of Person Signing

Douglas L. Hendricks
Signature

8/26/02
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of July ~~2~~, 2002, executed by Fleet Capital Corporation ("Secured Party") releasing all security interests of Secured Party in the Encumbered Trademarks/Licenses (as defined below) owned by Lunati Cams, Inc. ("Debtor").

RECITALS

WHEREAS, Debtor granted Secured Party a security interest (the "Security Interest") in the Encumbered Trademarks/Licenses (as defined below) pursuant to that Trademark and License Security Agreement dated as of December 29, 2000 (the "Security Agreement"), recorded in the United States Patent and Trademark Office on March 21, 2001 at Reel/Frame No. 002263/0772;

WHEREAS, the Debtor desires termination of the Secured Party's Security Interest; and

WHEREAS, the Secured Party is willing to terminate its Security Interest;

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Encumbered Trademarks/Licenses. "Encumbered Trademarks/Licenses" shall mean the Trademarks (as defined in the Security Agreement), all goodwill connected with and symbolized by such Trademarks, and the Licenses (as defined in the Security Agreement). The Encumbered Trademarks/Licenses shall include, without limitation, the property listed on Schedule A attached hereto and incorporated by reference herein.

2. Termination of Security Interest. Secured Party hereby terminates all of the Secured Party's Security Interest in the Encumbered Trademarks/Licenses, including, without limitation, any and all continuing security interest in and lien on Debtor's entire right, title and interest, including common law rights, in and to the Encumbered Trademarks/Licenses, together with all claims for profits and damages by reason of past infringement, if any, of the Encumbered Trademarks/Licenses or any one of them, and the right to sue for and collect the same.

IN WITNESS WHEREOF, Secured Party has caused this Termination of Trademark Security Interest to be duly executed on the date first mentioned above.

Fleet Capital Corporation

By: Edward M. Barzkowski

Name: Edward M. Barzkowski

Title: SVP

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

On July 30, 2002, before me, the undersigned notary public in and for said County and State, personally appeared Edward M. Bartkowski, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that, by his/her/their signature(s) on the instrument, the person(s) or the entity(ies) upon behalf of which the person(s) acted executed the instrument.



WITNESS my hand and official seal.

Kelly Ehrhart

My commission expires on 3/26/06



SCHEDULE A

Mark	Country	App. No.	Filing Date	Reg. No.	Reg. Date	Reel/Frame
GENERAL KINETICS and Design 	United States	75/154,768	08/19/96	2,261,811	07/20/99	2263/0772
LUNATI CAMS (Stylized) 	United States	75/589,155	11/16/98	2,348,293	05/09/00	2263/0772