

Form PTO-1594 (Rev. 03/01)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Tab settings

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), Association, General Partnership, Limited Partnership, Corporation-State, Other

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

3. Nature of conveyance:

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

Execution Date: 07/30/2002

2. Name and address of receiving party(ies)

Name: Nitrous Oxide Systems, Inc. Internal Address:

Street Address: 5930 Lakeshore Drive City: Cypress State: CA Zip: 90630

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State California, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1738012 1873100 1797970 1879099 1738011 1725069

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: 14

7. Total fee (37 CFR 3.41): \$ 365.00

- 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: 5

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

Continuation of Item 4

1895895
1727069
1738145
1798486
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1727068
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TERMINATION OF TRADEMARK SECURITY INTEREST

This is a Termination of Trademark Security Interest, dated as of July 30, 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 Nitrous Oxide Systems, 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. 002263/0728;

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. Barthoush

Name: Edward M. Barthoush

Title: SVP

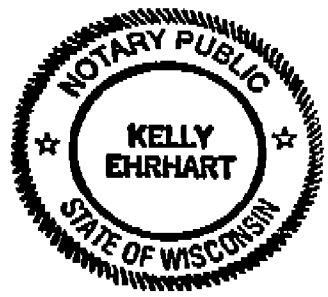
STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

On July30, 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
CHEATER	United States	74/257,671	03/23/92	1,738,012	12/08/92	2263/0728
FLARE JET	United States	74/258,652	03/24/92	1,873,100	01/10/95	2263/0728
FOGGER	United States	74/257,672	03/23/92	1,737,970	12/08/92	2263/0728
FUNNEL JET	United States	74/257,889	03/23/92	1,873,099	01/10/95	2263/0728
NOS	United States	74/257,661	03/23/92	1,738,011	12/08/92	2263/0728
NOS and Design 	United States	74/258,656	03/24/92	1,725,069	10/20/92	2263/0728
NOS NITROUS OXIDE SYSTEMS	United States	74/461,374	11/18/93	1,895,895	05/30/95	2263/0728
POWERSHOT	United States	74/257,673	03/23/92	1,727,069	10/27/92	2263/0728
PRO-SHOT	United States	74/257,670	03/23/92	1,738,145	12/08/92	2263/0728
PRO-SHOT FOGGER	United States	74/257,902	03/23/92	1,798,486	10/12/93	2263/0728
SNIPER	United States	75/732,427	06/18/99	2,351,813	05/23/00	2263/0728
SUPER POWERSHOT	United States	74/257,664	03/23/92	1,727,068	10/27/92	2263/0728
TOP SHOT	United States	74/257,662	03/23/92	1,769,711	05/11/93	2263/0728
BRAKE LOC	United States	74/257,663	03/23/92	1,836,425	05/10/94	2263/0728