

Form PTO-1594

(Rev. 03/01)

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

RECORD

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DEPARTMENT OF COMMERCE
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): **2002 OCT -3 AM 10:03**
 Global Motorsport Group, Inc. **FINANCE SECTION**
 Individual(s)
 General Partnership Association
 Corporation Limited Partnership
 Delaware
 Other 10-3-02

Additional name(s) of conveying party(ies) attached? Yes No
 1. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Corporation-State
 Other: Grant of Trademark Security Interest
 Execution Date: August 27, 2002

2. Name and address of receiving party(ies)
 Name: Deutsche Bank Trust Company Americas, as Administrative Agent for Lenders
 Internal
 Address: c/o Deutsche Bank Securities, Inc.
 Street Address: 233 South Wacker Drive, Ste. 8400
 City: Chicago State: IL Zip: 60606
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
 If assignee is not domiciled in the United States, a power of attorney or 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)
 78/119,013; 76/384,969;
 78/074,712; 78/047,625
 78/136,322; 78/118,970

B. Trademark Registration No.(s)
 2,202,492

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Sharon M. Matthews, Esq.
 Internal Address:

 Street Address: O'MELVENY & MYERS LLP
400 South Hope Street
 City: Los Angeles State: CA Zip: 90071-2899

6. Total number of applications and registrations involved: 7
 7. Total fee (37 CFR 3.41) \$ 190.00
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:

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

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 copy of the original document.
Sharon M. Matthews, Esq.
 Name of Person Signing Sharon Matthews Signature Oct 2, 2002 Date
 Total number of pages including cover sheet, attachments, and document: 6

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

10/07/2002 ANNEX 1 00000147 78119013

01 FC:481
02 FC:482

40.00 GP
150.00 GP

LA1:983834.1

TRADEMARK
REEL: 002594 FRAME: 0285

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Global Motorsport Group, Inc., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor, Global Motorsport Parts, Inc., a Delaware corporation ("**Parts**"), Custom Chrome Europe, Ltd., a Delaware corporation ("**Europe**"), Custom Chrome Far East, Ltd., a Delaware corporation ("**Far East**"), Custom Chrome Manufacturing, Inc. dba Santee Industries, a California corporation ("**Santee**") and such other subsidiaries as from time to time execute a Joinder Agreement (the "**Other Borrower Subsidiaries**") (Grantor, Parts, Europe, Far East, Santee and the Other Borrower Subsidiaries being hereinafter collectively referred to as the "**Borrowers**") have entered into that certain Amended and Restated Credit Agreement dated as of February 5, 2001 (said Amended and Restated Credit Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"; capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Bank of America, N.A., as Syndication Agent, and Deutsche Bank Trust Company Americas, formerly known as Bankers Trust Company, as Administrative Agent for Lenders (in such capacity, "**Secured Party**"); and

WHEREAS, under the Credit Agreement Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Subsidiary Security Agreement dated as of February 5, 2001 (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**"):

- (i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without

limitation, the trademarks specifically identified in Schedule A) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.


Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor’s rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party 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 are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 27 day of AUGUST, 2002

GLOBAL MOTORSPORT GROUP, INC.

By: 
Name: DAVID G. SADLER
Title: CHIEF EXECUTIVE OFFICER

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Registered U.S. Trademarks

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
Global Motorsport Group, Inc.	PREMIUM	2,202,492	November 10, 1998

Pending U.S. Trademarks

<u>Registered Owner</u>	<u>United States Trademark Description</u>	<u>Serial Number</u>	<u>Application Date</u>
Global Motorsport Group, Inc.	HR3 WORLD'S FINEST BIKE KITS AND DESIGN	78/119,013	April 2, 2002
Global Motorsport Group, Inc.	PLAINSMAN	78/074,712	July 19, 2001
Global Motorsport Group, Inc.	REVTECH AND DESIGN	78/136,322	June 17, 2002
Global Motorsport Group, Inc.	SANTEE MADE IN THE U.S.A. & DESIGN	76/384,969	March 20, 2002
Global Motorsport Group, Inc.	SCULPTED 2-PIECE ROCKER BOX KIT FOR TWIN CAM 88 MODELS		
Global Motorsport Group, Inc.	SPEEDLAMP	78/047,625	February 9, 2001
Global Motorsport Group, Inc.	MOTORFACTORY	78/118,970	April 2, 2002

Registered Foreign Trademarks

<u>Country</u>	<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
France	Global Motorsport Group, Inc.	CUSTOM CHROME	95571336	January 26, 1996
Canada	Global Motorsport Group, Inc.	REVTECH & DESIGN	TMA507741	February 9, 1999
Germany	Global Motorsport Group, Inc.	REVTECH & DESIGN	1183210	January 13, 1992

Pending Foreign Trademarks

<u>Country</u>	<u>Registered Owner</u>	<u>Trademark Description</u>	<u>Serial Number</u>	<u>Application Date</u>
Brazil	Global Motorsport Group, Inc.	CHROME SPECIALTIES INC. & DESIGN	822483564	February 24, 2000
Canada	Global Motorsport Group, Inc.	HR3 WORLD'S FINEST BIKE KITS AND DESIGN	1137518	April 15, 2002
European Union	Global Motorsport Group, Inc.	HR3 WORLD'S FINEST BIKE KITS AND DESIGN	002660926	April 19, 2002
China	Global Motorsport Group, Inc.	REVTECH & DESIGN		May 27, 2002