

01-27-2003



RECORD...102347401
TRADEMARKS ONLY

ET

1/27/03

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 1-27-03

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year
11 22 02

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

01/28/2003 6TON11 00000027 1328075

01 FC:8521 40.00 OP

02 FC:8522 700.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 002657 FRAME: 0195

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="See attached Schedule A-1"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Jane P. Miles

Name of Person Signing

Jane P. Miles

Signature

12/19/02

Date Signed

SCHEDULE A-1**TO TRADEMARK COLLATERAL AGREEMENT****REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

Registered Trademarks	Registration Number	Date Issued
COBBS	1,328,075	4/2/85
COBBS	0,575,835	3/30/98
COBBS	0,575,786	3/30/98
COBBS	0,575,787	3/30/98
COBBS	0,610,639	5/25/99
COBBS	0,610,019	5/21/99
COBBS	0,575,791	3/30/98
COBBS	0,610,020	5/21/99
GUIDE-TECH	1,424,696	1/13/87
GUIDE-TECH and Design	1,425,602	1/20/87
COBBS and Design	1,848,505	8/9/94
COBBS and Design	0,564,471	11/25/97
COBBS and Design	0,566,316	12/8/97
COBBS and Design	0,564,469	11/25/97
COBBS and Design	0,564,470	11/25/97
COBBS and Design	0,565,415	11/28/97
COBBS and Design	0,568,254	1/27/98
COBBS and Design	0,566,424	12/9/97
WIZARD	2,290,163	11/2/99
BOULEVARD SERIES	2,329,329	3/14/00
MAIN STREET	2,373,577	8/1/00
ACCESSORIES		
NOSTALGIC EDITION	2,373,578	8/1/00
ELDORA	2,373,639	8/1/00
LAGUNA	2,373,640	8/1/00
BANDERA	2,378,051	8/15/00
SKULPTOR	2,378,052	8/15/00
SEDONA	2,378,053	8/15/00
ROUTE 66 by COBBS and Design	2,383,840	9/5/00
NOSTALGIC EDITION and Design	2,383,841	9/5/00

PENDING U.S.
TRADEMARK
APPLICATIONS

OWNER

FILING No.

FILING DATE

NONE.

SCHEDULE A-2

TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE.

TRADEMARK COLLATERAL AGREEMENT

This 22nd day of November, 2002, BELL AUTOMOTIVE PRODUCTS, INC., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 8388 E. Hartford Drive, Suite 102, Scottsdale, Arizona 85255 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by a Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Trademark Collateral*"), to secure performance of all Obligations as set out in that certain Security Agreement dated as of November 22, 2002 originally by and between Debtor and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and 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.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BELL AUTOMOTIVE PRODUCTS, INC.

By John Williams
Name: John Williams
Title: CFO

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured
Party

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BELL AUTOMOTIVE PRODUCTS, INC.

By _____
Name: _____
Title: _____

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured
Party

By Lee A. Vandermyde
Name: Lee A. Vandermyde
Title: Managing Director

Signature Page to Trademark Collateral Agreement