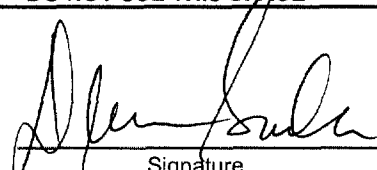


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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇨ ⇨ ⇨ ▼		RECORD TRA		102441623		PARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.							
1. Name of conveying party(ies): Sportrack Accessories Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				2. Name and address of receiving party(ies) Name: General Electric Capital * Internal Address: *Corporation Street Address: 335 Madison Avenue, 12th Floor City: New York State: NY Zip: 10017 <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State Delaware <input type="checkbox"/> Other _____ If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: 4/15/2003							
4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				B. Trademark Registration No.(s) 2400707; 1207137 1209629; 2477102; 0972769			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Deneen Sanders, Paralegal Internal Address: Goldberg, Kohn, et. al. _____ _____ Street Address: 55 East Monroe Street Suit 3700 City: Chicago State: IL Zip: 60603				6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41).....\$ 140.00 <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____			
DO NOT USE THIS SPACE							
9. Signature. Deneen Sanders Name of Person Signing				 Signature May 2, 2003 Date			
Total number of pages including cover sheet, attachments, and document: 7							

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

05/07/2003 6TON11 00000161 2400707

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02 FC:852240.00 OP
100.00 OPTRADEMARK
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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2003 by SPORTRACK ACCESSORIES INC., a Quebec corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Lenders (including all annexes, exhibits and schedules thereto, and as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations on behalf of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement or in Annex A thereto.

2. Grant Of Security Interest In Trademark Collateral. As security for the "Secured Obligations" (as defined in the Security Agreement), Grantor hereby grants to Agent, for itself and the benefit of Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, extensions or renewals of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

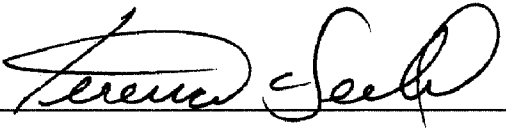
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for itself and the benefit of Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the 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.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPORTTRACK ACCESSORIES, INC.

By: 
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____
Name: _____
Title: _____

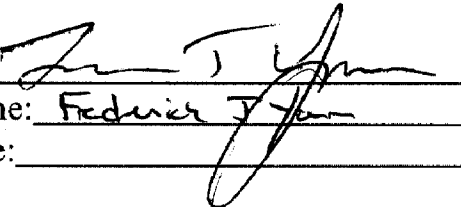
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPORTTRACK ACCESSORIES INC.

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By:  _____
Name: Frederick J. Jan
Title: _____

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF New York) ss

On this 15th day of April, 2003 before me personally appeared Terence Seike, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Sport Back ~~Adidas Inc~~ who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Andrea Y. Drakes
Notary Public

{seal}

ANDREA Y. DRAKES
Notary Public, State of New York
No. 01DR5073897
Qualified in Kings County
Commission Expires March 2, 2007

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

MARK DESCRIPTION	COUNTRY	REGISTRATION DATE	REGISTRATION NO.
Hitch 'N Drive	USA	10/31/2000	2,400,707
SportRack	USA	9/7/1982	1,207,137
SportRack & Design	USA	9/21/1982	1,209,629
Sports Rack	USA	8/14/2001	2,477,102
Barrecrafters	USA	11/13/1973	0,972,769

TRADEMARK APPLICATIONS

APPLICATION DESCRIPTION	COUNTRY	APPLICATION DATE	APPLICATION NO.
N/A			