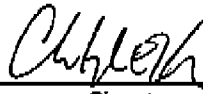


Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings $\Rightarrow \Rightarrow \Rightarrow$		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Cycle Gear, 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 <u>MA</u> <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: <u>LaSalle Retail Finance, A Division of LaSalle</u> <u>Business Credit LLC, agent for</u> <u>Standard Federal Bank National Association</u> Address: _____ Street Address: <u>25 Braintree Hill Office Park</u> City: <u>Braintree</u> State: <u>MA</u> Zip: <u>02184</u> <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 <u>MA</u> <input type="checkbox"/> Other _____ <small>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</small>		
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: <u>8/19/03</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) <u>2,667,838;</u> <u>2,641,481</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Christopher E. Kondracki</u> Internal Address: _____ _____ _____ Street Address: <u>2001 Jefferson Davis, Hwy.</u> <u>Suite 505</u> City: <u>Arlington</u> State: <u>VA</u> Zip: <u>22202</u>			6. Total number of applications and registrations involved: 2 7. Total fee (37 CFR 3.41).....\$ <u>65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>19-3545</u>		
DO NOT USE THIS SPACE					
9. Signature. <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;"> <u>Christopher E. Kondracki</u> Name of Person Signing </div> <div style="text-align: center;">  Signature </div> <div style="text-align: center;"> <u>11/3/03</u> Date </div> </div> <div style="text-align: right; margin-top: 10px;"> 17 </div>					

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

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

CH \$65.00 193545 2667838

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT****LaSalle Retail Finance**August 19, 2003

THIS AGREEMENT is made between

LASALLE RETAIL FINANCE, a Division of LaSalle Business Credit LLC, as agent for Standard Federal Bank National Association, (the "Lender") a corporation with offices at 25 Braintree Hill Office Park Braintree, Massachusetts 02184

and

CYCLE GEAR, INC. (the "Borrower"), a CALIFORNIA corporation with its principal executive offices at 4950 Industrial Way, Benicia, California 94510

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,
WITNESSETH:

1. **Background:** The Lender and the Borrower have entered in a certain Loan and Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "Loan Agreement") pursuant to which a credit facility has been established in favor of the Borrower and under which the Borrower's Liabilities are to be secured by certain of the Borrower's assets, including all Marks. (Terms used herein which are defined in the Loan Agreement are used as so defined).

2. **Grant of Security Interest:** To secure the Liabilities, the Borrower hereby creates a security interest in favor of the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):

(a) All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Borrower's rights corresponding to any of the foregoing throughout the world.

3. **Protection of Marks By Borrower:** The Borrower shall undertake the following with respect to each item respectively described in Sections 2(a) and 2(b) (collectively, the "Marks"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(c) At the Borrower's sole cost, expense, and risk, take any and all action which Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's discretion, the prosecution and defense of infringement actions.

4. **Borrower's Representations and Warranties:** The Borrower represents and warrants that:

(a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.

(b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than to the Lender.

(c) The Borrower shall give the Lender written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:

(i) The Borrower's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than the Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

(ii) The Borrower's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).

(iii) The Borrower's entering into any new trademark license agreement or service mark license agreement.

5. **Agreement Applies to Future Marks:**

(a) The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

(b) The Borrower hereby authorizes the Lender to take all such action to protect the Lender's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, provided, however, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **Borrower's Rights To Enforce Marks:** Prior the Lender's giving of notice to the Borrower following the occurrence of an Event of Default, the Borrower shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties, provided, however:

(a) The Borrower first provides the Lender with written notice of the Borrower's intention to sue for enforcement of any Mark.

(b) Any money damages awarded or received by the Borrower on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence of any Event of Default, the Lender, by notice to the Borrower may terminate or limit the Borrower's rights under this Section 6.

7. Lender's Actions To Protect Marks: In the event of

(a) the Borrower's failure, within Five (5) days of written notice from the Lender, to cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3; and/or

(b) the occurrence of any Event of Default, the Lender, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the Borrower's place and stead and/or in the Lenders' own right in connection therewith.

8. Rights Upon Default: Upon the occurrence of any Event of Default, and continuation of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies.

9. Lender As Attorney In Fact:

(a) The Borrower hereby irrevocably constitutes and designates the Lender as and for the Borrower's attorney in fact, effective following the occurrence of any Event of Default:

(i) To exercise any of the rights and powers referenced in Sections 3 and 5(b).

(ii) To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. Lender's Rights:

(a) Any use by the Lender of the Marks, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default.

11. **Intent:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Lender shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

12. **Choice of Laws:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

CYCLE GEAR, INC.
(The "Borrower")



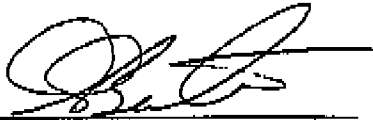
Name: DAVID BERTRAM
Title: CEO

LASALLE RETAIL FINANCE, a
Division of Lasalle Business Credit LLC, as Agent
for Standard Federal Bank National Association
(The "Lender")

Name: _____
Title: _____

IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

CYCLE GEAR, INC.
(The "Borrower")



Name: DAVID BERTRAM
Title: CEO

LASALLE RETAIL FINANCE, a
Division of Lasalle Business Credit LLC, as Agent
for Standard Federal Bank National Association
(The "Lender")



Name: Barbara Anderson
Title: SVP

State of California
 The Commonwealth of Massachusetts
 County of ~~Suffolk~~ Contra Costa, ss

Then personally appeared before me ^{David} Bertram who acknowledged that such person is the duly authorized CEO of CYCLE GEAR, INC. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 19th day of August, 2003



Joanie Shicoff
 , Notary Public

My Commission Expires: August 11, 2005

The Commonwealth of Massachusetts
 County of Suffolk, ss

Then personally appeared before me _____ who acknowledged that such person is the duly authorized _____ of LaSalle Retail Finance and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this ...day of August, 2003.

 , Notary Public
 My Commission Expires:

State of California
 The Commonwealth of Massachusetts
 County of ~~Suffolk~~, ss Contra Costa, ss

Then personally appeared before me ^{David} ~~Bertram~~ who acknowledged that such person is the duly authorized CEO of CYCLE GEAR, INC. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ^{19th} day of August, 2003



Joanie Shicoff
 , Notary Public

My Commission Expires: August 11, 2005

The Commonwealth of Massachusetts
 County of Suffolk, ss

Then personally appeared before me ^{Sarah} ~~Stallner~~ who acknowledged that such person is the duly authorized SVP of LaSalle Retail Finance and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this ^{5th} day of ^{September} ~~August~~, 2003.

Sarah Stallner
 , Notary Public

My Commission Expires: 12/31/05

EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations		
<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
CYCLE GEAR	2,667,838	December 31, 2002
MOTO BOSS	2,641, 481	October 29, 2002

SEE ATTACHED

Trademark Applications		
<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>

EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
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Trademark Applications

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
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SEE ATTACHED

The United States of America

CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Director of the United States Patent and Trademark Office

TRADEMARK
REEL: 002741 FRAME: 0228

Requirements for Maintaining a Federal Trademark Registration

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

Failure to file a proper Section 8 Affidavit at the appropriate time will result in the cancellation of the registration.

SECTION 9: APPLICATION FOR RENEWAL

The registration shall remain in force for 10 years, subject to the provisions of Section 8, except that the registration shall expire for failure to file an Application for Renewal under Section 9 of the Trademark Act, 15 U.S.C. §1059, at the end of each successive 10-year period following the date of registration.

Failure to file a proper Application for Renewal at the appropriate time will result in the expiration of the registration.

No further notice or reminder of these requirements will be sent to the Registrant by the Patent and Trademark Office. It is recommended that the Registrant contact the Patent and Trademark Office approximately one year before the expiration of the time periods shown above to determine the requirements and fees for the filings required to maintain the registration.

Int. Cl.: 35

Prior U.S. Cls.: 100, 101 and 102

United States Patent and Trademark Office

Reg. No. 2,667,838

Registered Dec. 31, 2002

**SERVICE MARK
PRINCIPAL REGISTER**

CYCLE GEAR

**CYCLE GEAR, INC. (CALIFORNIA CORPORATION)
4950 INDUSTRIAL WAY
BENICIA, CA 94510**

**FOR: RETAIL STORE SERVICES FEATURING
CLOTHING, AND MOTORCYCLE PARTS AND
ACCESSORIES, IN CLASS 35 (U.S. CLS. 100, 101
AND 102).**

FIRST USE 5-29-1973; IN COMMERCE 3-8-1990.

**OWNER OF U.S. REG. NOS. 1,749,027 AND
1,862,887.**

SEC. 2(F).

SER. NO. 76-131,671, FILED 9-20-2000.

**ELIZABETH PIGNATELLO, EXAMINING ATTOR-
NEY**

The United States of America



CERTIFICATE OF REGISTRATION PRINCIPAL REGISTER

The Mark shown in this certificate has been registered in the United States Patent and Trademark Office to the named registrant.

The records of the United States Patent and Trademark Office show that an application for registration of the Mark shown in this Certificate was filed in the Office; that the application was examined and determined to be in compliance with the requirements of the law and with the regulations prescribed by the Director of the United States Patent and Trademark Office; and that the Applicant is entitled to registration of the Mark under the Trademark Act of 1946, as Amended.

A copy of the Mark and pertinent data from the application are part of this certificate.

This registration shall remain in force for TEN (10) years, unless terminated earlier as provided by law, and subject to compliance with the provisions of Section 8 of the Trademark Act of 1946, as Amended.



Director of the United States Patent and Trademark Office

TRADEMARK

REEL: 002741 FRAME: 0231

Requirements for Maintaining a Federal Trademark Registration

SECTION 8: AFFIDAVIT OF CONTINUED USE

The registration shall remain in force for 10 years, except that the registration shall be canceled for failure to file an Affidavit of Continued Use under Section 8 of the Trademark Act, 15 U.S.C. §1058, upon the expiration of the following time periods:

- i) At the end of 6 years following the date of registration.
- ii) At the end of each successive 10-year period following the date of registration.

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Int. Cls.: 8, 12 and 25

Prior U.S. Cls.: 19, 21, 22, 23, 28, 31, 35, 39 and 44

Reg. No. 2,641,481

United States Patent and Trademark Office

Registered Oct. 29, 2002

**TRADEMARK
PRINCIPAL REGISTER**

MOTO BOSS

CYCLE GEAR, INC. (CALIFORNIA CORPORATION)
4950 INDUSTRIAL WAY
BENICIA, CA 94510

FOR: HAND TOOLS FOR USE WITH MOTORCYCLES, NAMELY, T-HANDLE WRENCHES, CHAIN BREAKERS, T-ALLEN SETS, TIRE IRONS, AND SPOKE WRENCHES, IN CLASS 8 (U.S. CLS. 23, 28 AND 44).

FIRST USE 3-0-1997; IN COMMERCE 3-0-1997.

FOR: MOTORCYCLE PARTS AND ACCESSORIES, NAMELY, CLUTCH LEVERS, BRAKE LEVERS, BRUSH GUARDS, GRIPS, MIRRORS, BAR ENDS, TURN SIGNALS, TURN SIGNAL MOUNTS, HANDLEBARS, MOTORCYCLE STANDS, TANK PADS, AND SPLIT PERCHES, IN CLASS 12 (U.S. CLS. 19, 21, 23, 31, 35 AND 44).

FIRST USE 3-0-1997; IN COMMERCE 3-0-1997.

FOR: CLOTHING AND APPAREL, NAMELY, JACKETS MADE OF LEATHER; CLOTHING AND APPAREL, NAMELY, JACKETS, PANTS, AND CHAPS, IN CLASS 25 (U.S. CLS. 22 AND 39).

FIRST USE 3-0-1997; IN COMMERCE 3-0-1997.

NO CLAIM IS MADE TO THE EXCLUSIVE RIGHT TO USE "MOTO", APART FROM THE MARK AS SHOWN.

THE ENGLISH TRANSLATION OF THE ITALIAN WORD "MOTO" IN THE MARK IS "MOTORCYCLE".

SER. NO. 75-688,362, FILED 4-22-1999.

MATTHEW PAPPAS, EXAMINING ATTORNEY