

07-07-2004

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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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 National Bank, successor in interest to The First National Bank of Boston. Includes checkboxes for Individual(s), Association, General Partnership, Limited Partnership, Corporation-State, and Other National Association.

2. Name and Address of receiving party(ies): Name: Global Motorsport Group, Inc. Internal Address: Street Address: 16100 Jacqueline Court. City: Morgan Hill State: CA Zip: 95037. Includes checkboxes for citizenship and partnership types.

3. Nature of conveyance: Includes checkboxes for Assignment, Merger, Security Agreement, Change of Name, and Other Termination and Release of Security Interest. Execution Date: December 31, 2003.

4. Application number(s) or registration number(s): A. Trademark Application No.(s) See Attached. B. Trademark Registration No.(s) See Attached. Includes checkbox for Additional number(s) attached.

6. Total number of applications and registrations involved: 7. Total fee (37 CFR 3.41): \$ 315.00. Includes checkboxes for Enclosed and Authorized to be charged to deposit account.

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Intellectual Property Docketing. Internal Address: SHEARMAN & STERLING LLP. Street Address: 599 Lexington Avenue. City: New York State: NY Zip: 10022.

8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324. (Attach duplicate copy of this page if paying by deposit account)

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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. Signature: Tamara L. Hrivnak, Date: May 28, 2004.

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

06/02/2004 ECOOPER 00000087 73766168

01 FC:8521 40.00 OP 02 FC:8522 275.00 OP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Application Numbers

73/766,168	73/756,488	73/821,182	73/774,146
73/727,948	73/765,076	73/765,073	73/775,017

Registration Numbers

1,325,735	1,403,211	1,519,818	1,518,654
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NO ADDITIONAL PAGES

TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS

This TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS is entered into as of December 31, 2003 by and between Fleet National Bank successor in interest to The First National Bank of Boston ("Collateral Agent"), as Agent under that certain Revolving Credit Agreement dated as of August 25, 1989 (the "Credit Agreement"), and Global Motorsport Group, Inc., a Delaware corporation (formerly known as Custom Chrome, Inc.) ("Debtor").

WITNESSETH:

WHEREAS, Debtor and Collateral Agent are parties to that certain Security and Pledge Agreement dated as of August 25, 1989 (the "Security and Pledge Agreement" and together with the Credit Agreement, the "Security Agreements");

WHEREAS pursuant to the Security Agreements, Debtor granted Collateral Agent a security interest in and to the Collateral (as defined in the Security and Pledge Agreement) including, without limitation, those certain trademarks, registered trademarks and trademark applications set forth in Schedule A (collectively, the "Trademarks"), which security interest was recorded in the Trademark Division of the United States Patent and Trademark Office on February 14, 1990 at Reel 0691/Frame 0533; and

WHEREAS, Debtor has satisfied its obligations under the Security Agreements and Collateral Agent now desires to terminate and release the entirety of its security interests, liens and encumbrances respecting the Trademarks and restore all right, title and interest in and to the Trademarks to Debtor.

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademarks, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release of Security Interest in Trademarks, the Collateral Agent and Debtor hereby agree as follows:


1. The Collateral Agent hereby terminates and releases in its entirety its security interests, liens and encumbrances respecting the Trademarks and hereby releases, discharges, quitclaims and relinquishes unto Debtor any and all right, title and interest in, to and under the Trademarks, including, without limitation, all registrations, applications, recording and common law rights thereto; all renewals thereof; all income, license royalties, damages and payments now or hereafter due and/or payable with respect thereto; the right to sue for past, present and future infringement thereof; all rights corresponding thereto throughout the world; and the goodwill of Debtor's business connected with and symbolized by the foregoing.
2. The Collateral Agent hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States and any other applicable foreign authorities to record this release.
3. The Collateral Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and do any other acts as may be reasonably necessary from

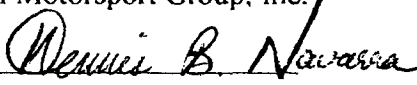
time to time to effectuate and carry out the provisions and intent of this Termination and Release of Security Interest in Trademarks.

4. This Termination and Release of Security Interest in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent and Debtor have caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

Fleet National Bank successor in
interest to The First National Bank of
Boston

By: 
Name: MITHE THARSON
Title: VICE PRESIDENT


Global Motorsport Group, Inc.
By: 
Name: DENNIS B NAVARRA
Title: VP, ADMINISTRATION

time to time to effectuate and carry out the provisions and intent of this Termination and Release of Security Interest in Trademarks.

4. This Termination and Release of Security Interest in Trademarks shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Collateral Agent and Debtor have caused this Termination and Release of Security Interest in Trademarks to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

Fleet National Bank successor in interest to The First National Bank of Boston

By: 
Name: MITHE THARSON
Title: VICE PRESIDENT

Global Motorsport Group, Inc.

By: _____
Name: _____
Title: _____

Schedule A

Trademarks Owned by Global Motorsport Group, Inc.

<u>Mark</u>	<u>Serial No.</u>
Custom Chrome Stylized	766,168
Hawg Skins	727,948
Hawg Oil	736,488
Hawg Wash	765,076
Hawg Link	821,182
Hawg Tubes	765,073
Hawg Power	774,146
Tour Ease	775,017

<u>Mark</u>	<u>Registration No.</u>
The Dealers Edge	1325735
Bullskins and Design	1403211
Premium Stylized	1519818
Revtch and Design	1518654

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