

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/23/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ace Products, LLC		12/23/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	1792368	ACE-TUF
Registration Number:	985352	ACE WHEEL PRODUCTS
Registration Number:	998647	A
Registration Number:	1393962	HUSKY XL

CORRESPONDENCE DATA

Fax Number: (312)863-7812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-863-7190
 Email: nathaniel.panek@goldbergekohn.com
 Correspondent Name: Nathaniel Panek
 Address Line 1: 55 East Monroe St.
 Address Line 2: Suite 3700
 Address Line 4: Chicago, ILLINOIS 60603

OP \$115.00 1792368

NAME OF SUBMITTER:	Nathaniel Panek
Signature:	/nathaniel panek/
Date:	01/10/2005
Total Attachments: 6 source=Ace_TMs#page1.tif source=Ace_TMs#page2.tif source=Ace_TMs#page3.tif source=Ace_TMs#page4.tif source=Ace_TMs#page5.tif source=Ace_TMs#page6.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 23, 2004, by ACE PRODUCTS, LLC, a Delaware limited liability company ("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 and the other Credit Parties shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits and schedules thereto, and 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. 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.

ACE PRODUCTS, LLC

By: _____
Name: _____
Title: _____

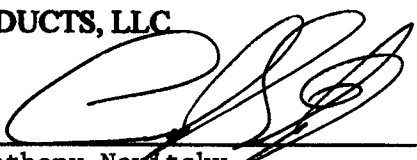
ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: *Stephen K Hall*
Name: *Stephen K Hall*
Title: Duly Authorized Signatory

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.

ACE PRODUCTS, LLC

By: 
Name: Anthony Navitsky
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: **Duly Authorized Signatory**

Trademark Security Agreement

TRADEMARK
REEL: 003005 FRAME: 0092

ACKNOWLEDGMENT OF GRANTOR

STATE OF Illinois)

COUNTY OF Cook)

ss.

On this 23rd day of December, 2004 before me personally appeared Anthony Navitsky, Vice President & Treasurer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ace Products, LLC, 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.

Jacqueline Capone
Notary Public

{seal}

"OFFICIAL SEAL"
Jacqueline Capone
Notary Public, State of Illinois
My Commission Exp. 06/25/2006

Trademark Security Agreement

TRADEMARK
REEL: 003005 FRAME: 0093

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

TRADEMARK REGISTRATIONS

<u>Mark Description</u>	<u>Registration No.</u>	<u>Registration Date</u>
ACE-TUF	1,792,368	9/14/93
Ace with Stylized A Wheel & Fender Design	985,352	6/4/74
Husky XL	998,647	11/19/74
Ace with Stylized A – France	1,393,962	5/20/86
Wheel and Fender Design – United Kingdom	1,258,981	1/30/84
Ace with Stylized A – United Kingdom	1,120,142	9/5/79
Ace Design – Sweden	1,120,143	9/5/79
	172,253	5/30/80

TRADEMARK APPLICATIONS

<u>Application Description</u>	<u>Application No.</u>	<u>Application Date</u>
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TRADEMARK LICENSES