

Form PTO-159-4  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT 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):  
**Bell Automotive Products, Inc.**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation      Delaware  
 Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)  
**Harris Trust and Savings Bank,**  
Name: as agent  
Internal Address: \_\_\_\_\_  
Street Address: 111 West Monroe Street  
City: Chicago      State: IL      ZIP: 60603

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State Illinois  
 Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  
 Yes       No  
(Designations must be a separate document from a signature)  
Additional names(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment                               Merger  
 Security Agreement                       Change of Name  
 Other \_\_\_\_\_

Execution Date: December 3, 2004

4. Application number(s) or trademark number(s):  
A. Trademark Application No.(s)  
See attachment

B. Trademark Registration No.(s)  
See attachment

Additional numbers attached?  Yes       No

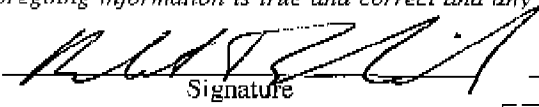
5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Robert J. Schneider  
Internal Address: Chapman and Cutler LLP  
\_\_\_\_\_  
\_\_\_\_\_  
Street Address: 111 West Monroe Street  
\_\_\_\_\_  
City: Chicago      State IL      ZIP: 60603

6. Total number of applications and trademarks involved: 18

7. Total fee (37 CFR 3.41) .....\$ 465.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-0305  
(Attach duplicate copy of this page if paying by deposit account)  
Attorney Docket No. 1599976

DO NOT USE THIS SPACE

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.*  
Robert J. Schneider                                            February 4, 2005  
Name of Person Signing                      Signature                      Date

Total number of pages including cover sheet, attachments, and document: 8

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
United States Patent and Trademark Office, Box Assignments  
Washington, DC 20231

CH \$465.00 500305 78316398

**SCHEDULE A-1**  
**TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED U.S. TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b>United States Trademarks</b>	<b>Application No</b>	<b>Application Date</b>	<b>Registration No</b>	<b>Registration Date</b>
COBBS	73/385,161	13-Sep-82	1,328,075	2-Apr-85
GUIDE-TECH	73/604,613	16-Jun-86	1,424,696	13-Jan-87
GUIDE-TECH and Design	73/604,367	16-Jun-86	1,425,602	20-Jan-87
COBBS and Design	74/182,948	8-Jul-91	1,848,505	9-Aug-94
WIZARD	75/547,386	3-Sep-98	2,290,163	2-Nov-99
BOULEVARD SERIES	75/671,873	31-Mar-99	2,329,329	14-Mar-00
MAIN STREET ACCESSORIES	75/486,210	15-May-98	2,373,577	1-Aug-00
NOSTALGIC EDITION	75/486,212	15-May-98	2,373,578	1-Aug-00
ELDORA	75/503,294	16-Jun-98	2,373,639	1-Aug-00
LAGUNA	75/503,295	16-Jun-98	2,373,640	1-Aug-00
BANDERA	75/503,289	16-Jun-98	2,378,051	15-Aug-00
SKULPTOR	75/503,292	16-Jun-98	2,378,052	15-Aug-00
SEDONA	75/503,293	16-Jun-98	2,378,053	15-Aug-00
ROUTE 66 BY COBBS and Design	75/486,204	15-May-98	2,383,840	5-Sep-00
NOSTALGIC EDITION and Design	75/486,223	15-May-98	2,383,841	5-Sep-00
ROUTE 66 and Design	75/486,211	15-May-98	2,396,272	17-Oct-00
DRY BONES	78/315398	17-Oct-03		
AUTO FRESH & DESIGN	78/406,976	23-Apr-04		

PENDING U.S.  
TRADEMARK  
APPLICATIONS

FILING NO.

FILING DATE

NONE.

## TRADEMARK COLLATERAL AGREEMENT

This 3rd day of December, 2004, 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 Secured Obligations as set out in that certain Security Agreement dated as of December 3, 2004 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 *[Signature]*  
Name: *Phu 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: Lee A. Vandermyde  
Title: Managing Director

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

**SCHEDULE A-2**

**TO TRADEMARK COLLATERAL AGREEMENT**

**TRADEMARK LICENSES**

NONE.