Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Grant of Trademark Security Agreement

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
DEUTSCHE BANK TRUST			
COMPANY AMERICAS, as		11/22/2004	Banking Association:
Administrative Agent for Lenders			

### **RECEIVING PARTY DATA**

Name:	GENERAL ELECTRIC CAPITAL CORPORATION, as a Lender and Administrative Agent
Street Address:	335 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

### PROPERTY NUMBERS Total: 45

Property Type	Number	Word Mark
Registration Number:	2202492	PREMIUM
Serial Number:	78119013	HR3 WORLD'S FINEST BIKE KITS
Serial Number:	78074712	PLAINSMAN
Serial Number:	78136322	REVTECH
Serial Number:	76384969	SANTEE MADE IN U.S.A.
Serial Number:	78047625	SPEEDLAMP
Serial Number:	78064145	STREETWARE FOR THOSE WHO DARE
Registration Number:	1403211	BULLSKINS CCI
Registration Number:	1802477	C. C. RIDER
Registration Number:	2089057	C.C. RIDER
Registration Number:	2102960	CCI
Registration Number:	2398908	CHROME GEAR
		TRADEMARK

**REEL: 003035 FRAME: 0500** 

900020375

Registration Number:	2398909	CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME
Registration Number:	2398907	CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME
Registration Number:	2420620	CHROME SPECIALTIES
Registration Number:	2424534	CHROME SPECIALTIES
Registration Number:	2108579	CUSTOM CCI CHROME
Registration Number:	2284324	CUSTOM CHROME
Registration Number:	2079468	CUSTOM CHROME
Registration Number:	2403637	DONNIE SMITH DESIGN
Registration Number:	1751177	DYNO POWER
Registration Number:	2538897	INFERNO
Registration Number:	2147025	
Registration Number:	2676939	JAMMER CYCLE PRODUCTS
Registration Number:	2883344	JAMMER CYCLE PRODUCTS
Registration Number:	2813292	JAMMER'S HANDBOOK
Registration Number:	2067403	MIRAGE
Registration Number:	2114906	MOTOR FACTORY
Registration Number:	2537893	MOTORCYCLE STUFF
Registration Number:	2695952	REVTECH
Registration Number:	1988321	REVTECH
Registration Number:	2161448	REVTECH
Registration Number:	2306983	SANTEE
Registration Number:	2678651	SANTEE MADE IN U.S.A.
Registration Number:	2710150	STREETWARE FOR THOSE WHO DARE
Registration Number:	1325735	THE DEALERS EDGE
Registration Number:	2455435	THE EDGE
Registration Number:	1596268	TOUR EASE
Registration Number:	2108577	TOUR EASE
Registration Number:	2198867	
Serial Number:	78373486	EGRIP
Serial Number:	78323783	GLOBAL MOTORSPORT GROUP
Serial Number:	78323785	GMG
Serial Number:	78323764	MOTOCELL
Serial Number:	76097910	MOTORCYCLE STUFF

# CORRESPONDENCE DATA Fax Number: (202)371-5950 Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 202-371-5904 Email: eanderson@winston.com

Email: eanderson@winston.com
Correspondent Name: winston & STRAWN LLP
Address Line 1: 1400 L STREET, N.W.
Address Line 2: PATENT DEPARTMENT

Address Line 4: WASHINGTON, DISTRICT OF COLUMBIA 20005-3502

NAME OF SUBMITTER: Jeffrey A. Wolfson	
Signature:	/jaw/
Date:	02/25/2005

### Total Attachments: 20

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### ASSIGNMENT OF GRANT OF TRADEMARK SECURITY INTEREST

This ASSIGNMENT OF GRANT OF TRADEMARK SECURITY INTEREST (this "Assignment") is executed as of November 22, 2004 ("Assignment Effective Date"), by DEUTSCHE BANK TRUST COMPANY AMERICAS f/k/a Bankers Trust Company ("Deutsche Bank"), as administrative agent (in such capacity, "Existing Agent") for itself and the Existing Lenders (as defined below).

### WITNESSETH:

WHEREAS, Global Motorsport Group, Inc., a Delaware corporation ("GMG"), and certain of its subsidiaries party thereto, Existing Agent, Bank of America, N.A., as syndication agent ("Existing Syndication Agent"), and the other persons signatory thereto in their capacity as lenders (collectively, the "Existing Lenders") are parties to that certain Amended and Restated Credit Agreement (as amended, supplemented, or otherwise modified from time to time prior to the date hereof, the "Existing Loan Agreement"), dated as of February 5, 2001 and amended on January 30, 2002;

WHEREAS, GMG and Existing Agent are parties to that certain Grant of Trademark Security Interest attached hereto as <u>Exhibit A</u>, concerning the trademarks and trademark applications attached hereto as <u>Exhibit B</u> (the "<u>Trademark Security Agreement</u>"), that was submitted for recordation with the United States Patent and Trademark Office on or about October 2, 2002;

WHEREAS, contemporaneously herewith, Existing Agent, Existing Syndication Agent, certain of the lenders party to the Credit Agreement (as defined below) (the "New Lenders"), GMG and the other Loan Parties (as defined in the Existing Loan Agreement) signatory thereto are entering into that certain letter agreement of even date hereof (the "Deutsche Bank Resignation Letter"), pursuant to which Existing Agent shall resign as Administrative Agent (as defined in the Existing Loan Agreement) and New Lenders shall appoint GE Capital (as defined below) as Administrative Agent;

WHEREAS, contemporaneously herewith, New Lenders and Existing Lenders, among other parties, are parties to that certain Assignment Agreement of even date hereof (the "Assignment Agreement"), pursuant to which New Lenders are purchasing the Loans (as defined in the Existing Loan Agreement) and all of Existing Lenders' rights with respect thereto, all upon the terms and conditions set forth and as more fully set out therein;

WHEREAS, contemporaneously herewith, GMG, Custom Chrome Manufacturing, Inc., a California corporation ("Custom Chrome Mfg."; together with GMG, individually and collectively, and jointly and severally, "Borrower"), the other Credit Parties signatory thereto; General Electric Capital Corporation, a Delaware corporation (in its individual capacity, "GE Capital"), for itself, as a New Lender, as administrative agent for New Lenders, and as GECC Payment Agent for GECC Lenders; Ableco Finance LLC (in its individual capacity, "Ableco"), for itself, as a New Lender, and as Ableco Payment Agent for Ableco Lenders; and the other New Lenders signatory thereto from time to time, are entering into that certain Amended and Restated Credit Agreement (as the same may be amended, amended and

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

LA:134429.2

restated, supplemented or modified from time to time, the "<u>Credit Agreement</u>"), pursuant to which the New Lenders have agreed to make certain financial accommodations to the Borrower;

WHEREAS, in connection with the resignation of Deutsche Bank and the purchase of the Loans by the New Lenders, Borrower, Existing Lenders, GE Capital, Ableco and New Lenders have requested that Deutsche Bank enter into this Assignment to assign all of its rights, title and interest in, to and under the Trademark Security Agreement to GE Capital, as Administrative Agent; and

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

- Assignment Deutsche Bank, in its capacity as Existing Agent, for good and adequate consideration described in the Deutsche Bank Resignation Letter and the Assignment Agreement, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the Assignment Agreement, hereby assigns, without recourse, representation or warranty of any kind, as of the Assignment Effective Date to GE Capital, in its capacity as Administrative Agent, for the benefit of New Lenders, all of the rights, title and interest of Deutsche Bank, in its capacity as Existing Agent, in, to and under the Trademark Security Agreement.
- 2. <u>Further Assurances</u>. Deutsche Bank, in its capacity as Existing Agent, agrees to cooperate with Administrative Agent and take all actions reasonably requested by Administrative Agent in order to fully carry out the terms of this Assignment or to permit Administrative Agent to obtain the full benefits of this Assignment.
- 3. <u>Costs and Expenses</u>. Borrower shall pay all costs and expenses of Existing Agent, including the fees and expenses of counsel to the Existing Agent, in connection with the performance of this Assignment.
- 4. <u>Governing Law</u> This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws

[Signature page follows.]

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

LA:134429.2

IN WITNESS WHEREOF, Deutsche Bank and Borrower have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**DEUTSCHE BANK TRUST COMPANY AMERICAS**,

in its capacity as Existing Agent

By: Silvia Spear

Title: Managing Director

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

LA:134429.2

and State

MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/2007

Notary Public in and for the aforesaid County

GLOBAL MOTORSPORT GROUP, INC., a Delaware corporation
By: Nemus B. Newarra
Name: DENINIS B. NAVARIZA
Title: VICE PRESIDENT, ADMINISTRATION
CUSTOM CHROME MANUFACTURING,
INC.,
a California corporation
By: Wellie B. Navara
Name: DENINIS B NIAVARRA
Title: VICE PRESIDENT, ADMINISTRATION

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

Notarial Certificate
ACKNOWLEDGMENT OF Dennis B. Navarra
STATE OF New York
COUNTY OF New York ) ss.
On this 24 day of November, in the year 2004, before me, the undersigned Notary Public, duly commissioned and sworn, personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as, on behalf of, on behalf of, and acknowledged to me that
seal the day and year in this certificate above written.
[SEAL]  Maureen E Glance
Notary Public in and for the aforesaid County

and State

MAUREEN E. THOMAS
Notary Public - State of New York
No. 01TH6098264
Qualified in Bronx County
Certified in New York County
My Commission Expires 9/08/20

### EXHIBIT A

### GRANT OF TRADEMARK SECURITY INTEREST

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

LA:134429.2

# GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Global Motorsport Oroup, Inc , a Delaware corporation ("Granter"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor, Global Motorsport Parts, Inc., a Delaware corporation ("Parts"), Custom Chrome Europe, Ltd., a Delaware corporation ("Europe"), Custom Chrome Far East, Ltd., a Delaware corporation ("Far East"), Custom Chrome Manufacturing, Inc. dba Santee Industries, a California corporation ("Santee") and such other subsidiaries as from time to time execute a Joinder Agreement (the "Other Borrower Subsidiaries") (Grantor, Parts, Europe, Far East, Santee and the Other Borrower Subsidiaries being hereinafter collectively referred to as the "Borrowers") have entered into that certain Amended and Restated Credit Agreement, as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, being the "Credit Agreement"; capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "Lenders"), Bank of America, N.A., as Syndication Agent, and Deutsche Bank Trust Company Americas, formerly known as Bankers Trust Company, as Administrative Agent for Lenders (in such capacity, "Secured Party"); and

WHEREAS, under the Credit Agreement Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Borrowers; and

WHEREAS, pursuant to the terms of that certain Amended and Restated Subsidiary Security Agreement dated as of February 5, 2001 (as it may hereafter be amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Credit Agreement and the Security Agreement, Grantor hereby grants to Secured Parry a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "Trademark Collateral"):

(1) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license of other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade • or dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without

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limitation, the trademarks specifically identified in <u>Schedule A</u>) (collectively, the "Trademarks"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in <u>Schedule A</u>) (the "Trademark Registrations"), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the "Associated Goodwill"); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the meffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 21 day of AMBEST, 2002.

GLOBAL MOTORSPORT GROUP, INC.

Name: DAVID G. SADLER

Title: CHIEF EXECUTIVE OFFICER

LA1:950012.1

### SCHEDULE A TO GRANT OF TRADEMARK SECURITY INTEREST

# Registered U.S. Trademarks

Registered Owner Global Motorsport Group, Inc	United States Trademark <u>Description</u> PREMIUM	Registration Number 2,202,492	Registration <u>Date</u> November 10, 1998
Pending U.S. Trademarks			
Registered Owner Global Motorsport Group, Inc.	United States Trademark <u>Description</u> HR3 WORLD'S FINEST BIKE KITS	Serial <u>Number</u> 78/119,013	Application <u>Date</u> April 2, 2002
Global Motorsport Group, Inc.	AND DESIGN PLAINSMAN	78/074,712	July 19, 2001
Global Motorsport Group, Inc.	REVTECH AND DESIGN	78/136,322	June 17, 2002
Global Motorsport Group, Inc.	SANTEE MADE IN THE U.S.A. & DESIGN	76/384,969	March 20, 2002
Global Motorsport Group, Inc.	SCULPTED 2-PIECE ROCKER BOX KIT FOR TWIN CAM 88 MODELS		
Globul Motorsport Group, Inc.	SPEEDLAMP	78/047,625	February 9, 2001
Global Motorsport Group, Inc.	STREETWARE FOR THOSE WHO DARE	78/064,145	May 17, 2001

LAI 980012

### Registered Foreign Trademarks

Country	Registered Owner	Trademark <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
France	Global Motorsport Group, Inc	CUSTOM CHROME	95571336	January 26, 1996
Canada	Global Motorsport Group, Inc.	REVTECH & DESIGN	TMA507741	February 9, 1999
Germany	Global Motorsport Group, Inc.	REVTECH & DESIGN	1183210	January 13, 1992

### Pending Foreign Trademarks

Country	Registered Owner	Trademark <u>Description</u>	Serial <u>Number</u>	Application <u>Date</u>
Brazil	Global Motorsport Group, Inc.	CHROME SPECIALTIES INC. & DESIGN	822483564	February 24, 2000
Canada	Global Motorsport Group, Inc.	HR3 WORLD'S FINEST BIKE KITS AND DESIGN	1137518	April 15, 2002
European Union	Global Motorsport Group, Inc.	HR3 WORLD'S FINEST BIKE KITS AND DESIGN	002660926	April 19, 2002
China	Global Motorsport Group, Inc	REVTECH & DESIGN		May 27, 2002

### **EXHIBIT B**

# U.S. TRADEMARKS AND TRADEMARK APPLICATIONS TRADEMARK REGISTRATIONS

### TRADEMARK PENDING APPLICATIONS

LA:134429.2

ASSIGNMENT OF TRADEMARK SECURITY INTEREST

### EXHIBIT B

### TRADEMARKS

Trademark Report by Mark Country: United States Status: Registered

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	
BULLSKINS CCI AND DESIGN UNITED STATES	31333-3	11/4/19	73/566,831	7/29/1986	1,403,211	REGISTERED	
C.C. RIDER UNITED STATES	31333-9	1/31/19	74/134,936	11/2/1993	1,802,477	REGISTERED	
C.C. RIDER (STYLIZED) UNITED STATES	31333-11	6/27/19	75/126,295	8/19/1997	2,089,057	REGISTERED	
CCI AND DESIGN UNITED STATES	31333-21	6/27/19	75/126,620	10/7/1997	2,102,960	REGISTERED	
CHROME GEAR UNITED STATES	31333-023	12/4/19	75/400,180	10/31/20	2,398,908	REGISTERED	
CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME							
UNITED STATES	31333-025	12/4/19	75/400,187	10/31/20	<u>     2,398,909                                  </u>	REGISTERED	
CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME AND UNITED STATES	31333-24	12/4/19	75/400,159	10/31/20	2,398,907	REGISTERED	
CHROME SPECIALTIES UNITED STATES	13897-5	3/9/199	75/656,598	1/16/2001	2,420,620	REGISTERED	

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	
CHROME SPECIALTIES AND DESIGN UNITED STATES	13897-6	3/9/199	75/656,599	1/30/2001	2,424,534	REGISTERED	
CUSTOM CCI CHROME AND DESIGN UNITED STATES	31333-33	6/27/19	75/126,300	10/28/19	2,108,579	REGISTERED	
CUSTOM CHROME							
UNITED STATES	31333-047	12/18/1	75/033,532	10/12/19	2,284,324	REGISTERED	
UNITED STATES	31333-48	12/18/1	75/975,811	7/15/1997	2,079,468	REGISTERED	
DONNIE SMITH AND DESIGN UNITED STATES	13897-13	5/28/19	75/716,760	11/14/20	2,403,637	REGISTERED	
DYNO POWER UNITED STATES	31333-53	9/30/19	74/208,184	2/9/1993	1,751,177	REGISTERED	
INFERNO UNITED STATES	31333-56	5/21/19	75/712,049	2/19/2002	2,538,897	REGISTERED	
INFERNO DESIGN UNITED STATES	31333-65	3/5/199	75/067,981	3/31/1998	2,147,025	REGISTERED	
JAMMER CYCLE	<del></del>						
PRODUCTS AND DESIGN UNITED STATES	13897-36	9/19/20	76/314,974	1/21/2003	2,676,939	REGISTERED	
JAMMER CYCLE PRODUCTS AND DESIGN (CHILD APP) UNITED STATES	13897-46	9/21/20	78/975,477	9/7/2004	2,883,344	REGISTERED	
JAMMER'S HANDBOOK UNITED STATES	13897-15	10/12/1	75/819,915	2/10/2004	2,813,292	REGISTERED	

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
MIRAGE AND DESIGN UNITED STATES	31333-63	4/26/19	74/382,529	6/3/1997	2,067,403	REGISTERED
MOTOR FACTORY and Design UNITED STATES	13897-14	9/24/19	74/439,869	11/25/19	2,114,906	REGISTERED
MOTORCYCLE STUFF UNITED STATES	58444-2	7/27/20	76/097,911	2/12/2002	2,537,893	REGISTERED
PREMIUM UNITED STATES	31333-69	11/6/19	75/194,024	11/10/19	2,202,492	REGISTERED
REVTECH AND DESIGN UNITED STATES UNITED STATES	31333-79-3 31333-78	6/17/20 5/24/19	78/136,322 74/679,501	3/11/2003 7/23/1996	2,695,952 1,988,321	REGISTERED REGISTERED
UNITED STATES	31333-79	11/6/19	75/193,788	6/2/1998	2,161,448	REGISTERED
SANTEE UNITED STATES	31333-81	2/10/19	75/431,878	1/11/2000	2,306,983	REGISTERED
SANTEE MADE IN U.S.A. AND DESIGN UNITED STATES	31333-115	4/11/20	76/023,642	1/21/2003	2,678,651	REGISTERED
STREETWARE FOR THOSE WHO DARE UNITED STATES	13897-35	5/17/20	78/064,145	4/22/2003	2,710,150	REGISTERED
THE DEALERS EDGE UNITED STATES	31333-084	4/20/19	476,374	3/19/1985	1,325,735	REGISTERED
THE EDGE UNITED STATES	31333-117	6/14/20	76/071,934	5/29/2001	2,455,435	REGISTERED
TOUR EASE UNITED STATES	31333-87	1/17/19			1,596,268	REGISTERED
UNITED STATES	31333-88	6/28/19	75/126,044	10/28/19	2,108,577	REGISTERED
V-TWIN DESIGN UNITED STATES	31333-64	8/16/19	75/151,212	10/20/19	2,198,867	REGISTERED

Trademark Report by Mark Country: United States Status: Pending

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
EGRIP UNITED STATES	31333-144	2/24/20	78/373,486			PENDING
GLOBAL MOTORSPORT GROUP						
UNITED STATES	31333-143	11/5/20	78/323,783			PENDING
GMG UNITED STATES	, 31333-142	11/5/20	78/323,785			PENDING
ONITED STATES	21232-142	1113120	,0,525,,05			
HR3 WORLD'S FINEST BIKE KITS AND DESIGN						
UNITED STATES	31333-126	4/2/200	78/119,013			ALLOWED
MOTOCELL AND DESIGN						
UNITED STATES	31333-141	11/5/20	78/323,764			PENDING
MOTORCYCLE STUFF						
UNITED STATES	58444-7	7/27/20	76/097,910			ALLOWED
SANTEE MADE IN U.S.A. AND DESIGN						
UNITED STATES	31333-125	3/20/20	76/384,969	TOTAL TARRES - Proportion 1 -		ALLOWED

### COPYRIGHTS

### U.S. Copyrights

TITLE OF WORK		FILED	APPL#	REGDT	REG#	STATUS
1993 CUSTOM CHROM UNITED STATES	E CATALOG 31333-97-13	10/28/1	N/A	11/2/1992	TX3,341,302	REGISTERED
1994 CUSTOM CHROM UNITED STATES	IE CATALOG 31333-97-15	10/29/1	N/A	11/8/1993	TX3,658,739	REGISTERED
1995 CUSTOM CHROM UNITED STATES	IE CATALOG 31333-97-20	11/4/19	N/A	11/14/19	TX3,928,566	REGISTERED
1995 WINTER CATALO UNITED STATES	OG 31333-97-23	11/16/1	N/A	11/20/19	TX4,154,631	REGISTERED
1996 CUSTOM CHROM UNITED STATES	IE SPRING CAT. 31333-97-25	ALOG 3/20/19	N/A	3/28/1996	TX4,242,474	REGISTERED
1997 CUSTOM CHRON UNITED STATES	IE SPRING CAT. 31333-97-32	ALOG 3/25/19	N/A	3/28/1997	TX4,507,240	REGISTERED
1998 CUSTOM CHRON UNITED STATES	TE ANNUAL CAT 31333-97-33	ralog 2/25/19	N/A	PENDING	N/A	
1998 CUSTOM CHRON UNITED STATES	IE SUMMER CA 31333-97-34	<b>TALOG</b> 5/3/200	N/A	5/30/2000	TX5,188,355	REGISTERED
1998 CUSTOM CHRON UNITED STATES	ME WINTER CAT 31333-97-35	FALOG 5/3/200	N/A	5/3/2000	TX5,097,756	REGISTERED
1999 CUSTOM CHRON UNITED STATES			_N/A	5/3/2000	TX4,194,469	REGISTERED
1999 CUSTOM CHRON UNITED STATES	ME SPRING CAT 31333-97-37	<b>ALOG</b> 5/2/200	N/A	5/3/2000	TX5,188,369	REGISTERED
1999 CUSTOM CHRON UNITED STATES	ME SUMMER CA 31333-97-38	5/2/200	N/A	5/3/2000	TX5,187,188	REGISTERED
2000 CUSTOM CHRON UNITED STATES	ME ANNUAL CA' 31333-97-39	TALOG (1) 5/2/200	N/A	5/3/2000	TX5,207,188	REGISTERED
2000 CUSTOM CHRO! UNITED STATES	31333-97-40	3/12/20	N/A	3/13/2001	TX5,366,815	REGISTERED
2000 CUSTOM CHROI UNITED STATES	ME SPRING CAT 31333-97-41	'ALOG 5/2/200	N/A	5/3/2000	TX5,182,332	REGISTERED

TITLE OF WORK		FILED	APPL#	REGDT	REG#	STATUS
2001 CUSTOM CHROMI UNITED STATES	E ANNUAL CAT 31333-97-42	ALOG 2/27/20	N/A	2/28/2001	TX5,349,509	REGISTERED
2001 CUSTOM CHROMI UNITED STATES	E SPRING SUPP 31333-97-43	LEMENTAI 3/12/20	CATALOG N/A	3/13/2001	TX5,270,253	REGISTERED
2002 CUSTOM CHROM UNITED STATES	E ANNUAL CAT 31333-97-44	TALOG 11/13/2	N/A	11/13/20	TX5,529,775	REGISTERED
2003 CUSTOM CHROM UNITED STATES	E CATALOG 31333-97-46	9/16/20	TX5,583,285		TX5,583,285	REGISTERED
2004 CUSTOM CHROM UNITED STATES	E ANNUAL CAT 31333-97-47	7ALOG 3/8/200	TX5,946,899	3/8/2004	TX5,946,899	REGISTERED
'96 CUSTOM CHROME UNITED STATES	CATALOG 31333-97-24	11/16/1	N/A	11/20/19	TX4,198,953	REGISTERED
CHRISTMAS CATALO UNITED STATES	G CUSTOM CHI 31333-97-10	ROME 10/28/1	N/A	11/2/1992	TX3,434,816	REGISTERED
CUSTOM CHROME 198 UNITED STATES	85 APPAREL & . 31333-97-1	ACCESSOR 10/31/1	ŒS CATALOG N/A	EUE 8/26/1985	TX1,687,598	REGISTERED
CUSTOM CHROME 19: UNITED STATES	31333-97-3	5/31/19	N/A	6/2/1988	TX2,331,215	REGISTERED
CUSTOM CHROME 19: UNITED STATES	31333-97-4	5/20/19	N/A	5/31/1988	TX2,332,802	REGISTERED
CUSTOM CHROME 19 UNITED STATES	31333-97-5	8/17/19	N/A	8/24/1989	TX3,061,005	REGISTERED
CUSTOM CHROME 19 UNITED STATES	31333-97-7	9/6/199	N/A	9/16/1991	TX3.152,110	REGISTERED
CUSTOM CHROME 19 UNITED STATES	31333-97-8	9/6/199	N/A	9/16/1991	TX3,152,109	REGISTERED
CUSTOM CHROME 19 UNITED STATES	31333-97-11	11/12/1	N/A	11/22/19	TX3,199,134	REGISTERED
CUSTOM CHROME '9' UNITED STATES	31333-97-31	1/8/199	N/A	1/13/1997	TX4,459,059	REGISTERED
CUSTOM CHROME CA UNITED STATES CUSTOM CHROME CI	31333-97-28	3/20/19	N/A	3/28/1996	TX4,253,993	REGISTERED
UNITED STATES  CUSTOM CHROME IN	31333-97-19	11/4/19	N/A	11/14/19	TX3,957,200	REGISTERED
UNITED STATES	31333-97-2	5/20/19	N/A	5/31/1988	TX2,309,001	REGISTERED .

	TITLE OF WORK		FILED	APPL#	REGDT	REG#	STATUS				
	CUSTOM CHROME JUNE '94 CATALOG UPDATE										
	UNITED STATES	31333-97-18	8/31/19	N/A	9/9/1994	TX3,887,356	REGISTERED				
	CUSTOM CHROME N	EW STUFF 93									
	UNITED STATES	31333-97-14	5/14/19	N/A	5/25/1993	TX3,558,631	REGISTERED				
	CUSTOM CHROME NEW STUFF FOR '92										
	UNITED STATES	31333-97-9	4/6/199	N/A	5/13/1992	TX3,305,029	REGISTERED				
	CUSTOM CHROME S	UMMER '96 CAT	'ALOG								
	UNITED STATES	31333-97-26	1/8/199	N/A	1/31/1997	TX4,457,831	REGISTERED				
	CUSTOM CHROME U	PDATE									
	UNITED STATES	31333-97-6	9/6/199	N/A	9/16/1991	TX3,151,143	REGISTERED				
	CUSTOM CHROME V	VINTER '96 CAT.	ALOG								
	UNITED STATES	31333-97-27	1/8/199	N/A	1/13/1997	TX4,459,179	REGISTERED				
	FEBRUARY '94 CATA	LOG UPDATE									
	UNITED STATES	31333-97-16	5/17/19	N/A	5/17/1994	TX3,825,381	REGISTERED				
•	INFERNO										
	UNITED STATES	31333-97-29	3/13/19	N/A	3/21/1996	VA783,631	REGISTERED				
	UNITED STATES	31333-97-17	6/24/19	N/A	7/18/1994	TX3,859,989	REGISTERED				
	REVIECH WHEELS,	AS SHOWN AND	DESCRIBE	D ON PAGES	392, 394 &						
	UNITED STATES	31333-97-12	3/9/199	N/A	3/9/1992	TX3,372,669	REGISTERED				
	SPRING '95 CATALO	G UPDATE									
	UNITED STATES	31333-97-21	3/14/19	N/A	3/24/1995	TX4,021,487	REGISTERED				
	STYLIZED DRAWING OF V-TWIN ENGINE										
	UNITED STATES	31333-97-30	7/3/199	N/A	8/19/1996	VA809,763	REGISTERED				
	SUMMER '95 CATALOG UPDATE										
	- UNITED STATES	31333-97-22	8/23/19	N/A	975/1995	TX4,120,857	REGISTERED				

**RECORDED: 02/25/2005**