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
[X] Corporation Delaware
[ ] Other
Additional name(s) of conveying party(ies) attached? [ ] Yes [X] No

2. Name and address of receiving party(ies)
Name: Harris Trust and Savings Bank, as administrative agent
Internal Address:
Street Address: 111 West Monroe Street
City: Chicago State: IL ZIP: 60603
[ ] Individual(s) citizenship
[ ] Association
[ ] General Partnership
[ ] Limited Partnership
[X] 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 assignment)
Additional names(s) & address(s) attached? [ ] Yes [X] No

3. Nature of conveyance:
[ ] Assignment [ ] Merger
[X] Security Agreement [ ] Change of Name
[ ] Other
Execution Date: December 3, 2004

4. Application number(s) or trademark number(s):
A. Trademark Application No.(s)
78/444,622
78/444,642
B. Trademark Registration No.(s)
Additional numbers attached? [ ] Yes [X] 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: 2

7. Total fee (37 CFR 3.41) .....$ 65.00
[ ] Enclosed
[X] 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 — Name of Person Signing
Signature
February 15, 2005 — Date
Total number of pages including cover sheet, attachments, and document: 5

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

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1599976

CH $65.00 500305 78444622

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 _____
Name: John 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-1

TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

78/444,622	1-Jul-04
78/444,642	1-Jul-04