

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Westin Automotive Products, Inc.		03/31/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Fleet Capital Corporation
Street Address:	335 Madison Avenue
City:	NEW YORK CITY
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: RHODE ISLAND

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1977357	WESTIN
Registration Number:	1085290	TUFF-BAR
Registration Number:	1950620	SURESTEP
Registration Number:	1957347	QUAD TUBE
Registration Number:	1948422	DIAMONDDSTEP
Registration Number:	1950621	CONTOUR
Registration Number:	2407752	WEDGESTONE AUTOMOTIVE CORP
Registration Number:	1520784	FEY

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2027216405
 Email: christine.wilson@t-t.com
 Correspondent Name: Christine Wilson
 Address Line 1: 1750 K Street, NW

CH \$215.00 1977357

Address Line 2: Suite 200
Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	05/23/2005

Total Attachments: 13

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of the 31st day of March, 2005 by and between WESTIN AUTOMOTIVE PRODUCTS, INC., a Delaware corporation ("Grantor") formerly-known-as Wedgestone Corporation, and FLEET CAPITAL CORPORATION ("Lender").

Background

Grantor and Lender are parties to a certain Loan and Security Agreement of even date herewith between Borrower and Lender (as amended, modified, renewed, extended, replaced, restated or substituted from time to time, the "Loan Agreement") and the other Loan Documents (as defined therein), which Loan Documents provide, *inter alia* (i) for Lender to, from time to time, extend credit to or for the account of Grantor and (ii) for the grant by Grantor to Lender of a security interest all of Grantor's existing and future general intangibles and other assets, including, without limitation, its trademarks and trademark applications.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein, all capitalized terms shall have the respective meanings given to such terms in the Loan Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Lender, and hereby reaffirms its grant pursuant to the Loan Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications registered/filed with the United States Patent and Trademark Office listed on Schedule A attached hereto and made a part hereof, and all renewals thereof, and all income, fees, royalties, damages and payments now or hereafter due or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are sometimes hereinafter individually or collectively referred to as the "Trademarks"); and all rights corresponding to any of the foregoing throughout the world and the goodwill of the Grantor's business connected with the use of and symbolized by the Trademarks; and all proceeds of any of the foregoing.

3. Warranties and Representations. Grantor warrants and represents to Lender that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any Liens, including without limitation, shop rights and covenants by Grantor not to sue third persons, except for Permitted Liens;

(iii) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Grantor has the unqualified right and power to execute and deliver this Agreement and perform its terms, and has taken all necessary corporate actions to authorize such execution, delivery and performance. This Agreement constitutes the valid and binding obligation of Grantor enforceable against Grantor in accordance with its terms. The execution, delivery and performance hereof will not violate any provision of Grantor's articles of incorporation, by-laws or equivalent or similar corporate governance documents, or any agreement to which Grantor is a party or by which Grantor's property is bound. No consent or approval of, or filing or registration with, any governmental authority is necessary for the execution and performance hereof by Grantor.

4. Restrictions on Future Agreements. Grantor agrees that until the Obligations shall have been satisfied in full and the Loan Agreement and the other Loan Documents and any obligation or commitment of Lender to make loans or advances thereunder shall have been terminated, Grantor shall not sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Lender under this Agreement.

5. New Trademarks. Grantor represents and warrants that, based on a diligent investigation by Grantor, (i) the Trademarks listed on Schedule A constitute all of the United States federally registered Trademarks, and United States federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Grantor and (ii) Grantor does not own any foreign registered Trademarks or foreign applications for registration of Trademarks. If, before the Obligations shall have been satisfied in full and any obligation or commitment of Lender to make loans or advance thereunder have been terminated, Grantor shall (a) become aware of any existing Trademarks of which Grantor has not previously informed Lender, or (b) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Lender prompt written notice thereof, along with an amended Schedule A. Grantor hereby authorizes Lender to modify this Agreement by amending Schedule A by replacing it with any such amended schedule provided by Grantor under the provisions of this paragraph.

6. Term. The term of this Agreement shall extend until the payment in full of the Obligations and the termination of the Loan Agreement and the other Loan Documents and any obligation or commitment of Lender to make loans or advances thereunder. Grantor agrees that

upon the occurrence and during the continuance of an Event of Default, Grantor shall be deemed to have granted a non-exclusive license to Lender to use the Trademarks in the exercise by Lender of its rights as a secured creditor with respect to Grantor's tangible property and the use by Lender of all Trademarks pursuant to such deemed license shall be without any liability for royalties or other related charges from Lender to Grantor.

7. Product Quality. Grantor agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees that Lender, or a conservator appointed by Lender, shall have the right to establish such additional product quality controls as Lender, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

8. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Grantor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to or in enforcing Lender's rights as a secured creditor in the Trademarks shall be borne by and paid by Grantor and until paid shall constitute Obligations.

9. Duties of Grantor. Grantor shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until the Obligations shall have been paid in full and the Loan Agreement and the other Loan Documents and any obligation or commitment of Lender to make loans or advances thereunder have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with the Obligations under this Section shall be borne by Grantor.

10. Lender's Right to Sue. After the occurrence and during the continuance of an Event of Default, Lender shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Lender shall commence any such suit in the exercise of its sole discretion, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Lender for all costs and expenses incurred by Lender in the exercise of its rights under this Section.

11. Waivers. No course of dealing between Grantor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in **Section 5** hereof or by a writing signed by the parties hereto

14. Cumulative Remedies; Power of Attorney; Etc. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the other Loan Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby appoints Lender, and appoints any officer or agent of Lender as Lender may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power, exercisable upon the occurrence of an Event of Default, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Lender deems to be in the best interest of Lender in order to carry out the terms hereof and enforce and protect Lender's rights hereunder, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, including, without limitation, pursuant to a Trademark Assignment(s) in the form attached hereto as Exhibit I. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until the Obligations shall have been paid in full and the Loan Agreement and the other Loan Documents and any obligation or commitment of Lender to make loans or advances thereunder have been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement and the other Loan Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the State of New York.

15. Successors and Assigns. This Agreement shall (a) be legally binding upon Grantor, its successors and assigns, provided that Grantor's obligations hereunder may not be delegated or assigned without Lender's prior written consent and (b) benefit any and all of Lender's successors and assigns.

16. Entire Agreement. This Agreement embodies the whole agreement and understanding of the parties hereto relative to the subject matter hereof.

17. **GOVERNING LAW; CONSENT TO FORUM.** THIS AGREEMENT SHALL BE DEEMED TO HAVE BEEN NEGOTIATED AND DELIVERED AND MADE IN NEW YORK, NEW YORK. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. AS PART OF THE CONSIDERATION FOR NEW

VALUE RECEIVED, AND REGARDLESS OF ANY PRESENT OR FUTURE DOMICILE OR PRINCIPAL PLACE OF BUSINESS OF GRANTOR OR LENDER, GRANTOR HEREBY CONSENTS AND AGREES THAT THE STATE COURTS OF NEW YORK SITTING IN NEW YORK COUNTY, OR, AT LENDER'S OPTION, THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES BETWEEN GRANTOR AND LENDER PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATED TO THIS AGREEMENT. GRANTOR EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR SUIT COMMENCED IN ANY SUCH COURT, AND GRANTOR HEREBY WAIVES ANY OBJECTION WHICH GRANTOR MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION, IMPROPER VENUE OR FORUM NON CONVENIENS AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. GRANTOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINT AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO GRANTOR AT THE ADDRESS SET FORTH IN THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF GRANTOR'S ACTUAL RECEIPT THEREOF OR THREE (3) DAYS AFTER DEPOSIT IN THE U.S. MAILED, PROPER POSTAGE PREPAID. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR THE TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

18. WAIVERS BY GRANTOR. GRANTOR WAIVES (i) THE RIGHT TO TRIAL BY JURY (WHICH LENDER HEREBY ALSO WAIVES) IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO ANY OF THE LOAN DOCUMENTS, THE OBLIGATIONS OR THE PLEDGED COLLATERAL; AND (ii) EXCEPT AS PROHIBITED BY LAW, ANY RIGHT TO CLAIM OR RECOVER ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. GRANTOR ACKNOWLEDGES THAT THE FOREGOING WAIVERS ARE A MATERIAL INDUCEMENT TO LENDER'S ENTERING INTO THE LOAN AGREEMENT AND THAT LENDER IS RELYING UPON THE FOREGOING WAIVERS IN ITS FUTURE DEALINGS WITH BORROWER. GRANTOR WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THE FOREGOING WAIVERS WITH ITS LEGAL COUNSEL AND HAS KNOWINGLY AND VOLUNTARILY WAIVED ITS JURY TRIAL RIGHTS FOLLOWING

CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

19. Notices. All notices, requests and demands to or upon a party hereto, to be effective, shall be in writing and shall be sent in accordance with the terms of the Loan Agreement.

20. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions that they precede.

21. Further Assurances. Grantor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Lender shall reasonably request from time to time in order to carry out the purpose of this Agreement and agreements set forth herein. Grantor hereby authorizes Lender to file UCC-1 financing statements (and all appropriate continuations and amendments thereto) against Grantor describing the Trademarks (including a description of "all trademarks" or "all general intangibles") from time to time in such jurisdictions as Lender may deem necessary, desirable or prudent to protect and perfect Lender's security interest in the Trademarks.

22. Survival of Representations. All representations and warranties of Grantor contained in this Agreement shall survive the execution and delivery of this Agreement and shall be made on the date of each borrowing under the Loan Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, and intending to be legally bound, Grantor has duly executed this Agreement as of the date first written above.

WESTIN AUTOMOTIVE PRODUCTS, INC., as
Grantor

By:



Eric H. Lee, Chief Financial Officer

Agreed and Accepted
As of the Date First Written Above

FLEET CAPITAL CORPORATION, as Lender

By:

Adam Seiden, VP-Loan Officer


IN WITNESS WHEREOF, and intending to be legally bound, Grantor has duly executed this Agreement as of the date first written above.

WESTIN AUTOMOTIVE PRODUCTS, INC., as
Grantor

By: _____
Eric H. Lee, Chief Financial Officer

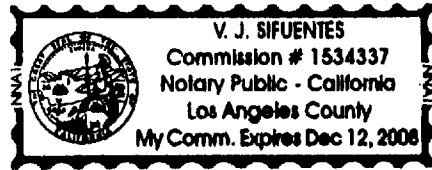
Agreed and Accepted
As of the Date First Written Above

FLEET CAPITAL CORPORATION, as Lender

By: 
Adam Seiden, VP-Loan Officer

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) SS
COUNTY OF Los Angeles)



I, V. J. Sifuentes, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Eric H. Lee, the Chief Financial Officer of WESTIN AUTOMOTIVE PRODUCTS, INC., personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 12 day of April, 2005.

V. J. Sifuentes
Notary Public

My Commission Expires:

12-12-08

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
Westin	1,977,357	5/28/96
TUFF BAR	1,085,290	1/29/98
Surstep	1,950,620	1/23/96
Quad Tube	1,957,347	2/20/96
Diamondstep	1,948,422	1/16/96
Contour	1,950,621	1/23/96
Wedgestone Automotive Corp	2,407,752	11/28/00
Fey	1,520,784	1/17/89

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
NONE		

EXHIBIT I

TRADEMARK ASSIGNMENT

WHEREAS, WESTIN AUTOMOTIVE PRODUCTS, INC., a Delaware corporation ("Grantor") is the registered owner of: (i) the trademarks, servicemarks and tradenames, described and claimed therein set forth on Schedule A hereto (hereinafter referred to collectively as the "Trademarks"); and (ii) the applications for trademarks, servicemarks and tradenames described and claimed therein set forth on Schedule A hereto and any trademarks, servicemarks and tradenames which may be issued upon any of said applications (hereinafter referred to collectively as the "Applications"), which are registered with the United States Patent and Trademark Office.

WHEREAS, in conjunction with the Trademarks and Applications, Grantor may use or adopt any reissues, extensions, divisions or continuations of the Trademarks or Applications (such reissues, extension, divisions and continuations being herein referred to collectively as the "Reissued Trademarks"); may be entitled to all future royalties or other fees paid or payments made to Grantor in respect of the Trademarks (hereinafter referred to collectively as the "Royalties"), (the Trademarks, Applications and the Reissued Trademarks and the Royalties being herein referred to collectively as the "Trademark Rights") and may be entitled to profits and damages for past and future infringements of the Trademark Rights (such rights, interest, claims and demand being herein called the "Trademark Claims") (the Trademarks Rights and Trademark Claims are collectively referred to as the "Trademark Collateral").

WHEREAS, _____ ("Grantee") having a place of business at _____ is desirous of acquiring said Trademarks Collateral;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademark Collateral and all proceeds thereof and all goodwill associated therewith. No rights or duties of any kind are intended to be granted or conferred upon Grantee unless and until this Trademark Assignment is recorded with the United States Patent and Trademark Office.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ___ day of _____, _____.

WESTIN AUTOMOTIVE PRODUCTS, INC.

By: _____
As Attorney-in-fact

SCHEDULE A TO TRADEMARK ASSIGNMENT

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TRADEMARK
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