



12/21/04

12-27-2004

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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RECORDATION FORM C
TRADEMARK



102913300

IMERCE
ark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Antares Capital Corporation, as Agent

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Trademark Release & Reassignment.

Execution Date: 12/17/2004

2. Name and address of receiving party(ies)

Name: Motorsport Aftermarket Group, Inc.

Internal

Address: 2146 Michelson Drive, Suite B

Street Address: _____

City: Irvine State: CA Zip: 92612

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State Delaware Corporation
☐ 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 name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) SEE SCHEDULE I

B. Trademark Registration No.(s) SEE SCHEDULE I

Additional number(s) attached ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Tina Qualls

Internal Address: _____

Corporation Service Company

Street Address: _____

1133 Avenue of the Americas

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90⁰⁰

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

James P. Murphy

Name of Person Signing

James P. Murphy
Signature

December 20, 2004

Date

Total number of pages including cover sheet, attachments, and document: 6

12/23/2004 6TOW11 00000059 1900355

01 FC:6521
02 FC:6522

40.00 DP
50.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 003096 FRAME: 0131

TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 17, 2004, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

WITNESSETH:

WHEREAS, Agent and Motorsport Aftermarket Group, Inc., a Delaware corporation ("MAG"), are parties to that certain Trademark Security Agreement dated as of June 12, 2002 (the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Security Agreement), pursuant to which MAG granted a security interest to Agent in, and a collateral assignment to Agent of, among other things, the Released Trademarks (as such term is defined below) as security for certain obligations owing by MAG and certain of its affiliates to the financial institutions (collectively, the "Lenders") from time to time party to that certain Credit Agreement dated as of June 12, 2002, as amended, restated, supplemented or otherwise modified from time to time, by and among MAG, Progressive Suspension, Inc., a California corporation ("Progressive"), White Brothers Performance Products, Inc., a California corporation ("WBPP"), J&P Cycles, Inc., an Iowa corporation ("J&P"), Kuryakyn Holdings, Inc., a Wisconsin corporation ("Kuryakyn"), and V&H Performance, Inc., a California corporation ("V&H"; WBPP, MAG, Kuryakyn, J&P, Progressive and V&H are referred to herein each individually as a "Borrower" and collectively as the "Borrowers"), MAG, in its capacity as borrowing agent and funds administrator (in such capacity, the "Funds Administrator"), Agent and the Lenders; and

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 12, 2002, at Reel 002542, Frame 0418; and

WHEREAS, MAG has requested that Agent release its security interest in the Released Trademarks and reassign the same to MAG.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged:

1. Agent hereby releases its security interest in all of MAG's right, title and interest in and to all of the following:

(a) each Trademark, Trademark registration and Trademark application (other than Trademark applications based on an "intent-to-use" the marks), including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto (collectively, the "Released Trademarks"), and all of the goodwill of the business connected with the use of, and symbolized by, each Released Trademark;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

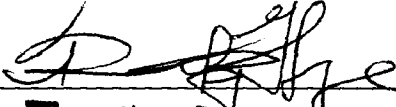
(3) all products and proceeds of the foregoing, including, without limitation, any claim by MAG against third parties for past, present or future (a) infringement or dilution of any Released Trademark and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Released Trademark or Trademark licensed under any Trademark license.

2. Agent hereby reassigns, grants and conveys to MAG, without any representation, recourse or undertaking by Agent, all of Agent's right, title and interest in and to the Released Trademarks, and the goodwill of MAG's business connected with the use of and symbolized by the Released Trademarks.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Agent has caused this Trademark Release and Reassignment to be duly executed by its duly authorized officer as of the day and year first above written.

ANTARES CAPITAL CORPORATION, a
Delaware corporation, as Agent

By: 
Name: Timothy G. Lyne
Title: Director

BORROWER:

Motorsport Aftermarket Group, Inc.

Schedule 1

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
"Porker Pipes"	1,900,355	June 20, 1995
"E-Series"	2,295,104	November 30, 1999

FOREIGN TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
None		

U.S. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>DATE</u>
"R4"	76/160273	November 6, 2001

FOREIGN TRADEMARK APPLICATIONS

<u>MARK</u>	<u>APP. NO.</u>	<u>DATE</u>
None		

TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
Patent and Trademark License Agreement	MAG and WBPP	December 8, 2000
License Agreement	MAG and V&H	June 12, 2002

BORROWER:

Motorsport Aftermarket Group, Inc.

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