

12/21/04

12-27-2004



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM CC TRADEMARKS

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Tab settings

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 (checked), Other

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

2. Name and address of receiving party(ies)

Name: White Brothers Performance Internal Address: Products, Inc.

Street Address: 24845 Corbit Place City: Yorba Linda State: CA Zip: 92887

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State (checked), California Corporation, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (No checked)

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other (checked), Trademark Release & Reassignment

Execution Date: 12/17/2004

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 (Yes checked)

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: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed (checked), 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

Signature (handwritten)

December 20, 2004 Date

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

12/23/2004 6TOM11 00000063 2326937

01 FC:0521 02 FC:0522

40.00 OP 25.00 OP

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

**U.S. TRADEMARK REGISTRATIONS**

<b><u>MARK</u></b>	<b><u>REG. NO.</u></b>	<b><u>DATE</u></b>
"White Brothers"	2,326,937	March 7, 2000
"Porker"	1,900,357	June 20, 1995

**FOREIGN TRADEMARK REGISTRATIONS**

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

**U.S. TRADEMARK APPLICATIONS**

<b><u>MARK</u></b>	<b><u>APP. NO.</u></b>	<b><u>DATE</u></b>
"WHITE BROTHERS"	75/153,969	August 21, 1996

**FOREIGN TRADEMARK APPLICATIONS**

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

**TRADEMARK LICENSES**

<b><u>Name of Agreement</u></b>	<b><u>Parties</u></b>	<b><u>Date of Agreement</u></b>
Patent and Trademark License Agreement	MAG and WBPP	December 8, 2000
Trademark License Agreement	WBPP, as licensor, and EKO Sport, Inc., as licensee	August 28, 2001

## TRADEMARK RELEASE AND REASSIGNMENT

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of December 11, 2004, by ANTARES CAPITAL CORPORATION, a Delaware corporation, as Agent ("Agent").

### WITNESSETH:

WHEREAS, Agent and White Brothers Performance Products, Inc., a California corporation ("WBPP"), 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 WBPP 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 WBPP 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 WBPP, Motorsport Aftermarket Group, Inc., a Delaware corporation ("MAG"), Kuryakyn Holding, Inc., a Wisconsin corporation ("Kuryakyn"), J&P Cycles, Inc., an Iowa corporation ("J&P"), Progressive Suspension, Inc., a California corporation ("Progressive"), 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 2, 2002, at Reel 002536, Frame 0387; and

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

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 WBPP'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

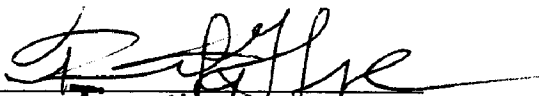
(3) all products and proceeds of the foregoing, including, without limitation, any claim by WBPP against third parties for past, present or future (a) infringement or dilution of any Released Trademark and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with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

2. Agent hereby reassigns, grants and conveys to WBPP, 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 WBPP'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