

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weld Racing, Inc.		10/25/2004	CORPORATION: MISSOURI
Weld Distribution, Inc.		10/25/2004	CORPORATION: MISSOURI

RECEIVING PARTY DATA

Name:	PNC Bank
Street Address:	One South Wacker Drive
Internal Address:	Suite 2980
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2166255	WELDWHEELS
Registration Number:	2086419	WELDWHEELS
Registration Number:	2008430	WELD RACING
Registration Number:	2003222	WELD RACING
Registration Number:	2000079	WELD RACING
Registration Number:	2888343	EVO
Registration Number:	2797979	AUTOFOCUS
Registration Number:	2537153	ACCU-LOC
Registration Number:	1872408	RODLITE
Registration Number:	2714419	STONECRUSHER
Registration Number:	2226933	WELD EVO
Serial Number:	75623218	F1 FORGED TRUCK

CH \$315.00 2166255

CORRESPONDENCE DATA

Fax Number: (312)609-5005
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-609-7838
Email: tsettle@vedderprice.com
Correspondent Name: Vedder Price Kaufman Kammholz, P.C.
Address Line 1: 222 North LaSalle Street
Address Line 4: Chicago, ILLINOIS 60601

NAME OF SUBMITTER:	Tammy S. Settle
Signature:	/tsettle/
Date:	06/29/2005

Total Attachments: 9
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (the "Security Agreement") is made as of this 25th day of October, 2004 by Weld Racing, Inc., a Missouri corporation ("**Weld Racing**"), and Weld Distribution, Inc., a Missouri corporation ("**Weld Distribution**"; and together with Weld Racing, collectively, the "**Borrowers**" and each, individually, a "**Borrower**") in favor of PNC Bank, National Association ("**PNC**"), as agent for the Lenders referred to below (PNC, in such capacity "**Agent**").

W I T N E S S E T H:

WHEREAS, Weld Racing, Agent, and certain financial institutions from time to time ("**Lenders**"), are party to a certain Revolving Credit, Term Loan, Equipment Loan and Security Agreement (as amended, amended and restated or otherwise modified from time to time, the "**Original Loan Agreement**") dated as of June 18, 1999, as amended and restated by that certain Amended and Restated Revolving Credit, Term Loan, Equipment Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**"), and other related loan documents of even date herewith (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Loan Documents**"), which Loan Documents provide, among other things, (i) for Lenders to, from time to time, extend credit to or for the account of Borrowers and (ii) for the grant by Borrowers to Agent, for the benefit of the Lenders, of a security interest in substantially all of Borrowers' assets, including, without limitation, its trademarks and trademark applications;

WHEREAS, the obligations of Weld Racing under the Original Loan Agreement were secured by that certain Trademark Security Agreement, dated as of June 18, 1999, among the Weld Racing and Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Original Trademark Security Agreement**");

WHEREAS, the Borrowers have requested, and the Agent and Lenders have agreed, to amend and restate the Original Loan Agreement in accordance with the terms of the Loan Agreement;

WHEREAS, in order to secure all of Borrowers' Obligations (as such term is defined in the Loan Documents), the Lenders and Agent have required Borrowers to execute this Security Agreement in favor of Agent;

WHEREAS, as a condition to the effectiveness of the Loan Agreement, the Borrowers have agreed to enter into this Security Agreement which (i) reaffirms the Weld Racing's grant of a valid, enforceable first priority security interest in all of the Weld Racing's Trademarks (as defined below), pursuant to the Original Trademark Security Agreement, (ii) amends and restates in its entirety the Original Trademark Security Agreement and (iii) further pledges to the Agent a first priority security interest in all of the Borrowers' Trademarks (as defined below) in order to secure the Borrowers' Obligations under the Loan Agreement and any other Loan Document.

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, Borrower agrees as follows:

1. Incorporation of Loan Documents. The Loan Documents and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as 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, Borrowers hereby grant to Agent, and Weld Racing hereby reaffirms its prior grant pursuant to the Loan Documents of, a continuing security interest in Weld Racing'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 listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/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 and/or collectively referred to as the "**Trademarks**"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Each Borrower warrants and represents 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) such Borrower, except as indicated on Exhibit A, 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, charges and encumbrances, including without limitation, shop rights and covenants by such Borrower not to sue third persons;

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

(iv) such Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Each Borrower agrees that until the Obligations shall have been satisfied in full and the Loan Documents shall have been terminated, such Borrower shall not, without the prior written consent of Agent, 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 Agent under this Security Agreement.

5. New Trademarks. Each Borrower represents and warrants that, based on a diligent investigation by such Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and 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 such Borrower. If, before the Obligations shall have been satisfied in full or before the Loan Documents have been terminated, each Borrower shall (i) become aware of any existing Trademarks of which such Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and such Borrower shall give to Agent prompt written notice thereof. Following the delivery of such notice, each Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Royalties; Terms. The term of this Security Agreement shall extend until the earlier of (i) the expiration of each of the Trademarks, and (ii) the payment in full of the Obligations and the termination of the Loan Documents. Each Borrower agrees that upon the occurrence and during the continuation of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to such Borrower.

7. Product Quality. Borrowers agree 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 continuation of an Event of Default, Borrowers agree that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks.

8. Release of Security Interest. This Security Agreement is made for collateral purposes only. Upon payment in full of the Obligations and termination of the Loan Documents, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby and pursuant to the Loan Documents.

9. Reinstatement. If at any time all or any part of any payment applied by Agent to any of the Obligations is or must be rescinded or returned by Lender for any reason whatsoever (including the insolvency, bankruptcy, reorganization or assignment for the benefit of creditors of any Borrower or any other Obligor), such Obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Agent, and this Agreement shall continue to be effective or be reinstated, as the case may be, as to such Obligations, all as though such application by Agent had not been made.

10. Expenses. All reasonable expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrowers. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent 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 the Trademarks shall be borne by and paid by Borrowers and until paid shall constitute Obligations.

11. Duties of Borrowers. Each Borrower 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 Documents have been terminated, provided however, that such Borrower may discontinue prosecution of any application and abandon any trademark which such Borrower reasonably determines have no commercial value, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iv) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any reasonable expenses incurred in connection with the Obligations under this Section 11 shall be borne by such Borrower.

12. Agent's Right to Sue. During the continuation of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, each Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and such Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Borrowers and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the 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.

14. Severability. The provisions of this Security 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 Security Agreement in any jurisdiction.

15. Modification. This Security 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.

16. Cumulative Remedies; Power of Attorney; Effect on Loan Documents. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be

exercised singularly or concurrently. Each Borrower hereby authorizes Agent upon the occurrence and during the continuation of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as such Borrower's true and lawful attorney-in-fact, with power to (i) endorse such Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, 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. Each Borrower 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 Documents have been terminated. Each Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Loan Documents but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the 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 Illinois.

17. Binding Effect; Benefits. This Security Agreement shall be binding upon each Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, its successors, nominees and assigns.

18. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

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

20. Further Assurances. Each Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

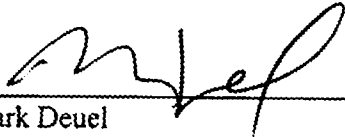
21. Survival of Representations. All representations and warranties of Borrowers contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Loan Documents.

22. Reaffirmation. This Security Agreement shall constitute an amendment, restatement and/or reaffirmation, but not an extinguishment or termination, of the pledge and grant of a first priority security interest in the Trademarks and the covenants and obligations under the Original Trademark Security Agreement. Borrowers confirm and agree that the security interests granted under the Original Trademark Security Agreement are continued hereby.

[signatures follow]


IN WITNESS WHEREOF, each Borrower has duly executed this Security Agreement as of the date first written above.

WELD RACING, INC.,
a Missouri corporation

By: 

Mark Deuel
Secretary


WELD DISTRIBUTION, INC.,
a Missouri corporation

By: 

Mark Deuel
Secretary

Agreed and Accepted
As of the Date First Written Above

PNC BANK, NATIONAL ASSOCIATION,
as Agent

By: 

Vice President

CHICAGO#1285568

SCHEDULE A/EXHIBIT A

(See Attached)

TRADEMARK

REEL: 003112 FRAME: 0955

SCHEDULE A

Weld Racing, Inc.

Trademark Registrations

MARK	REGISTRATION NO.
WELDWHEELS	2,166,255
WELDWHEELS	2,086,419
WELD RACING	2,008,430
WELD RACING	2,003,222
WELD RACING	2,000,079
EVO	2,888,343
AUTOFOCUS	2,797,979
ACCU-LOC	2,537,153
RODLITE	1,872,408
STONECRUSHER	2,714,419
WELD EVO	2,226,933

PENDING TRADEMARK APPLICATIONS

MARK	APPLICATION NO.
FI FORGED TRUCK	75/623,218