

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
A.R.E. Accessories, LLC		08/19/2005	limited liability company: DELAWARE

RECEIVING PARTY DATA

Name:	National City Bank of the Midwest
Street Address:	1001 South Worth Street
City:	Birmingham
State/Country:	MICHIGAN
Postal Code:	48009
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	78585440	
Serial Number:	78585424	
Serial Number:	78576707	A.R.E.
Serial Number:	78576734	LSII SERIES
Serial Number:	78576772	DCU SERIES
Serial Number:	78576724	THE TOP LINE FOR YOUR TRUCK
Serial Number:	78576758	CX SERIES
Serial Number:	78576752	MX SERIES
Serial Number:	78576744	Z SERIES
Serial Number:	78576716	LSX SERIES
Registration Number:	2275483	MPULSE
Registration Number:	1681606	A.R.E.

CORRESPONDENCE DATA

**TRADEMARK
 REEL: 003146 FRAME: 0884**

CH \$315.00 78585440

Fax Number: (202)659-1559
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (202) 659 - 6944
Email: MBergsman@dickinsonwright.com
Correspondent Name: Marc A. Bergsman
Address Line 1: Dickinson Wright PLLC
Address Line 2: 1901 L Street, N.W., Suite 800
Address Line 4: Washington, DISTRICT OF COLUMBIA 20036

NAME OF SUBMITTER:	Marc A. Bergsman
Signature:	/Marc A. Bergsman/
Date:	08/25/2005

Total Attachments: 19

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT, dated as of August 19, 2005 (this "*Agreement*"), is made by A.R.E. Accessories, LLC, a Delaware limited liability company, whose address is 400 Nave Road S.E., P.O. Box 1100, Massillon, Ohio 44648 (the "*Borrower*"), in favor of National City Bank of the Midwest ("*Lender*").

RECITALS

A. Lender and Borrower have entered into a Credit Agreement dated on or about the date of this Agreement (as may be amended, supplemented, extended, restated, or otherwise modified from time to time, including any agreement entered into in substitution therefor, the "*Credit Agreement*"). Terms used but not defined in this Agreement have the same meaning as in the Credit Agreement or, if undefined in the Credit Agreement, as in Article 9 of the Uniform Commercial Code in the State of Michigan in effect from time to time (the "*UCC*"). References to the Loan Documents mean the Loan Documents as may be amended or restated from time to time.

B. Under the Credit Agreement Borrower agreed to grant to Lender and its Affiliates a first-priority security interest in and to the Collateral to secure the Secured Obligations.

Accordingly, the parties agree as follows:

AGREEMENT

To secure the payment and performance of the Secured Obligations, Borrower grants, assigns, and transfers to Lender a security interest in and to the Collateral.

"*Secured Obligations*" means (a) all obligations of Borrower or any Subsidiary now or hereafter owing to Lender or its Affiliates under or on account of the Credit Agreement, any other Loan Document, or any other agreements, any letters of credit (including the Letters of Credit), notes, or other instruments issued to Lender or its Affiliates in connection with the Credit Agreement, (b) the performance of the covenants under the Credit Agreement and the other Loan Documents and any monies expended by Lender or any of its Affiliates in connection therewith, including without limitation any amounts that Lender or any of its Affiliates may advance or spend to maintain or preserve the Collateral or in connection with preparing, administering, collecting, or enforcing any of the Loan Documents, (c) the prompt and complete payment of all obligations and performance of all covenants of Borrower under any interest rate or currency swap agreements or other swap agreements with Lender or any of its Affiliates, and (d) the prompt and complete payment of any and all other indebtedness, obligations and liabilities of any kind of Borrower or any Subsidiary to Lender and its Affiliates, including the Secured Obligations as defined in the Credit Agreement, in all cases, of any kind or nature, howsoever created or evidenced and whether now or hereafter existing, direct or indirect (including without limitation any participation interest acquired by Lender in any such indebtedness, obligations or liabilities of Borrower or any Subsidiary to any other person), absolute or contingent, joint, several, joint and several, secured or unsecured, arising by operation of law or otherwise, and whether incurred by Borrower or any Subsidiary as principal, surety, endorser, guarantor, accommodation party or otherwise, including without limitation all

principal and all interest (including any interest accruing subsequent to any petition filed by or against Borrower or any Subsidiary under the U.S. Bankruptcy Code), indemnity and reimbursement obligations, charges, expenses, fees, attorneys' fees and disbursements and any other amounts owing thereunder. All of the documents, agreements and instruments among Borrower, its Subsidiaries, Lender, Lender's Affiliates, or any of them, evidencing or securing the repayment of, or otherwise pertaining to, the Secured Obligations including without limitation the Credit Agreement, the Notes, and the other Loan Documents are referred to collectively as the "**Operative Documents**".

"**Collateral**" means the following personal property whether now owned or existing or hereafter acquired or arising and wherever located:

(a) All of Borrower's present and future Accounts, Documents, Instruments, Investment Property, General Intangibles (including Payment Intangibles and Software), Deposit Accounts, Letter-of-Credit Rights and Chattel Paper, including, but without limitation, all Supporting Obligations and all monies and claims for money due or to become due to Borrower and security held or granted to Borrower.

(b) All of Borrower's Equipment, Farm Products, and Fixtures, whether used by Borrower or any other person, or leased by Borrower to any person and whether the interest of Company is as owner, lessee, or otherwise.

(c) All of Borrower's Inventory of every type, wherever located, including but not limited to raw materials, work in process, finished goods and all inventory that is available for leasing or leased to others by Borrower.

(d) All of Borrower's trademarks, tradenames, service marks, patents, industrial designs, masks, trade names, trade secrets, copyrights, franchises, customer lists, service marks, computer programs, software, tax refund claims, licenses and permits, and the good will associated therewith and all federal, state, foreign and other applications and registrations therefor, all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof now or hereafter in effect, all income, license royalties, damages and payments now and hereafter due or payable under and with respect thereto, including, without limitation, any damages, proceeds or payments for past or future infringements thereof and all income, royalties, damages and payments under all licenses thereof, the right to sue for past, present and future infringements thereof, all right, title and interest of Borrower as licensor under any of the foregoing whether now owned and existing or hereafter arising, and all other rights and other interests corresponding thereto throughout the world (all of the assets described in this clause (d) collectively referred to as the "**Intellectual Property**").

(e) All other present and future personal property of Borrower (whether tangible or intangible).

(f) All products and proceeds of the Collateral.

1. **Representations, Warranties, Covenants and Agreements.** Borrower further represents, warrants, covenants, and agrees with Lender as follows:

SECURITY AGREEMENT

-2-

TRADEMARK
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(a) Ownership of Collateral; Security Interest Priority. At the time any Collateral becomes subject to a security interest in Lender's favor, Borrower is treated as having represented and warranted that (i) Borrower is the lawful owner of such Collateral or has the power to transfer the Collateral and has the right and authority to subject it to Lender's security interest; (ii) other than Permitted Liens, there are no other encumbrances on the Collateral and no effective financing statement or other effective filing covering any of the Collateral is on file in any public office, other than encumbrances and financing statements in Lender's favor. Upon filing of financing statements in the appropriate offices in the locations listed on Schedule 1(a), this Agreement creates in Lender's favor a valid, properly-perfected, first-priority, security interest, subject only to Permitted Liens, in the Collateral enforceable against Borrower and all third parties, which secures the Secured Obligations. Borrower authorizes Lender to file financing statements describing the Collateral and if requested will execute and deliver to Lender all documents and take such other actions as Lender may from time to time request to maintain a properly-perfected, first-priority security interest in, and if applicable, control or possession of, the Collateral. Borrower further ratifies and consents to the filing of any financing statement by Lender that may have been filed before the date of this Agreement.

(b) Location of Offices and Facilities, Name of Company. Borrower is a Delaware limited liability company. Borrower's place of business (if it has only one) or its chief executive office (if it has more than one place of business) is located in the State of Ohio, County of Stark, at Massillon. Borrower must give Lender 30 days' prior written notice of any proposed change in the location of its chief executive office. Borrower's only other offices and facilities are at the locations set forth in Schedule 1(b) hereto. Borrower must provide Lender with prior written notice of any change in the locations of its other offices and the facilities at which any assets of Borrower are located. Borrower's Federal tax identification number is 32-0156214 and its state organizational number issued by the jurisdiction of its organization is 4011500. Borrower's name is A.R.E. Accessories, LLC, which is the exact name as it appears in Borrower's Certificate of Formation filed with the State of Delaware, and Borrower has not conducted business under any other names except as provided in the Schedules to the Credit Agreement. Borrower may not change its name or operate under any other names without Lender's prior written consent.

(c) Location of Inventory, Fixtures, Machinery and Equipment. (i) All Collateral consisting of Inventory is, and will be, located at the locations listed on Schedule 1(c)(i), and at no other locations other than as permitted under the terms of the Credit Agreement; (ii) All Collateral consisting of Fixtures, machinery or Equipment, is, and will be, located at the locations listed on Schedule 1(c)(ii) hereto, and at no other locations other than as permitted under the terms of the Credit Agreement. If the Collateral described in clauses (i) or (ii) is kept at leased locations or warehoused, Borrower has obtained appropriate landlord's lien waivers and warehousemen's waivers that are satisfactory to Lender. None of the Equipment is covered by any certificate of title, except of the vehicles described in Schedule 1(c)(ii). None of the Collateral is of a type for which security interests or liens may be perfected by filing under any federal statute except for patents, trademarks, and copyrights.

SECURITY AGREEMENT

-3-

TRADEMARK
REEL: 003146 FRAME: 0888

(d) **Bank Accounts.** Schedule 1(d) is a complete and accurate list of all bank accounts maintained by Borrower with any bank or other financial institution.

(e) **Liens, Etc.** Borrower must keep the Collateral free at all times from any and all liens, security interests or encumbrances other than the Permitted Liens. Borrower may not sell, lease, license, transfer, assign or otherwise dispose, or permit or suffer to be sold, leased, licensed, transferred, assigned or otherwise disposed, any of the Collateral, except for, before a Default, Inventory sold in the ordinary course of Borrower's business or other permitted dispositions under the Credit Agreement. Lender or its representatives may at any and all reasonable times inspect the Collateral and for such purpose may enter upon any and all premises where the Collateral is or might be kept or located in accordance with the terms of the Credit Agreement.

(f) **Insurance.** Borrower must insure all tangible Collateral at all times as required by the Credit Agreement.

(g) **Taxes, Etc.** If Borrower does not pay any taxes, assessments or other imposts or charges before they become a Lien on the Collateral, Lender may do so and any amounts paid by Lender are part of the Secured Obligations, secured by the Collateral, and payable on demand.

(h) **Further Assurances.** Borrower must do all acts and things and must execute all financing statements and writings reasonably requested by Lender to establish, maintain and continue Lender's properly-perfected, first-priority security interest in the Collateral (subject to Permitted Liens), and must promptly on demand pay all reasonable costs and expenses of filing and recording all instruments, including the costs of any searches deemed necessary by Lender, to establish and determine the validity and the priority of Lender's security interests.

(i) **List of Patents, Copyrights, Mask Works and Trademarks.** Attached as Schedule 1(i)(i) is a list of all patents and patent applications owned by Borrower. Attached as Schedule 1(i)(ii) is a list of all registered copyrights and all mask works and applications therefor owned by Borrower. Attached as Schedule 1(i)(iii) is a list of all trademarks and service marks owned by Borrower. If Borrower at any time owns any additional patents, copyrights, mask works, trademarks or any applications therefor not listed on such schedules, Borrower must give Lender prompt written notice thereof and authorizes Lender to modify this Agreement by amending Schedules 1(i)(i), 1(i)(ii) and 1(i)(iii) to include all future patents, copyrights, mask works, trademarks and applications therefor and agrees to execute all further instruments and agreements, if any, if requested by Lender to evidence Lender's interest therein.

(j) **[Reserved].**

(k) **Special Rights Regarding Accounts.** Lender or any of its representatives may, at any time and from time to time in its sole discretion verify, directly with each person (collectively, the "*Obligors*") that owes any Accounts or other amounts to Borrower, the Accounts or other amounts in any reasonable manner. Lender or any of its

representatives may, at any time from time to time after a Default occurs and is continuing, notify the Obligors of Lender's security interest in the Collateral and direct Obligors that all payments in connection with such obligations and the Collateral must be made directly to Lender in Lender's name. If Lender or any of its representatives collect such obligations directly from the Obligors, Lender or any of its representatives have the right to resolve any disputes directly with the Obligors in such manner and on such terms as Lender or any of its representatives may deem appropriate. Borrower directs and authorizes any and all of its present and future Obligors to comply with requests for information from Lender, Lender's designees and agents and/or auditors, relating to any and all business transactions between Borrower and the Obligors. Following and during the continuance of a Default, Borrower further directs and authorizes all of its Obligors upon receiving a notice or request sent by Lender or Lender's agents or designees to pay directly to Lender any and all sums of money or proceeds now or hereafter owing by the Obligors to Borrower, and any such payment acts as a discharge of any debt of such Obligor to Borrower in the same manner as if such payment had been made directly to Borrower. Borrower agrees to take any and all action as Lender may reasonably request to assist Lender in exercising the rights described in this Section.

(l) Deposit Accounts. Upon Lender's request, Borrower must (i) cause each bank or other financial institution in which it maintains (a) a Deposit Account to enter into a control agreement with Lender, in form and substance satisfactory to Lender in order to give Lender Control of the Deposit Account or (b) other deposits (general or special, time or demand, provisional or final) to be notified of the security interest granted to Lender hereunder and cause each such bank or other financial institution to acknowledge such notification in writing; and (ii) after the occurrence and during the continuance of a Default, deliver to each bank or other financial institution a letter, in form and substance acceptable to Lender, transferring ownership of the Deposit Account to Lender or transferring dominion and control over each such other deposit to Lender. In the case of deposits maintained with Lender, the terms of such letter are subject to the provisions of the Credit Agreement regarding setoffs.

(m) Letter-of-Credit Rights. Upon Lender's request, Borrower will cause each issuer of a letter of credit to consent to the assignment of proceeds of the letter of credit or otherwise give Lender control of the related letter-of-credit right.

2. Events of Default. The occurrence of any Default under the Credit Agreement or any other Loan Document is a Default under this Agreement.

3. Remedies. If a Default occurs, (a) Lender has and may exercise any one or more of the rights and remedies provided to it under this Agreement or any of the other Loan Documents or applicable law, including but not limited to all of the rights and remedies of a secured party under the UCC; (b) Borrower must assemble the Collateral and make it available to Lender at a place to be designated by Lender which is reasonably convenient to both parties; (c) Borrower authorizes Lender to take possession of the Collateral with or without demand and in accordance with applicable law and to sell and dispose of the same at public or private sale and to apply the proceeds of such sale to the costs and expenses thereof (including reasonable attorneys' fees and disbursements, incurred by Lender) and then to the payment and satisfaction

of the Secured Obligations. Any requirement of reasonable notice is met if Lender sends such notice to Borrower, by registered or certified mail, at least 10 days before the date of sale, disposition or other event giving rise to a required notice. Lender may be the purchaser at any such sale. Borrower expressly authorizes such disposition of the Collateral in advance of and to the exclusion of any disposition or other realization upon the Collateral. Lender has no obligation to preserve rights against prior parties, and Lender has no obligation to clean-up or otherwise prepare the Collateral for sale. Borrower waives as to Lender any right of subrogation or marshaling of the Collateral. The parties further agree that public sale of the Collateral by auction conducted in any county in which any Collateral is located or in which Lender or Borrower does business after advertisement of the time and place thereof will, among other manners of public and private sale, be treated as a commercially reasonable disposition of the Collateral. Borrower is liable for any deficiency remaining after disposition of the Collateral. Lender may comply with any applicable state or federal law requirements in connection with a disposition of the Collateral and compliance may not be considered to adversely affect the commercial reasonableness of any sale of the Collateral. Lender may specifically disclaim any warranties of title or the like. If Lender sells any of the Collateral on credit, Borrower will be credited only with payments actually made by the purchaser, received by Lender, and applied to the indebtedness of such purchaser. If any purchaser does not pay for the Collateral, Lender may resell the collateral and Borrower will be credited with the proceeds of sale.

4. Special Remedies Concerning Certain Collateral.

(a) If a Default occurs, Borrower must (i) promptly collect and enforce payment of all amounts due Borrower on account of, in payment of, or in connection with, any of the Collateral, (ii) hold all payments in the form received by Borrower as trustee for Lender, without commingling with any funds belonging to Borrower, and (iii) immediately deliver all such payments to Lender with endorsement to Lender's order of any checks or similar instruments.

(b) If a Default occurs, Borrower must, if requested to do so, and to the extent so requested, notify all Obligor and other persons with obligations to Borrower on account of or in connection with any of the Collateral of the security interest of Lender in the Collateral and direct such account debtors and other persons that all payments in connection with such obligations and the Collateral be made directly to Lender. Lender itself may, upon the occurrence of a Default, so notify and direct any such account debtor or other person that such payments are to be made directly to Lender.

(c) Upon the occurrence of a Default, Borrower (i) irrevocably constitutes and appoints Lender as its true and lawful attorney, for and in Borrower's name, place and stead, to collect, demand, receive, sue for, compromise, and give good and sufficient releases for, any monies due or to become due on account of, in payment of, or in connection with the Collateral, (ii) irrevocably authorizes Lender to endorse the name of Borrower, upon any checks, drafts, or similar items which are received in payment of, or in connection with, any of the Collateral, and to do all things necessary in order to reduce the same to money, (iii) with respect to any Collateral, irrevocably assents to all extensions or postponements of the time of payment thereof or any other indulgence in connection therewith, to each substitution, exchange or release of Collateral, to the

addition or release of any party primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromise or adjustment (including adjustment of insurance payments) thereof, all in such manner and at such time or times as Lender deems advisable; and (iv) irrevocably authorizes Lender to notify the post office authorities to change the address for delivery of Borrower's mail to an address designated by Lender, and Lender may receive, open and dispose of all mail addressed to Borrower. Notwithstanding any other provisions of this Agreement, it is expressly understood and agreed that Lender has no duty, and is not be obligated in any manner, to make any demand or to make any inquiry as to the nature or sufficiency of any payments received by it or to present or file any claim or take any other action to collect or enforce the payment of any amounts due or to become due on account of or in connection with any of the Collateral.

5. Remedies Cumulative. No right or remedy conferred upon or reserved to Lender under any Operative Document is exclusive of any other right or remedy, and every right and remedy is cumulative of and in addition to every other right or remedy given in this Agreement or now or hereafter existing under any applicable law. Every right and remedy of Lender under any Operative Document or under applicable law may be exercised from time to time and as often as may be deemed expedient by Lender. To the extent that it lawfully may, Borrower agrees that it may not at any time insist upon, plead, or in any manner whatever claim or take any benefit or advantage of any applicable present or future stay, extension or moratorium law, which may affect observance or performance of any provisions of any Operative Document; nor will it claim, take or insist upon any benefit or advantage of any present or future law providing for the valuation or appraisal of any security for its obligations under any Operative Document before any sale or sales thereof which may be made under or by virtue of any instrument governing the same; nor will Borrower, after any such sale or sales, claim or exercise any right, under any applicable law to redeem any portion of such security so sold.

6. Conduct No Waiver. No waiver of default is effective unless in writing executed by Lender and waiver of any default or forbearance on the part of Lender in enforcing any of its rights under this Agreement may not operate as a waiver of any other default or of the same default on a future occasion or of such right.

7. Governing Law; Consent to Jurisdiction. The law governing this Agreement is as set forth in the Credit Agreement. Likewise, Borrower's consent to jurisdiction is as set forth in the Credit Agreement. The headings of the various subdivisions are for convenience of reference only and do not modify any of the terms or provisions of this Agreement.

8. Notices. All notices, demands, requests, consents, and other communications under this Agreement must be delivered in the manner described in the Credit Agreement.

9. Rights Not Construed as Duties. Lender neither assumes nor has any duty of performance or other responsibility under any contracts in which Lender has or obtains a security interest. If Borrower does not perform any agreement, Lender may but is in no way obligated to itself perform or cause the agreement to be performed, and Lender's expenses incurred in connection therewith are payable by Borrower under paragraph 12. The powers conferred on Lender are solely to protect its interests in the Collateral and do not impose any duty upon it to

exercise any such powers. Except for the safe custody of any Collateral in its possession and accounting for monies actually received by it, Lender has no duty with respect to any Collateral or with respect to taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

10. Amendments. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by each of the parties.

11. Severability. If any one or more provisions of this Agreement is invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions is not in any way be affected, impaired, or prejudiced thereby.

12. Expenses. (a) Borrower indemnifies Lender and its Affiliates from and against any and all claims, losses, and liabilities arising in connection with this Agreement (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from Lender's gross negligence or willful misconduct.

(b) Borrower must, upon demand, pay to Lender all expenses, including the reasonable fees and disbursements of its counsel and of any experts and agents, that Lender may incur in connection with (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of Lender's rights under this Agreement or under the Operative Documents, or (iv) Borrower's failure to perform or observe any of the provisions of this Agreement. All such expenses are a part of the Secured Obligations, are secured by the Collateral, and are payable on demand.

13. Successors and Assigns; Termination. This Security Agreement creates a continuing security interest in the Collateral and is binding upon Borrower, its successors and assigns (including all persons who become bound as a debtor to this Agreement), and inure, together with Lender's rights and remedies, to Lender's benefit and the benefit of its successors, transferees, and assigns. Upon the payment in full in immediately available funds of all of the Secured Obligations (other than in respect of contingent indemnification obligations to the extent no claim with respect thereto has been made and to the extent that Lender determines in its Permitted Discretion that no claim is likely to be made with respect thereto), the termination in writing by Lender of all commitments to lend, the return of all Letters of Credit outstanding under the Operative Documents undrawn upon, and the termination of and payment to Lender and its Affiliates of all amounts with respect to financial contracts, the security interests granted under this Agreement terminate and all rights to the Collateral revert to Borrower.

14. Waiver of Jury Trial. Lender and Borrower, after consulting or having had the opportunity to consult with counsel, knowingly, voluntarily and intentionally waive any right either of them may have to a trial by jury in any litigation based upon or arising out of this Agreement or any related instrument or agreement or any of the transactions contemplated by the Operative Documents or any course of conduct, dealing, statements (whether oral or written) or actions of any of them. Neither Lender nor Borrower may

seek to consolidate, by counterclaim or otherwise, any such action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived. These provisions may only be waived or modified in a written instrument.

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SECURITY AGREEMENT

-9-

**TRADEMARK
REEL: 003146 FRAME: 0894**

A.R.E. ACCESSORIES, LLC

By: *D.A. Abouhl Jr*

Name: *Dennis R Abouhl Jr*

Title: *CFO*

Accepted and Agreed:

NATIONAL CITY BANK OF THE MIDWEST

By: _____
Andre A. Nazareth, Vice President

Doc 890606 Security Agreement

A.R.E. ACCESSORIES, LLC

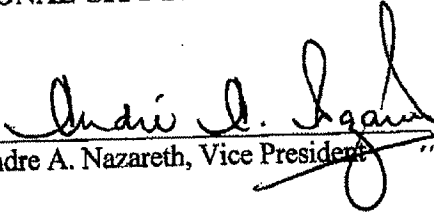
By: _____

Name: _____

Title: _____

Accepted and Agreed:

NATIONAL CITY BANK OF THE MIDWEST

By: 
Andre A. Nazareth, Vice President

Doc 890606 Security Agreement

SCHEDULE 1(a) TO SECURITY AGREEMENT

Locations Where Financing Statements Are to Be Filed

Delaware Secretary of State

Wayne County, Ohio

Stark County, Ohio

Lyon County, Nevada

SCHEDULE 1(b) TO SECURITY AGREEMENT

List of Other Office and Facility Locations

<u>Type of Office of Facility</u>	<u>State</u>	<u>County</u>	<u>City</u>
Mt. Eaton Plant One Manufacturing & Office	Ohio	Wayne	Mt. Eaton
Mt. Eaton Plant Two Tooling Production	Ohio	Wayne	Dundee
Vista Design & Engineering	Ohio	Stark	Massillon
Fernley Plant Manufacturing & Office	Nevada	Lyon	Fernley

SCHEDULE 1(c)(i) TO SECURITY AGREEMENT

List of Inventory Locations

<u>Address</u>	<u>City</u>	<u>County</u>	<u>State</u>	<u>Name and Address of Lessor</u>
Massillon Plant 400 Nave Rd. S.E.	Massillon	Stark	Ohio	NL Ventures V Nave, LP 8080 N. Central Expressway Suite 1080 Dallas, TX 75206
Mt. Eaton Plant One 17494 Dover Rd.	Mt. Eaton	Wayne	Ohio	Gatti Family Ltd Partnership and GAMI, LP P.O. Box 1100 Massillon, OH 44648
Fernley Plant 190 Resource Dr.	Fernley	Lyon	Nevada	NL Ventures V Resource, LP 8080 N. Central Expressway Suite 1080 Dallas, TX 75206
The Workshops, Inc. 2950 Whipple Ave. N.W.	Canton	Stark	Ohio	N/A
Miller Machine P.O. Box 254	Winesburg	Holmes	Ohio	N/A

SCHEDULE (1)(c)(ii) TO SECURITY
AGREEMENT

List of Fixtures, Machinery and Equipment Locations and
Vehicles Covered by Certificates of Title

A. List of Fixtures, Machinery and Equipment Locations

<u>Address</u>	<u>City</u>	<u>County</u>	<u>State</u>
Massillon Plant 400 Nave Rd. S.E.	Massillon	Stark	Ohio
Mt. Eaton Plant One 17494 Dover Rd.	Mt. Eaton	Wayne	Ohio
Fernley Plant 190 Resource Dr.	Fernley	Lyon	Nevada
Mt. Eaton Plant Two 17600 Dover Rd.	Mt. Eaton	Wayne	Ohio
Vista 500 Vista Avenue	Massillon	Stark	Ohio

B. Vehicles subject to certificates of title:

Please see the attached.

SCHEDULE 1(d) TO SECURITY AGREEMENT

Bank Accounts

JPMorganChase account #617823877 (to be closed as soon as practicable after Closing)

JPMorganChase account #616286464 (to be closed as soon as practicable after Closing)

JPMorganChase account #637184367 (to be closed as soon as practicable after Closing)

JPMorganChase account #629436163 (to be closed as soon as practicable after Closing)

JPMorganChase account #637184359 (to be closed as soon as practicable after Closing)

JPMorganChase account #636295941 (to be closed as soon as practicable after Closing)

JPMorganChase account #629883257 (to be closed as soon as practicable after Closing)

National City Bank of the Midwest account #983397407

National City Bank of the Midwest account #983959131

National City Bank of the Midwest account #983959158

National City Bank of the Midwest account #0240071

Nevada State Bank account #462006784

SCHEDULE 1(i)(i) TO SECURITY AGREEMENT

Patents and Applications

PATENTS

Title	Country	Application #	Filing Date
Integrated Keyless Entry Lock System	U.S. - Prov.	60/675,112	4/27/2005
Tonneau Cover Hinge	U.S. - Prov.	60/601,276	8/13/2004
Clamp System	U.S. - Prov.	60/592,106	7/29/2004
Tonneau Cover Hinge	U.S.	11/199,336	8/8/2005
Clamp Assembly	U.S.	11/191,320	7/28/2005

SCHEDULE 1(i)(ii) TO SECURITY AGREEMENT

Copyrights, Maskworks and Applications

None

SCHEDULE 1(i)(iii) TO SECURITY AGREEMENT

Trademarks, Service Marks and Applications

TRADEMARKS

Title	Country	Application #	Filing Date
Logo	U.S.	78/585,440	3/11/2005
Handle Design	U.S.	78/585,424	3/11/2005
A.R.E.	U.S.	78/576,707	2/28/2005
LSII Series	U.S.	78/576,734	2/28/2005
DCU Series	U.S.	78/576,772	2/28/2005
The Top Line for your Truck	U.S.	78/576,724	2/28/2005
CX Series	U.S.	78/576,758	2/28/2005
MX Series	U.S.	78/576,752	2/28/2005
Z Series	U.S.	78/576,744	2/28/2005
LSX Series	U.S.	78/576,716	2/28/2005
Mpulse	U.S. Registration	2,275,483	9/7/1999
A.R.E. and Logo	U.S. Registration	1,681,606	3/31/1992