

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PMI Acquisition Sub, Inc.		04/26/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce as Administrative Agent		
Street Address:	425 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2911115	PHATAIL	
Registration Number:	1913212	PM	
Registration Number:	1952532	PM	
CORRESPONDENCE DATA			
Fax Number:	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Christine Wilson		
Signature:	/CHRISTINE WILSON/		

CH \$90.00 2911115

Date:

08/31/2005

Total Attachments: 5

source=csc571321 pmi - canada tm#page2.tif

source=csc571321 pmi - canada tm#page3.tif

source=csc571321 pmi - canada tm#page4.tif

source=csc571321 pmi - canada tm#page5.tif

source=csc571321 pmi - canada tm#page6.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of April 26, 2005, by PMI Acquisition Sub. Inc. (the "Pledgor"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York agency, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement dated as of December 17, 2004 (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, intending to be legally bound thereby, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the

Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PMI ACQUISITION SUB. INC.

By: _____

T. M. McGann
Name: Thomas M. McGann
Title: Senior Vice President

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its
New York agency, as Administrative Agent

By: _____

Name:
Title:

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PMI ACQUISITION SUB, INC.

By: _____

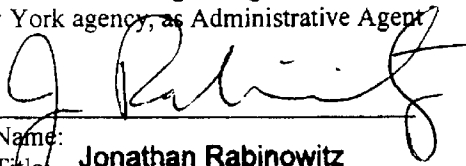
Name: Thomas M. McGann

Title: Senior Vice President

Accepted and Agreed:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its
New York agency, as Administrative Agent

By:


Name: _____
Title: _____

Jonathan Rabinowitz
Executive Director
CIBC World Markets Corp. As Agent

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
PMI Acquisition Sub. Inc.	2,911,115	"PHATAIL"
PMI Acquisition Sub. Inc.	1,913,212	PM Logo For Motorcycle Accessories
PMI Acquisition Sub. Inc.	1,952,532	PM Logo for Clothing