

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
American Racing Equipment, Inc.		09/21/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Admin. Agent
Street Address:	2450 Colorado Avenue
Internal Address:	Suite 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 36

Property Type	Number	Word Mark
Registration Number:	2805037	
Registration Number:	868913	AMERICAN
Registration Number:	1147598	AMERICAN RACING
Registration Number:	1113095	AMERICAN RACING
Registration Number:	2001979	AMERICAN RACING
Registration Number:	2865886	AMERICAN RACING CUSTOM WHEEL POLISH
Registration Number:	2918292	AMERICAN RACING CUSTOM WHEELS
Registration Number:	863444	AMERICAN RACING EQUIPMENT
Registration Number:	2868203	AMERICAN RACING WHEEL SEAL
Registration Number:	2435511	AR AMERICAN RACING
Registration Number:	1986617	ARE
Registration Number:	2781121	
Registration Number:	2888605	DK

CH \$915.00 2805037

Registration Number:	2820446	IMOLA
Registration Number:	2835380	IMOLA DESIGN
Registration Number:	2904571	KO
Registration Number:	2060121	
Registration Number:	2888659	MOGUL
Registration Number:	2610348	MOTEGI RACING
Registration Number:	2802875	MOTORSPORTS AMERICAN RACING CUSTOM WHEELS SINCE 1956
Registration Number:	2796213	MOTTO
Registration Number:	2433240	TORQ THRUST
Registration Number:	2508336	TORQ-THRUST II
Registration Number:	2877160	
Registration Number:	1985148	TORQ-THRUST "D"
Serial Number:	78326616	AMERICAN RACING
Serial Number:	78503105	AMERICAN RACING PERFORM
Serial Number:	78425719	ANSEN
Serial Number:	78433671	ATX
Serial Number:	78433677	ATX SERIES
Serial Number:	78326550	DRIVE GEAR
Serial Number:	78326608	MOTEGI
Registration Number:	2940880	RIAX
Serial Number:	76551477	WHEELWERKS
Serial Number:	76551479	WHEELWERKS
Serial Number:	76551475	WW

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com
Correspondent Name: CBCInnovis dba Federal Research
Address Line 1: 1030 Fifteenth Street, NW, Ste 920
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	342670
NAME OF SUBMITTER:	Carey N. Lening

Signature:	/cni/
Date:	10/18/2005
Total Attachments: 8 source=342670#page1.tif source=342670#page2.tif source=342670#page3.tif source=342670#page4.tif source=342670#page5.tif source=342670#page6.tif source=342670#page7.tif source=342670#page8.tif	

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country / Jurisdiction	Mark	Application/ Registration No.	App/Reg Date
American Racing Equipment, Inc.	USA	200S WHEEL DESIGN	2805037	January 13, 2004
American Racing Equipment, Inc.	USA	AMERICAN	868913	May 6, 1969
American Racing Equipment, Inc.	USA	AMERICAN RACING	1147598	February 24, 1981
American Racing Equipment, Inc.	USA	AMERICAN RACING & DESIGN	1113095	February 13, 1979
American Racing Equipment, Inc.	USA	AMERICAN RACING (CP200 WHEEL DESIGN)	2001979	September 17, 1996
American Racing Equipment, Inc.	USA	AMERICAN RACING CUSTOM WHEEL POLISH	2865886	July 27, 2004
American Racing Equipment, Inc.	USA	AMERICAN RACING CUSTOM WHEELS & DESIGN	2918292	January 18, 2005
American Racing Equipment, Inc.	USA	AMERICAN RACING EQUIPMENT & DESIGN	863444	January 14, 1969
American Racing Equipment, Inc.	USA	AMERICAN RACING WHEEL SEAL	2868203	August 3, 2004
American Racing Equipment, Inc.	USA	AR AMERICAN RACING & DESIGN	2435511	March 13, 2001
American Racing Equipment, Inc.	USA	ARE	1986617	July 16, 1996
American Racing Equipment, Inc.	USA	DESIGN OF TORQ THRUST WHEEL	2781121	November 11, 2003
American Racing Equipment, Inc.	USA	DK & DESIGN	2888605	September 28, 2004
American Racing Equipment, Inc.	USA	IMOLA	2820446	March 2, 2004
American Racing Equipment, Inc.	USA	IMOLA DESIGN	2835380	April 20, 2004
American Racing Equipment, Inc.	USA	KO & DESIGN	2904571	November 23, 2004

TRADEMARK SECURITY AGREEMENT

2005-0714 00100008

**TRADEMARK
REEL: 003178 FRAME: 0140**

American Racing Equipment, Inc.	USA	MISCELLANEOUS DESIGN (TORQ THRUST)	2060121	May 6, 1997
American Racing Equipment, Inc.	USA	MOGUL	2888659	September 28, 2004
American Racing Equipment, Inc.	USA	MOTEGI RACING	2610348	August 20, 2002
American Racing Equipment, Inc.	USA	MOTORSPORTS AMERICAN RACING CUSTOM WHEELS SINCE 1956	2802875	January 6, 2004
American Racing Equipment, Inc.	USA	MOTTO	2796213	December 16, 2003
American Racing Equipment, Inc.	USA	TORQ THRUST	2433240	March 6, 2001
American Racing Equipment, Inc.	USA	TORQ-THRUST II	2508336	November 20, 2001
American Racing Equipment, Inc.	USA	TORQ-THRUST II WHEEL DESIGN	2877160	August 24, 2004
American Racing Equipment, Inc.	USA	TORQ-THRUST "D"	1985148	July 9, 1996
American Racing Equipment, Inc.	USA	AMERICAN RACING	78/326616	November 12, 2003
American Racing Equipment, Inc.	USA	AMERICAN RACING PERFORM	78/503105	October 20, 2004
American Racing Equipment, Inc.	USA	ANSEN	78/425719	May 26, 2004
American Racing Equipment, Inc.	USA	ATX	78/433671	June 11, 2004
American Racing Equipment, Inc.	USA	ATX SERIES	78/433677	June 11, 2004
American Racing Equipment, Inc.	USA	DRIVE GEAR	78/326550	November 12, 2003
American Racing Equipment, Inc.	USA	MOTEGI	78/326608	November 12, 2003
American Racing Equipment, Inc.	USA	RIAX	2940880	April 12, 2005
American Racing Equipment, Inc.	USA	WHEELWERKS	76/551477	September 25, 2003
American Racing Equipment, Inc.	USA	WHEELWERKS	76/551479	September 25, 2003
American Racing Equipment, Inc.	USA	WW	76/551475	September 25, 2003

TRADEMARK SECURITY AGREEMENT

28654714 05100808

**TRADEMARK
REEL: 003178 FRAME: 0141**

Trade Names

Common Law Trademarks

Trademarks Not Currently In Use

Trademark Licenses

TRADEMARK SECURITY AGREEMENT

0051774 05100802

TRADEMARK
REEL: 003178 FRAME: 0142

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of September 21, 2005, among the Grantor listed on the signature pages hereof ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group (together with its successors, "Agents").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified at any time or from time to time, the "Credit Agreement") among American Racing Equipment, Inc., a Delaware corporation, as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders") and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof; and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as amended, restated, supplemented or otherwise modified at any time or from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks and, subject to Section 9-408 of the Code, to the extent applicable, Trademark Intellectual Property Licenses to which it is a party including, without limitation, those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the

rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, and that the terms and provisions of the Security Agreement are incorporated by reference herein as if fully set forth herein.

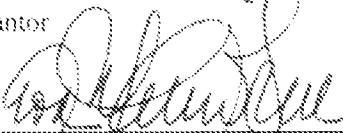
4. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 4, Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic method of transmission shall be deemed an original signature hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

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

AMERICAN RACING EQUIPMENT, INC.,
as Grantor

By: 
Name: EVA M. KINNERT
Title: VICE PRESIDENT & SECRETARY

ACCEPTED AND ACKNOWLEDGED BY:
WELLS FARGO FOOTHILL, INC., as Agent

By: *C. MacDonald*
Name: Chen MacDonald
Title: Vice President

TRADE MARK SECURITY AGREEMENT

FFS-114 v.11x0008

RECORDED: 10/19/2005

**TRADEMARK
REEL: 003178 FRAME: 0146**