

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
Lacy Distribution, Inc.		10/25/2005	CORPORATION: INDIANA

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	30 S.Meridian Street
Internal Address:	Suite 800
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	76572662	
Registration Number:	2692250	A ANSWER
Registration Number:	1868002	ANSWER
Registration Number:	1349539	ANSWER
Registration Number:	1190925	LDI
Registration Number:	1740563	PRO TAPER
Registration Number:	2277577	PRO TAPER
Registration Number:	2565279	PROTAPER ANSWER
Registration Number:	2697212	ANSWER PROTAPER TAPERWALL ALUMINUM HANDLEBARS
Serial Number:	76610658	PRO TAPER
Serial Number:	76614014	PRO TAPER

CORRESPONDENCE DATA

OP \$290.00 76572662

Fax Number: (317)684-5173
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 317-684-5000
Email: trademark@boselaw.com
Correspondent Name: Jennifer L. Day
Address Line 1: 135 N. Pennsylvania Street
Address Line 2: 2700 First Indiana Plaza
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	16185-0012
NAME OF SUBMITTER:	Jennifer L. Day
Signature:	/Jennifer L. Day/
Date:	10/27/2005

Total Attachments: 11

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 25, 2005, by LACY DISTRIBUTION, INC., an Indiana corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing 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:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the “Trademark Collateral”);

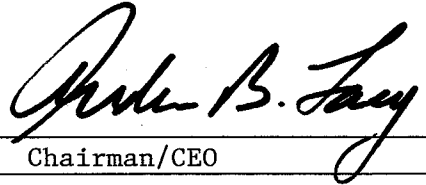
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the “Patent Collateral”).

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

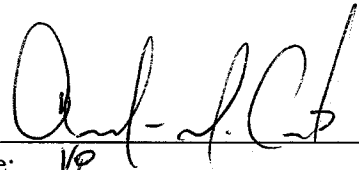
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

LACY DISTRIBUTION, INC., an Indiana corporation

By:  13
Title: Chairman/CEO

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

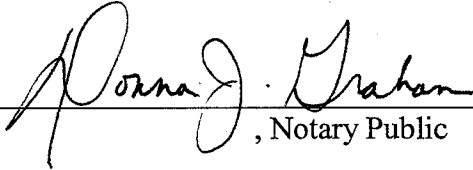
By: 
Title: VP

*Signature Page to Patent & Trademark
Security Agreement*

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said State and County, personally appeared Andre B. Lacy, the Chairman/CEO of LACY DISTRIBUTION, INC., who, being first duly sworn, acknowledged execution of the foregoing Patent and Trademark Security Agreement on behalf of such corporation.

WITNESS my hand and Notarial Seal this 24th day of October, 2005.


_____, Notary Public

DONNA J. GRAHAM
NOTARY PUBLIC STATE OF INDIANA
HENDRICKS COUNTY
MY COMMISSION EXP. AUG. 25, 2007

My Commission Expires:














8/25/07

















County of Residence:





Hendricks

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT














Trademarks, Trademark Applications and Trademark Licenses

COUNTRY	MARK	REG. NO./ SERIAL NO.
United States		76/572,662
Argentina		2509063
Australia		987665
Brazil		826713882
Brazil		826713890
Brazil		826713904
Canada		TMA 646828
Chile		718582
Chile		715402
Chile		715403
Chile		715404
Chile		717206
Chile		715406

COUNTRY	MARK	REG. NO./ SERIAL NO.
Chile		718583
European Community		3647245
Mexico		867615
Mexico		844519
Mexico		842710
Mexico		844517
Mexico		844518
Mexico		854130
New Zealand		711228
South Africa		2004106325
South Africa		2004106326
South Africa		2004106327
South Africa		2004106328
South Africa		2004106329
South Africa		2004106330
South Africa		2004106331

COUNTRY	MARK	REG. NO./ SERIAL NO.
South Africa		2004106332
Venezuela		6168-2004
Australia		962454
United States		2692250
United States	ANSWER	1868002
United States	ANSWER	1349539
Argentina	ANSWER	2531793
Argentina	ANSWER	2531794
Argentina	ANSWER	2531795
Argentina	ANSWER	2531796
Argentina	ANSWER	2531797
Australia	ANSWER	668412
Australia	ANSWER	668413
Brazil	ANSWER	827384955
Brazil	ANSWER	827384980
Brazil	ANSWER	827385005
Canada	ANSWER	TMA637334
China	ANSWER	812578
European Community	ANSWER	97279

COUNTRY	MARK	REG. NO./ SERIAL NO.
France	ANSWER	1641894
Germany	ANSWER	39504048.5
Germany	ANSWER	2062787
Italy	ANSWER	723572
Italy	ANSWER	00886144
Japan	ANSWER	4311007
Japan	ANSWER	4414483
Mexico	ANSWER	679267
Mexico	ANSWER	856819
Mexico	ANSWER	856820
Mexico	ANSWER	856821
New Zealand	ANSWER	716203
Paraguay	ANSWER	203452
South Africa	ANSWER	2004112548
South Africa	ANSWER	2004112549
South Africa	ANSWER	2004112550
South Africa	ANSWER	2004112551
South Africa	ANSWER	2004112552
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South Africa	ANSWER	2004112555

COUNTRY	MARK	REG. NO./ SERIAL NO.
Spain	ANSWER	1641402
Taiwan	ANSWER	797769
Venezuela	ANSWER	12120-2004
Australia	ANSWER RACING	956363
United States		1190925
United States		1740563
United States		2277577
United States		2565279
United States		2697212
United States		76/610658
United States		76/614014
Argentina		2531798
Argentina		2531799
Australia		1013578
Brazil		826755291
Brazil		826755305
Chile		713525

COUNTRY	MARK	REG. NO./ SERIAL NO.
European Community		3692677
Mexico		859053
Mexico		859198
Mexico		862459
New Zealand		716294
South Africa		2004112687
South Africa		2004112688
South Africa		2004112689
Venezuela		12121-2004

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

None.