

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
Bell Automotive Products, Inc.		10/28/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Harris N.A., as successor by merger to Harris Trust and Savings Bank, as Secured Party		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1324361	MR. SILENCER S	
Registration Number:	1322048	MR. SILENCER	
Serial Number:	78673233	QUIK AIRE BY VICTOR	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	1599976		
NAME OF SUBMITTER:	Richard Kalwa		

CH \$90.00 1324361

Signature:

/richard kalwa/

Date:

11/01/2005

Total Attachments: 5

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TRADEMARK COLLATERAL AGREEMENT

This 28th day of October, 2005, BELL AUTOMOTIVE PRODUCTS, INC., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 8388 E. Hartford Drive, Suite 102, Scottsdale, Arizona 85255 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS N.A., a national banking association, as successor by merger to Harris Trust and Savings Bank ("*Harris*"), with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said Harris acting as such agent and any successor or successors to said Harris in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

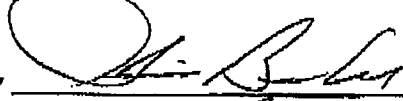
(iii) All proceeds of the foregoing, including without limitation any claim by a Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Trademark Collateral*"), to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of December 3, 2004 originally by and between Debtor and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*"). Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending and not matured into a registered Trademark.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and security interest in the Trademark Collateral 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 WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BELL AUTOMOTIVE PRODUCTS, INC.

By 
Name: Tim Bassler
Title: CEO

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS N.A., as successor by merger to Harris
Trust and Savings Bank, as Secured Party

By _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

BELL AUTOMOTIVE PRODUCTS, INC.

By _____
Name: _____
Title: _____

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS N.A., as successor by merger to Harris
Trust and Savings Bank, as Secured Party

By Timothy E. Dava
Name: Timothy E. Dava
Title: Vice-President

SCHEDULE A-1

TO TRADEMARK COLLATERAL AGREEMENT

**REGISTERED U.S. TRADEMARKS
AND TRADEMARK APPLICATIONS**

REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NO	REGISTRATION DATE
MR. SILENCER & DESIGN	1,324,361	03/12/85
MR. SILENCER	1,322,048	02/28/85

PENDING APPLICATIONS

PENDING U.S. TRADEMARK APPLICATIONS	FILING NO.	FILING DATE
QUIK AIRE BY VICTOR & DESIGN	78/673,233	07/19/05

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

NONE.