

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Assignment of Trademark Security Agreement

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as Administrative Agent		07/14/2005	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Ableco Finance LLC
Street Address:	299 Park Avenue, 22nd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10171
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

## PROPERTY NUMBERS Total: 41

Property Type	Number	Word Mark
Registration Number:	1403211	BULLSKINS CCI
Registration Number:	1802477	C. C. RIDER
Registration Number:	2089057	C.C. RIDER
Registration Number:	2102960	CCI
Registration Number:	2398908	CHROME GEAR
Registration Number:	2398909	CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME
Registration Number:	2398907	CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME
Registration Number:	2420620	CHROME SPECIALTIES
Registration Number:	2424534	CHROME SPECIALTIES
Registration Number:	2108579	CUSTOM CCI CHROME
Registration Number:	2284324	CUSTOM CHROME

TRADEMARK

REEL: 003188 FRAME: 0391

900035513

OP \$1040.00 1403211

Registration Number:	2079468	CUSTOM CHROME
Registration Number:	2403637	DONNIE SMITH DESIGN
Registration Number:	1751177	DYNO POWER
Registration Number:	2538897	INFERNO
Registration Number:	2147025	
Registration Number:	2676939	JAMMER CYCLE PRODUCTS
Registration Number:	2883344	JAMMER CYCLE PRODUCTS
Registration Number:	2813292	JAMMER'S HANDBOOK
Registration Number:	2067403	MIRAGE
Registration Number:	2114906	MOTOR FACTORY
Registration Number:	2537893	MOTORCYCLE STUFF
Registration Number:	2202492	PREMIUM
Registration Number:	2695952	REVTECH
Registration Number:	1988321	REVTECH
Registration Number:	2161448	REVTECH
Registration Number:	2306983	SANTEE
Registration Number:	2678651	SANTEE MADE IN U.S.A.
Registration Number:	2710150	STREETWARE FOR THOSE WHO DARE
Registration Number:	1325735	THE DEALERS EDGE
Registration Number:	2455435	THE EDGE
Registration Number:	1596268	TOUR EASE
Registration Number:	2108577	TOUR EASE
Registration Number:	2198867	
Serial Number:	78373486	EGRIP
Serial Number:	78323783	GLOBAL MOTORSPORT GROUP
Serial Number:	78323785	GMG
Serial Number:	78119013	HR3 WORLD'S FINEST BIKE KITS
Serial Number:	78323764	MOTOCCELL
Serial Number:	76097910	MOTORCYCLE STUFF
Serial Number:	76384969	SANTEE MADE IN U.S.A.

#### CORRESPONDENCE DATA

Fax Number: (213)996-3339

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

**TRADEMARK**  
**REEL: 003188 FRAME: 0392**

Correspondent Name: Paul Hastings Janofsky & Walker LLP  
Address Line 1: 515 South Flower Street, 25th Floor  
Address Line 4: Los Angeles, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:

45140.00076

NAME OF SUBMITTER:

Claudia R Immerzeel

Signature:

/Claudia R Immerzeel/

Date:

11/04/2005

Total Attachments: 10

source=MotorsportTSAG#page1.tif

source=MotorsportTSAG#page2.tif

source=MotorsportTSAG#page3.tif

source=MotorsportTSAG#page4.tif

source=MotorsportTSAG#page5.tif

source=MotorsportTSAG#page6.tif

source=MotorsportTSAG#page7.tif

source=MotorsportTSAG#page8.tif

source=MotorsportTSAG#page9.tif

source=MotorsportTSAG#page10.tif

## ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this "Assignment") is executed as of July 14, 2005 ("Assignment Effective Date"), by **GENERAL ELECTRIC CAPITAL CORPORATION**, in its capacity as administrative agent ("Existing Agent") for itself and the Existing Lenders (as defined below) in favor of the Successor Agent (as defined below).

### W I T N E S S E T H:

WHEREAS, Existing Agent is party to that certain Amended and Restated Credit Agreement (as amended, supplemented or modified from time to time, the "Credit Agreement"), dated as of November 22, 2004, by and among Global Motorsport Group, Inc., a Delaware corporation, and Custom Chrome Manufacturing, Inc., a California corporation (collectively "Borrowers"), Global Motorsport Holdings, Inc., Custom Chrome Europe, Ltd., and Custom Chrome Far East Ltd., as guarantors, each of the lenders that is signatory thereto (each an "Existing Lender" and together with each of its successors and permitted assigns, individually, a "Lender", and, collectively, the "Lenders"), and Existing Agent, as arranger and administrative agent for the Lenders;

WHEREAS, the grantors shown on the signature pages hereto ("Grantors") and Existing Agent are parties to that certain Amended and Restated Patent, Trademark and Copyright Security Agreement (Grant of Trademark Security Interest) dated as of November 22, 2004 (as amended, supplemented or modified from time to time, the "Trademark Security Agreement") concerning the trademarks and trademark applications shown on Schedule 1 attached hereto, which Trademark Security Agreement was recorded with the United States Patent and Trademark Office on April 29, 2005 at Reel 3086, Frame 0069;

WHEREAS, contemporaneously herewith, Existing Agent, the Lenders, and the other Credit Parties signatory thereto are entering into that certain Assignment and Transfer Agreement of even date hereof (the "Transfer Agreement"), pursuant to which Existing Agent shall resign and certain of the Existing Lenders shall appoint Ableco Finance, LLC, a Delaware limited liability company, as successor administrative agent ("Successor Agent");

WHEREAS, in connection with the resignation of Existing Agent and the purchase of the Loans by certain affiliates of Successor Agent, Grantors, and Existing Lenders have requested that Existing Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Trademark Security Agreement to Successor Agent; and

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined above).

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Agent, for good and adequate consideration described in the Transfer Agreement and in connection with such Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, the Assignment Agreements, hereby

assigns, without recourse, representation or warranty of any kind, as of the Assignment Effective Date to Successor Agent, in its capacity as Administrative Agent, for the benefit of Lenders, all of the rights, title and interest of Existing Lenders in, to and under the Trademark Security Agreement.

2. Further Assurances. Existing Agent, agrees to cooperate with Successor Agent and take all actions reasonably requested by Successor Agent in order to fully carry out the terms of this Assignment or to permit Successor Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Grantors shall pay all costs and expenses of Existing Agent, including the fees and expenses of counsel to the Existing Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

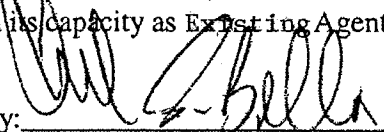
[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**"EXISTING AGENT"**

**GENERAL ELECTRIC CAPITAL  
CORPORATION,**

in its capacity as Existing Agent

By: 

Name: Andrew J. Bella  
Duly Authorized Signatory

Title: \_\_\_\_\_

**"SUCCESSOR AGENT"**

**ABLECO FINANCE INC.,**

in its capacity as Successor Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**"EXISTING AGENT"**

**GENERAL ELECTRIC CAPITAL  
CORPORATION,**  
in its capacity as **Existing Agent**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"SUCCESSOR AGENT"**

**ABLECO FINANCE INC.,**  
in its capacity as **Successor Agent**

By:  \_\_\_\_\_

Name: KEVIN GENDA

Title: S.V.P.

**"GRANTORS"**

**GLOBAL MOTORSPORT GROUP, INC.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION

**CUSTOM CHROME MANUFACTURING, INC.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION

**GLOBAL MOTORSPORT HOLDINGS, INC.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION

**CUSTOM CHROME EUROPE, LTD.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION

**CUSTOM CHROME FAR EAST, LTD.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION



**SCHEDULE 1**  
**U.S. TRADEMARKS**  
**TRADEMARK REGISTRATIONS/APPLICATIONS**

See attached.

# TRADEMARKS

Trademark Report by Mark  
Country: United States  
Status: Registered

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
BULLSKINS CCI AND DESIGN UNITED STATES	31333-3	11/4/19	73/566,831	7/29/1986	1,403,211	REGISTERED
C.C. RIDER UNITED STATES	31333-9	1/31/19	74/134,936	11/2/1993	1,802,477	REGISTERED
C.C. RIDER (STYLIZED) UNITED STATES	31333-11	6/27/19	75/126,295	8/19/1997	2,089,057	REGISTERED
CCI AND DESIGN UNITED STATES	31333-21	6/27/19	75/126,620	10/7/1997	2,102,960	REGISTERED
CHROME GEAR UNITED STATES	31333-023	12/4/19	75/400,180	10/31/20	2,398,908	REGISTERED
CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME UNITED STATES	31333-025	12/4/19	75/400,187	10/31/20	2,398,909	REGISTERED
CHROME GEAR QUALITY RIDING GEAR BY CUSTOM CHROME AND UNITED STATES	31333-24	12/4/19	75/400,159	10/31/20	2,398,907	REGISTERED
CHROME SPECIALTIES UNITED STATES	13897-5	3/9/199	75/656,598	1/16/2001	2,420,620	REGISTERED

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
CHROME SPECIALTIES AND DESIGN UNITED STATES	13897-6	3/9/199	75/656,599	1/30/2001	2,424,534	REGISTERED
CUSTOM CCI CHROME AND DESIGN UNITED STATES	31333-33	6/27/19	75/126,300	10/28/19	2,108,579	REGISTERED
CUSTOM CHROME UNITED STATES	31333-047	12/18/1	75/033,532	10/12/19	2,284,324	REGISTERED
UNITED STATES	31333-48	12/18/1	75/975,811	7/15/1997	2,079,468	REGISTERED
DONNIE SMITH AND DESIGN UNITED STATES	13897-13	5/28/19	75/716,760	11/14/20	2,403,637	REGISTERED
DYNO POWER UNITED STATES	31333-53	9/30/19	74/208,184	2/9/1993	1,751,177	REGISTERED
INFERNO UNITED STATES	31333-56	5/21/19	75/712,049	2/19/2002	2,538,897	REGISTERED
INFERNO DESIGN UNITED STATES	31333-65	3/5/199	75/067,981	3/31/1998	2,147,025	REGISTERED
JAMMER CYCLE PRODUCTS AND DESIGN UNITED STATES	13897-36	9/19/20	76/314,974	1/21/2003	2,676,939	REGISTERED
JAMMER CYCLE PRODUCTS AND DESIGN (CHILD APP) UNITED STATES	13897-46	9/21/20	78/975,477	9/7/2004	2,883,344	REGISTERED
JAMMER'S HANDBOOK UNITED STATES	13897-15	10/12/1	75/819,915	2/10/2004	2,813,292	REGISTERED

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
MIRAGE AND DESIGN UNITED STATES	31333-63	4/26/19	74/382,529	6/3/1997	2,067,403	REGISTERED
MOTOR FACTORY and Design UNITED STATES	13897-14	9/24/19	74/439,869	11/25/19	2,114,906	REGISTERED
MOTORCYCLE STUFF UNITED STATES	58444-2	7/27/20	76/097,911	2/12/2002	2,537,893	REGISTERED
PREMIUM UNITED STATES	31333-69	11/6/19	75/194,024	11/10/19	2,202,492	REGISTERED
REVTECH AND DESIGN UNITED STATES	31333-79-3	6/17/20	78/136,322	3/11/2003	2,695,952	REGISTERED
UNITED STATES	31333-78	5/24/19	74/679,501	7/23/1996	1,988,321	REGISTERED
UNITED STATES	31333-79	11/6/19	75/193,788	6/2/1998	2,161,448	REGISTERED
SANTEE UNITED STATES	31333-81	2/10/19	75/431,878	1/11/2000	2,306,983	REGISTERED
SANTEE MADE IN U.S.A. AND DESIGN UNITED STATES	31333-115	4/11/20	76/023,642	1/21/2003	2,678,651	REGISTERED
STREETWARE FOR THOSE WHO DARE UNITED STATES	13897-35	5/17/20	78/064,145	4/22/2003	2,710,150	REGISTERED
THE DEALERS EDGE UNITED STATES	31333-084	4/20/19	476,374	3/19/1985	1,325,735	REGISTERED
THE EDGE UNITED STATES	31333-117	6/14/20	76/071,934	5/29/2001	2,455,435	REGISTERED
TOUR EASE UNITED STATES	31333-87	1/17/19	73/775,017	5/15/1990	1,596,268	REGISTERED
UNITED STATES	31333-88	6/28/19	75/126,044	10/28/19	2,108,577	REGISTERED
V-TWIN DESIGN UNITED STATES	31333-64	8/16/19	75/151,212	10/20/19	2,198,867	REGISTERED

Trademark Report by Mark  
Country: United States  
Status: Pending

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS
EGRIP UNITED STATES	31333-144	2/24/20	78/373,486			PENDING
GLOBAL MOTORSPORT GROUP UNITED STATES	31333-143	11/5/20	78/323,783			PENDING
GMG UNITED STATES	31333-142	11/5/20	78/323,785			PENDING
HR3 WORLD'S FINEST BIKE KITS AND DESIGN UNITED STATES	31333-126	4/2/200	78/119,013			ALLOWED
MOTOCCELL AND DESIGN UNITED STATES	31333-141	11/5/20	78/323,764			PENDING
MOTORCYCLE STUFF UNITED STATES	58444-7	7/27/20	76/097,910			ALLOWED
SANTEE MADE IN U.S.A. AND DESIGN UNITED STATES	31333-125	3/20/20	76/384,969			ALLOWED