

11-03-2005

DEPARTMENT OF COMMERCE
Patent and Trademark Office

**RECORDATION
TRADE**



103112512

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents on the new address(es) below.

10-18-05

1. Name of conveying party(ies):

FOX RACING, INC.

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) April 14, 2005

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo HSBC Trade Bank

Internal Address: MAC #A0187-084

Street Address: 201 Third Street, 8th Floor

City: San Francisco

State: California

Country: San Francisco Zip: 94103

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
See "Exhibit A" attached hereto and made a part hereof

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Only those Trademarks registered in the United States of America (only those preceded by an asterisk *)

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Wells Fargo HSBC Trade Bank

Internal Address: MAC #A0187-084
Attn: Records Mgmt. #2659801653

Street Address: 201 Third Street
8th Floor

City: San Francisco

State: California Zip: 94103

Phone Number: 415 477-5469

Fax Number: 415 974-0928

Email Address: cherry@wellsfargo.com

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclose _____

01 FC:0521
02 FC:0522

48.00 CP
575.00 CP

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____



10-18-2005

U.S. Patent & TMO/TM Mail Rpt Dt. #11

9. Signature:

Pat Cherry
Signature

October 17, 2005

Date

Pat Cherry

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

19

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
259	United States of America	2823877	Registered	09 Int.	16-Mar-2004
FOX	China (Peoples Republic)	3007668	Registered	09 Int.	21-Feb-2004
FOX	China (Peoples Republic)	3007786	Registered	16 Int.	21-Jan-2003
FOX	Japan	4690367	Registered	16 Int.	11-Jul-2003
FOX	Japan	4756967	Registered	18 Int.	19-Mar-2004
FOX	Switzerland	496116	Registered	09 Int.	20-Mar-2002
FOX	Switzerland	496117	Registered	16 Int.	20-Mar-2002
FOX	Switzerland	497856	Registered	18 Int.	17-Apr-2002
FOX	Switzerland	496118	Registered	25 Int.	20-Mar-2002
FOX RACING	Canada	TMA605478	Registered		17-Mar-2004
FOX RACING	China (Peoples Republic)	3007765	Registered	09 Int.	21-Feb-2003
FOX RACING	China (Peoples Republic)	3239931	Registered	16 Int.	14-Nov-2003
FOX RACING	China (Peoples Republic)	3007670	Registered	18 Int.	21-Jan-2003
FOX RACING	China (Peoples Republic)	3007669	Registered	25 Int.	21-Jan-2003
FOX RACING	Japan	4700922	Registered	09 Int.	15-Aug-2003
FOX RACING	Japan	4592505	Registered	16 Int.	02-Aug-2002
FOX RACING	Japan	4639995	Registered	18 Int.	24-Jan-2003
FOX RACING	Japan	4627757	Registered	25 Int.	06-Dec-2002

*

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
FOX RACING	Korea, Republic of	550942	Registered	09 Int.	13-Jun-2003
FOX RACING	Korea, Republic of	542639	Registered	16 Int.	06-Mar-2003
FOX RACING	Korea, Republic of	550944	Registered	25 Int.	13-Jun-2003
FOX RACING	Switzerland	496121	Registered	09 Int.	20-Mar-2002
FOX RACING	Switzerland	496120	Registered	16 Int.	20-Mar-2002
FOX RACING	Switzerland	497857	Registered	18 Int.	17-Apr-2002
FOX RACING	Switzerland	496119	Registered	25 Int.	20-Mar-2002
FOX RACING	Taiwan	1029722	Registered	09 Int.	16-Jan-2003
FOX RACING	Taiwan	1019316	Registered	16 Int.	16-Oct-2002
FOX RACING	Taiwan	1030405	Registered	18 Int.	16-Jan-2003
FOX RACING	Taiwan	1030588	Registered	25 Int.	16-Jan-2003
FOYGIRL	Japan	4761077	Registered	25 Int.	02-Apr-2004
FOYGIRL	Switzerland	509852	Registered	25 Int.	30-Apr-2003
FOYGIRL	United States of America	2781483	Registered	16 Int.	11-Nov-2003
FX	Brazil	816835624	Registered	25 Int.	10-Jul-2001
MISC. DESIGN (F Head X RACING USA)	Argentina	1512881	Registered	25 Int.	31-Mar-1994
MISC. DESIGN (F Head X)	Argentina	1908049	Registered	09 Int.	13-Dec-2002
MISC. DESIGN (F Head X)	Argentina	1908048	Registered	16 Int.	13-Dec-2002

*

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
MISC. DESIGN (F Head X)	Argentina	1908047	Registered	18 Int.	13-Dec-2002
MISC. DESIGN (F Head X)	Argentina	1908727	Registered	25 Int.	23-Dec-2002
MISC. DESIGN (F Head X)	Austria	171313	Registered	25 Int.	01-Sep-1997
MISC. DESIGN (F Head X)	Canada	TMA509433	Registered		16-Mar-1999
MISC. DESIGN (F Head X)	Canada	TMA600796	Registered		28-Jan-2004
MISC. DESIGN (F Head X)	China (Peoples Republic)	3007733	Registered	09 Int.	14-Jan-2004
MISC. DESIGN (F Head X)	China (Peoples Republic)	3007732	Registered	16 Int.	21-Jan-2003
MISC. DESIGN (F Head X)	China (Peoples Republic)	3007731	Registered	18 Int.	21-Jan-2003
MISC. DESIGN (F Head X)	China (Peoples Republic)	3007730	Registered	25 Int.	14-Feb-2004
MISC. DESIGN (F Head X)	Colombia	280660	Registered	25 Int.	14-Aug-2003
MISC. DESIGN (F Head X)	Colombia	244668	Registered	28 Int.	18-Jul-2001
MISC. DESIGN (F Head X)	Costa Rica	3451-7978	Registered	09 Int.	14-Aug-2001
MISC. DESIGN (F Head X)	Costa Rica	2434-7978	Registered	16 Int.	08-Jun-2001
MISC. DESIGN (F Head X)	Costa Rica	2433-7978	Registered	18 Int.	08-Jun-2001
MISC. DESIGN (F Head X)	Costa Rica	3449-7978	Registered	25 Int.	14-Aug-2001
MISC. DESIGN (F Head X)	Croatia	Z20011650	Registered	25 Int.	16-May-2002
MISC. DESIGN (F Head X)	Czech Republic	247472	Registered	09 Int.	24-Sep-2002
MISC. DESIGN (F Head X)	Czech Republic	247473	Registered	16 Int.	24-Sep-2002

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
MISC. DESIGN (F Head X)	Czech Republic	247474	Registered	18 Int.	24-Sep-2002
MISC. DESIGN (F Head X)	Czech Republic	247475	Registered	25 Int.	24-Sep-2002
MISC. DESIGN (F Head X)	Ecuador	25168	Registered	25 Int.	04-Sep-2003
MISC. DESIGN (F Head X)	France	99/811914	Registered	09 Int., 16 Int., 18 Int., 25 Int.	13-Sep-1999
MISC. DESIGN (F Head X)	Germany	39740076	Registered	09 Int., 25 Int.	24-Oct-1997
MISC. DESIGN (F Head X)	Guatemala	132597	Registered	25 Int.	17-Oct-2004
MISC. DESIGN (F Head X)	Hong Kong	05540/2002	Registered	09 Int.	10-May-2002
MISC. DESIGN (F Head X)	Hong Kong	13873/2002	Registered	16 Int.	24-Oct-2002
MISC. DESIGN (F Head X)	Hong Kong	01435/2003	Registered	18 Int.	07-Feb-2003
MISC. DESIGN (F Head X)	Hong Kong	1434/2003	Registered	25 Int.	07-Feb-2003
MISC. DESIGN (F Head X)	Hungary	174458	Registered	25 Int.	19-Feb-2003
MISC. DESIGN (F Head X)	Indonesia	538183	Registered	09 Int.	02-Jun-2003
MISC. DESIGN (F Head X)	Indonesia	538184	Registered	16 Int.	02-Jun-2003
MISC. DESIGN (F Head X)	Indonesia	538185	Registered	18 Int.	02-Jun-2003
MISC. DESIGN (F Head X)	Italy	781155	Registered	25 Int.	24-May-1999
MISC. DESIGN (F Head X)	Japan	4218274	Registered	25 Int.	04-Dec-1998
MISC. DESIGN (F Head X)	Japan	4674219	Registered	09 Int.	23-May-2003
MISC. DESIGN (F Head X)	Japan	4589294	Registered	16 Int.	26-Jul-2002

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
MISC. DESIGN (F Head X)	Japan	4639005	Registered	18 Int.	24-Jan-2003
MISC. DESIGN (F Head X)	Malaysia	2001/14353	Registered	09 Int.	12-Aug-2004
MISC. DESIGN (F Head X)	Mauritius	A 49 No. 23	Registered		20-Nov-2000
MISC. DESIGN (F Head X)	Mexico	810297	Registered	09 Int.	17-Oct-2003
MISC. DESIGN (F Head X)	Mexico	773915	Registered	16 Int.	13-Jan-2003
MISC. DESIGN (F Head X)	Mexico	682565	Registered	18 Int.	20-Dec-2000
MISC. DESIGN (F Head X)	New Zealand	244397	Registered	25 Int.	05-Jan-1995
MISC. DESIGN (F Head X)	Norway	214509	Registered	09 Int.	30-May-2002
MISC. DESIGN (F Head X)	Norway	214510	Registered	16 Int.	30-May-2002
MISC. DESIGN (F Head X)	Norway	215756	Registered	18 Int.	05-Sep-2002
MISC. DESIGN (F Head X)	Peru	78361	Registered	09 Int.	12-Feb-2002
MISC. DESIGN (F Head X)	Peru	78362	Registered	16 Int.	12-Feb-2002
MISC. DESIGN (F Head X)	Peru	78363	Registered	18 Int.	12-Feb-2002
MISC. DESIGN (F Head X)	Russian Federation	228290	Registered	09 Int.	20-Nov-2002
MISC. DESIGN (F Head X)	Russian Federation	228289	Registered	16 Int.	20-Nov-2002
MISC. DESIGN (F Head X)	Russian Federation	228461	Registered	18 Int.	20-Nov-2002
MISC. DESIGN (F Head X)	Singapore	T01/17908D	Registered	09 Int.	17-Nov-2001
MISC. DESIGN (F Head X)	Singapore	T01/17909B	Registered	16 Int.	12-Nov-2002

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
MISC. DESIGN (F Head X)	Slovakia	201686	Registered	25 Int.	16-Jan-2003
MISC. DESIGN (F Head X)	Slovenia	200171686	Registered	25 Int.	21-Aug-2002
MISC. DESIGN (F Head X)	South Africa	97/13134	Registered	25 Int.	03-Oct-2001
MISC. DESIGN (F Head X)	Spain	2255430	Registered	25 Int.	06-Mar-2000
MISC. DESIGN (F Head X)	Spain	2255427	Registered	09 Int.	03-Sep-1999
MISC. DESIGN (F Head X)	Spain	2255428	Registered	16 Int.	06-Mar-2000
MISC. DESIGN (F Head X)	Spain	2255429	Registered	18 Int.	03-Sep-1999
MISC. DESIGN (F Head X)	Switzerland	496168	Registered	09 Int.	20-Mar-2002
MISC. DESIGN (F Head X)	Switzerland	496167	Registered	16 Int.	20-Mar-2002
MISC. DESIGN (F Head X)	Switzerland	497888	Registered	18 Int.	17-Apr-2002
MISC. DESIGN (F Head X)	Switzerland	496166	Registered	25 Int.	20-Mar-2002
MISC. DESIGN (F Head X)	Taiwan	1029721	Registered	09 Int.	16-Jan-2003
MISC. DESIGN (F Head X)	Taiwan	1023199	Registered	16 Int.	16-Nov-2002
MISC. DESIGN (F Head X)	Taiwan	1030404	Registered	18 Int.	16-Jan-2003
MISC. DESIGN (F Head X)	Taiwan	1044542	Registered	25 Int.	16-May-2003
MISC. DESIGN (F Head X)	Thailand	Kor193304	Registered	09 Int.	03-Mar-2004
MISC. DESIGN (F Head X)	Thailand	Kor193995	Registered	16 Int.	17-Mar-2004
MISC. DESIGN (F Head X)	Thailand	Kor163086	Registered	18 Int.	08-Jul-2002

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
MISC. DESIGN (F Head X)	Thailand	Kor176716	Registered	25 Int.	04-Mar-2003
MISC. DESIGN (F Head X)	United Kingdom	2123072	Registered	09 Int., 25 Int.	26-Mar-1999
MISC. DESIGN (F Head X)	United States of America	2232648	Registered	09 Int.	16-Mar-1999
MISC. DESIGN (F Head X)	United States of America	2189804	Registered	16 Int.	15-Sep-1998
MISC. DESIGN (F Head X)	United States of America	2192660	Registered	18 Int.	29-Sep-1998
MISC. DESIGN (F Head X)	United States of America	2181243	Registered	25 Int.	11-Aug-1998
MISC. DESIGN (F Head X) old design	Italy	454927	Registered	25 Int.	03-Nov-1986
MISC. DESIGN (F Head X) old design	United Kingdom	B1189099	Registered	25 Int.	22-Jan-1983
MISC. DESIGN (F Head X) old design	United States of America	1318236	Registered	25 Int.	05-Feb-1985
MISC. DESIGN (FOX HEAD - OLD DESIGN)	United Kingdom	1127613	Registered	16 Int.	26-Jan-1980
MISC. DESIGN (FOX HEAD - OLD DESIGN)	United States of America	1568070	Registered	09 Int., 16 Int., 25 Int.	28-Nov-1989
MISC. DESIGN (FOX HEAD)	Australia	737471	Registered	25 Int.	23-Jan-1998
MISC. DESIGN (FOX HEAD)	Brazil	819542067	Registered	25 Int.	22-Jun-1999
MISC. DESIGN (FOX HEAD)	Canada	TMA548876	Registered		30-Jul-2001
MISC. DESIGN (FOX HEAD)	China (Peoples Republic)	3007729	Registered	09 Int.	21-Feb-2003
MISC. DESIGN (FOX HEAD)	China (Peoples Republic)	3007728	Registered	16 Int.	28-Mar-2003
MISC. DESIGN (FOX HEAD)	China (Peoples Republic)	3007727	Registered	18 Int.	21-Jan-2003
MISC. DESIGN (FOX HEAD)	China (Peoples Republic)	3007766	Registered	25 Int.	21-Jan-2003

*

*

*

*

*

*

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
MISC. DESIGN (FOX HEAD)	Colombia	218985	Registered	25 Int.	26-Jul-1999
MISC. DESIGN (FOX HEAD)	Colombia	218984	Registered	28 Int.	26-Jul-1999
MISC. DESIGN (FOX HEAD)	Costa Rica	3450-7978	Registered	09 Int.	14-Aug-2001
MISC. DESIGN (FOX HEAD)	Costa Rica	2260-7978	Registered	16 Int.	29-May-2001
MISC. DESIGN (FOX HEAD)	Costa Rica	2298-7978	Registered	18 Int.	29-May-2001
MISC. DESIGN (FOX HEAD)	Costa Rica	3803-7978	Registered	25 Int.	05-Sep-2001
MISC. DESIGN (FOX HEAD)	European Community	2421352	Registered	09 Int., 16 Int., 18 Int., 25 Int.	12-Dec-2002
MISC. DESIGN (FOX HEAD)	France	99/811913	Registered	09 Int., 16 Int., 18 Int., 25 Int.	13-Sep-1999
MISC. DESIGN (FOX HEAD)	Hungary	176467	Registered	25 Int.	10-Sep-2003
MISC. DESIGN (FOX HEAD)	Italy	454928	Registered	25 Int.	03-Nov-1986
MISC. DESIGN (FOX HEAD)	Italy	781156	Registered	25 Int.	24-May-1999
MISC. DESIGN (FOX HEAD)	Japan	3253531	Registered	25 Int.	31-Jan-1997
MISC. DESIGN (FOX HEAD)	Japan	4621605	Registered	09 Int.	15-Nov-2002
MISC. DESIGN (FOX HEAD)	Japan	4588430	Registered	16 Int.	19-Jul-2002
MISC. DESIGN (FOX HEAD)	Japan	4639992	Registered	18 Int.	24-Jan-2003
MISC. DESIGN (FOX HEAD)	Mauritius	A 49 No. 24	Registered		20-Nov-2000
MISC. DESIGN (FOX HEAD)	Mexico	688988	Registered	09 Int.	28-Feb-2001
MISC. DESIGN (FOX HEAD)	Mexico	706671	Registered	16 Int.	25-Jul-2001

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
MISC. DESIGN (FOX HEAD)	Mexico	682566	Registered	18 Int.	20-Dec-2000
MISC. DESIGN (FOX HEAD)	Mexico	774729	Registered	25 Int.	
MISC. DESIGN (FOX HEAD)	Singapore	T04/11560E	Registered	09 Int.	11-Apr-2005
MISC. DESIGN (FOX HEAD)	Spain	2104617	Registered	25 Int.	20-Jan-1998
MISC. DESIGN (FOX HEAD)	Spain	2255431	Registered	09 Int.	03-Sep-1999
MISC. DESIGN (FOX HEAD)	Spain	2255432	Registered	16 Int.	06-Mar-2000
MISC. DESIGN (FOX HEAD)	Spain	2255426	Registered	18 Int.	03-Sep-1999
MISC. DESIGN (FOX HEAD)	Switzerland	496164	Registered	09 Int.	20-Mar-2002
MISC. DESIGN (FOX HEAD)	Switzerland	496165	Registered	16 Int.	20-Mar-2002
MISC. DESIGN (FOX HEAD)	Switzerland	497887	Registered	18 Int.	17-Apr-2002
MISC. DESIGN (FOX HEAD)	Switzerland	496163	Registered	25 Int.	20-Mar-2002
MISC. DESIGN (FOX HEAD)	United Kingdom	1125288	Registered	25 Int.	06-Dec-1979
MISC. DESIGN (FOX HEAD)	United Kingdom	1127614	Registered	16 Int., 25 Int., 26 Int.	26-Jan-1980
MISC. DESIGN (FOX HEAD)	United Kingdom	2123131	Registered	09 Int., 25 Int.	03-Oct-1997
MISC. DESIGN (FOX HEAD)	United States of America	2234764	Registered	09 Int.	23-Mar-1999
MISC. DESIGN (FOX HEAD)	United States of America	2194132	Registered	16 Int.	06-Oct-1998
MISC. DESIGN (FOX HEAD)	United States of America	2192661	Registered	18 Int.	29-Sep-1998
MISC. DESIGN (FOX HEAD)	United States of America	2188305	Registered	25 Int.	08-Sep-1998

* * * *

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
MISC. DESIGN (NEW F Head X DESIGN)	International Registration	841654	Registered	09 Int.	03-Mar-2005
MISC. DESIGN (NEW FOX HEAD DESIGN)	New Zealand	720531	Registered	09 Int.	28-Apr-2005
MISC. DESIGN (SHIFT LOGO)	Australia	896837	Registered	09 Int.	22-Jul-2002
MISC. DESIGN (SHIFT LOGO)	Australia	896834	Registered	16 Int.	22-Jul-2002
MISC. DESIGN (SHIFT LOGO)	Australia	896836	Registered	18 Int.	22-Jul-2002
MISC. DESIGN (SHIFT LOGO)	Australia	896833	Registered	25 Int.	22-Jul-2002
MISC. DESIGN (SHIFT LOGO)	European Community	2582252	Registered	09 Int., 16 Int., 18 Int., 25 Int.	21-May-2003
MISC. DESIGN (SHIFT LOGO)	Japan	4636781	Registered	09 Int.	17-Jan-2003
MISC. DESIGN (SHIFT LOGO)	Japan	4598719	Registered	16 Int.	23-Aug-2002
MISC. DESIGN (SHIFT LOGO)	Japan	4598720	Registered	18 Int.	23-Aug-2002
MISC. DESIGN (SHIFT LOGO)	Japan	4592548	Registered	25 Int.	02-Aug-2002
MISC. DESIGN (SHIFT LOGO)	Switzerland	494782	Registered	09 Int.	19-Feb-2002
MISC. DESIGN (SHIFT LOGO)	Switzerland	494783	Registered	16 Int.	19-Feb-2002
MISC. DESIGN (SHIFT LOGO)	Switzerland	498109	Registered	18 Int.	18-Apr-2002
MISC. DESIGN (SHIFT LOGO)	Switzerland	494784	Registered	25 Int.	19-Feb-2002
MISC. DESIGN (SHIFT LOGO)	United States of America	2406668	Registered	09 Int.	21-Nov-2000
MISC. DESIGN (SHIFT LOGO)	United States of America	2362788	Registered	16 Int.	27-Jun-2000
MISC. DESIGN (SHIFT LOGO)	United States of America	2296775	Registered	18 Int.	30-Nov-1999

* * *

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
* MISC. DESIGN (SHIFT LOGO)	United States of America	2298810	Registered	25 Int.	07-Dec-1999
MOTO-X FOX DESIGN	Italy	454926	Registered	25 Int.	03-Nov-1986
* PILOT	United States of America	2419625	Registered	09 Int.	09-Jan-2001
* RC4 (Stylized)	United States of America	2944268	Registered	16 Int.	26-Apr-2005
* RC4 (Stylized)	United States of America	2845464	Registered	25 Int.	25-May-2004
* RICKY CARMICHAEL (STYLIZED)	United States of America	2854332	Registered	18 Int.	15-Jun-2004
SHIFT	Australia	892747	Registered	09 Int., 16 Int., 18 Int., 25 Int.	22-Jul-2002
SHIFT	Canada	TMA597333	Registered		12-Dec-2003
SHIFT	Switzerland	498064	Registered	09 Int.	18-Apr-2002
SHIFT	Switzerland	498064	Registered	16 Int.	18-Apr-2002
SHIFT	Switzerland	498064	Registered	18 Int.	18-Apr-2002
SHIFT	Switzerland	498064	Registered	25 Int.	18-Apr-2002
* SHIFT	United States of America	2847631	Registered	09 Int.	01-Jun-2004
* SHIFT	United States of America	2747575	Registered	16 Int.	05-Aug-2003
* SHIFT	United States of America	2747574	Registered	18 Int.	05-Aug-2003
* SHIFT	United States of America	2711103	Registered	25 Int.	29-Apr-2003
SHIFT RACING	Australia	892748	Registered	09 Int., 16 Int., 18 Int., 25 Int.	29-May-2002
SHIFT RACING	European Community	2419372	Registered	09 Int., 16 Int., 18 Int., 25 Int.	28-Nov-2002

**FOX RACING, INC.
REGISTERED TRADEMARKS**

TrademarkName	CountryName	RegNumber	TrademarkStatus	Class	RegDate
SHIFT RACING	Japan	4674218	Registered	09 Int.	23-May-2003
SHIFT RACING	Japan	4585843	Registered	16 Int.	12-Jul-2002
SHIFT RACING	Japan	4698734	Registered	18 Int.	08-Aug-2003
SHIFT RACING	Japan	4585845	Registered	25 Int.	12-Jul-2002
SHIFT RACING	Switzerland	498063	Registered	09 Int.	18-Apr-2002
SHIFT RACING	Switzerland	498063	Registered	16 Int.	18-Apr-2002
SHIFT RACING	Switzerland	498063	Registered	18 Int.	18-Apr-2002
SHIFT RACING	Switzerland	498063	Registered	25 Int.	18-Apr-2002

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of April 14th, 2005 by and between FOX RACING, INC., a California corporation ("Debtor"), and WELLS FARGO HSBC TRADE BANK, NATIONAL ASSOCIATION ("Trade Bank").

RECITALS

WHEREAS, Trade Bank has extended or will hereafter extend credit to Debtor, and to secure its obligations to Trade Bank, Debtor has executed various agreements, including without limitation, that certain Continuing Security Agreement: Rights to Payment and Inventory dated as of April 14th 2005 covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement"); and

WHEREAS, Debtor and Trade Bank wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and Trade Bank hereby agree as follows:

1. Security Interests. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants, to Trade Bank a security interest in Debtor's entire right, title and interest in and to all of the following (the "Property"):

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor now has or at any time hereafter acquires an interest and the goodwill in Debtor's business and products associated with such trademarks, service marks, trade names, proprietary labels and logos; and

(b) the right to sue, in Trade Bank's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos.

The Property shall include without limitation: (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference and the Debtor's goodwill in its business associated with the same, and (ii) all registrations, renewals and/or extensions of any of the Property.

2. Obligations Secured. The security interest established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Debtor to Trade Bank, including without limitation, all obligations now existing or arising under or in connection with the Security Agreement, and/or in connection with any promissory note and/or loan agreement now or after any time hereafter executed by Debtor with Trade Bank, including but not limited to that certain Credit Agreement between

Debtor and Trade Bank dated as of April 14th, 2005, and all amendments, modifications and extensions thereto, and substitutions or replacements therefor which may from time to time be entered into between Debtor and Trade Bank (the "Loan Agreement"). Upon payment and performance in full of all of the obligations secured hereby, Trade Bank, at Debtor's cost and expense, shall terminate its security interest in the Property.

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which Trade Bank deems necessary or appropriate to perfect Trade Bank's security interest in the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark hereafter, Debtor shall duly execute, acknowledge and record in the United States Patent and Trademark Office a Trademark Security Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Security Agreement shall describe (with such particularity as may be required by said Patent and Trademark Office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Trade Bank's security interest.

4. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Security Agreement and the Loan Agreement), Debtor shall retain the right to use the Property in the ordinary course of Debtor's business. Debtor agrees neither to sell or assign its interest in, nor grant any license under, the Property, without the prior written consent of Trade Bank; provided however, that Debtor may grant such bona fide licenses for good and valuable consideration as are necessary and usual in the ordinary course of Debtor's business as it is presently conducted and as it may be legally expanded, on the condition that such licenses so granted shall be subject to the terms and conditions of the Security Agreement and this Agreement.

5. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) the Property listed on Exhibit A and in Exhibit A to any other Trademark Security Agreement (s) delivered by Debtor to Trade Bank represents all of the trademarks, service marks, trade names, proprietary labels and logos and applications therefor in which Debtor has any rights and in which Debtor has applied for any rights as of the date of this Agreement; and

(b) the information set forth in Exhibit A hereto is entirely correct.

6. Covenants. Debtor hereby covenants and agrees to cooperate with Trade Bank in whatever manner may be necessary or which Trade Bank may deem necessary or appropriate so that Trade Bank may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include, without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which Trade Bank reasonably may deem necessary or appropriate for prosecuting any trademark or other Property applications or applications for the registration, renewal or extension of any trademark or other Property in which Trade Bank acquires a security interest hereunder and for prosecuting

interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting of any legal actions or other proceedings involving any Property or application pertaining to any Property in which Trade Bank acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

7. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Trade Bank to defend the Property and Trade Bank's rights and interests therein and to promptly notify Trade Bank of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Trade Bank may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Trade Bank and hold Trade Bank harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Trade Bank may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Trade Bank, including without limitation, Property infringement suits that may be brought against Trade Bank.

8. Appointment. Trade Bank shall have the right to, in the name of Debtor, or in the name of Trade Bank or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Trade Bank (and any of Trade Bank's officers or employees or agents designated by Trade Bank) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Trade Bank deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Trade Bank's security interest in, the Property, (ii) execute any and all other documents and instruments, and perform any and all acts and things for and on behalf of Debtor, which Trade Bank may deem necessary or advisable to maintain, preserve, or protect the Property and to accomplish the purposes of this Agreement, including without limitation (A) to assert or retain any rights under any license agreement for any of the Property, (B) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Property, and (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for Trade Bank to use the Property, to grant or issue any exclusive or non-exclusive license with respect to any Property, and to assign, convey or otherwise transfer title in or dispose of any of the Property; provided, however, that in no event shall Trade Bank have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Property to any person, including itself, without Debtor's written consent. The foregoing shall in no way limit Trade Bank's rights and remedies upon or after the occurrence of an Event of Default. This power of attorney, being coupled with an interest, is irrevocable until termination of the Agreement.

9. License. For the purpose of enabling Trade Bank to exercise its rights and remedies hereunder or otherwise in connection with this Agreement, Debtor hereby grants to Trade Bank an irrevocable, non-exclusive and assignable license (exercisable without payment or royalty or other compensation to Debtor) to use, license or sublicense any Property.

10. Defaults. Upon the failure of Debtor to pay when due any sums owing to Trade Bank or upon occurrence of any Event of Default as defined in the Security Agreement, the

Loan Agreement and/or any contract or instrument pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to Trade Bank, subject to applicable cure provisions, if any, Trade Bank shall have the rights and remedies available to a secured party under law and/or expressly provided in the Security Agreement, the Loan Agreement and/or any such other contract or instrument. In addition, Trade Bank shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

If any Event of Default shall have occurred and be continuing, and following the giving of any notices required hereby, Trade Bank shall have, in addition to all other rights and remedies given it by this Agreement and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Property may be located and, without limiting the generality of the foregoing, Trade Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Property or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby. Any remainder of the proceeds after payment in full of such obligations shall be paid over to the Debtor or to such other party who may be entitled to such remaining proceeds. Notice of any sale or other disposition of the Property shall be given to Debtor at least five (5) days before the time of any intended public or private sale or other disposition of the Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Trade Bank may, to the extent permissible under applicable law, purchase the whole or any part thereof.

11. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Trade Bank's rights and remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Trade Bank the greatest rights and remedies with regard to the Property; and provided further, that Trade Bank's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

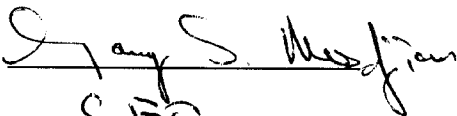
12. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Debtor may not assign this Agreement or any interest herein without Trade Bank's prior written consent.

13. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.

14. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Debtor and Trade Bank hereby execute and acknowledge this Agreement as of the date first written above.

FOX RACING, INC.

By: 
Title: CFO

WELLS FARGO HSBC TRADE BANK,
NATIONAL ASSOCIATION

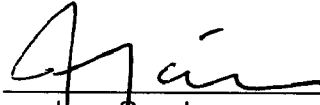
By: 
Title: Vice President

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT
Dated as of April 14th, 2005
between
FOX RACING, INC., a California corporation
and
WELLS FARGO HSBC BANK, NATIONAL ASSOCIATION

U.S. Trademark Application
Serial Number

Trademark

Application Date

U.S. Registered Trademark
Registration Number

Trademark

Registration Date