

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Four Wheel Drive Hardware, L.L.C.		02/07/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	The Bank of New York, as Administrative Agent
Street Address:	One Wall Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10286
Entity Type:	Association:

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2660089	AUTOMOTION.COM
Registration Number:	2951953	WELTMEISTER.COM
Registration Number:	2576551	STATESMAN
Registration Number:	2470955	PERFORMANCEPRODUCTS.COM
Registration Number:	2281111	AUTOMOTION
Registration Number:	2264851	W WELTMEISTER
Registration Number:	2277752	W WELTMEISTER
Registration Number:	2281093	WELTMEISTER
Registration Number:	2281092	AUTOMOTION
Registration Number:	2264828	WELTMEISTER
Registration Number:	1736397	PERFORMANCE PRODUCTS
Registration Number:	1287049	W WELTMEISTER
Registration Number:	1287048	WELTMEISTER

CH \$465.00 2660089

Registration Number:	1234031	AUTOMOTION
Registration Number:	2351499	FOUR WHEEL DRIVE HARDWARE
Registration Number:	2685891	4WD 4WHEEL DRIVE HARDWARE
Registration Number:	1399899	4WD
Registration Number:	2690388	4 WHEEL DRIVE HARDWARE

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: carey.lening@federalresearch.com

Correspondent Name: CBCInnovis dba Federal Research

Address Line 1: 1023 Fifteenth Street, NW, Suite 401

Address Line 2: attn: Carey Lening

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	352362
NAME OF SUBMITTER:	Carey Lening
Signature:	/cnl/
Date:	03/02/2006

Total Attachments: 13

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated February ~~7~~, 2006, is made by FOUR WHEEL DRIVE HARDWARE, L.L.C. (the "*Grantor*") in favor of The Bank of New York, as administrative agent (the "*Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TAP Parent, LLC, a Delaware limited liability company (the "*Borrower*"), TAP Holdings, LLC, as Parent and a Guarantor, the Subsidiary Guarantors named therein, as Guarantors, the Initial Lenders and Initial Issuing Banks named therein, AC Finance LLC, as Syndication Agent, and The Bank of New York, as Administrative Agent have entered into a Senior Secured Credit Agreement dated as of November 30, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"). Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the effectiveness of Amendment No. 1 to the Credit Agreement, the Grantor has executed and delivered that certain Security Agreement Supplement dated February ~~7~~, 2006 made by the Grantor to the Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities, as applicable.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Agent for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule A hereto (*provided* that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under

applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule A hereto (the "*Copyrights*");

(iv) all reissuances, divisions, revisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents and all obligations under the Secured Hedge Agreements, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. the Grantor hereby acknowledges and confirms that the grant of the security interest hereunder to, and the rights and remedies of, the Agent with respect to the Collateral are

more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any conflict between the terms and conditions of this IP Security Agreement and the terms and conditions of the Security Agreement, the terms and conditions of the Security Agreement shall control.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

FOUR WHEEL DRIVE HARDWARE, L.L.C.

By 

Name: Larrin M. Salvin
Title: Secretary

Address for Notices:

4448r Skate Route 14
COLUMBIANA, OH 44408
Attn: Barry Ryan

{Signature Page to Four Wheel Drive Hardware, L.L.C. IP Security Agreement}

TRADEMARK
REEL: 003257 FRAME: 0304

Schedule A
to
Intellectual Property Security Agreement

INTELLECTUAL PROPERTY

I. Patents and Patent Applications

None.

II. Trademarks

(a) Trademark Applications

None.

(b) Trademark Registrations

Mark	Country	Serial No./ Reg. No.	File Date/ Reg. Date
AUTOMOTION.COM	United States	2,660,089	02/11/00; Registered 12/10/02
WELTMEISTER.COM	United States	2,951,953	02/11/00; Registered 5/17/05
STATESMAN	United States	2,576,551	12/3/99; Registered 6/4/02
PERFORMANCEPRODUCTS.COM	United States	2,470,955	6/18/99; Registered 7/24/01
AUTOMOTION (Stylized)	United States	2,281,111	6/8/98; Registered 9/28/99
W WELTMEISTER and Design	United States	2,264,851	6/8/98; Registered 7/27/99
W WELTMEISTER and Design	United States	2,277,752	6/8/98; Registered 9/14/99

Mark	Country	Serial No./ Reg. No.	File Date/ Reg. Date
WELTMEISTER	United States	2,281,093	6/4/98; Registered 9/28/99
AUTOMOTION	United States	2,281,092	6/4/98; Registered 9/28/99
WELTMEISTER	United States	2,264,828	6/4/98; Registered 7/27/99
PERFORMANCE PRODUCTS and Design	United States	1,736,397	3/11/91; Renewed 12/1/02
WELTMEISTER W and Design	United States	1,287,049	4/11/83; Registered 7/24/84
WELTMEISTER	United States	1,287,048	3/28/83; Registered 7/24/84
AUTOMOTION	United States	1,234,031	10/5/81; Registered 4/5/83
4 WHEEL DRIVE HARDWARE	United States	2,351,499	12/21/98, Registered 5/23/00
4WD 4 WHEEL DRIVE HARDWARE	United States	2,685,891	12/14/01, Registered 2/11/03
4WD and Design	United States	1,399,899	5/14/85; Registered 7/1/86
4 WHEEL DRIVE HARDWARE and Design	United States	2,690,388	12/14/01; Registered 2/25/03
AUTOMOTION	CTM	1882802	9/28/00; Registered 4/2/02
WELTMEISTER	CTM	1877703	9/28/00; Registered 2/12/02

Mark	Country	Serial No./ Reg. No.	File Date/ Reg. Date
PERFORMANCEPRODUCTS. COM	CTM	1426212	12/15/99; Registered 2/6/01
WELTMEISTER	Japan	4565332	10/03/00; Registered 5/10/02

III. Copyrights.

TITLE	REGISTRATION NO.
Performance Products for Mercedes, Catalog No. 107-7, Spring-Summer 2001	TX 5-467-298(2001)
Performance Products for Mercedes, Catalog No. 123-7, Spring-Summer 2001	TX 5-467-306(2001)
Performance Products for Mercedes, Catalog No. 124E-7, Spring-Summer 2001	TX 5-467-299(2001)
Performance Products for Mercedes, Catalog No. 124L-7, Spring-Summer 2001	TX 5-467-300(2001)
Performance Products for Mercedes, Catalog No. 126-7, Spring-Summer 2001	TX 5-467-293(2001)
Performance Products for Mercedes, Catalog No. 201-7, Spring-Summer 2001	TX 5-467-292(2001)
Performance Products for Mercedes, Catalog No. PAD30	TX 5-467-304(2001)
Performance Products for Mercedes, Catalog No. PAD31, Fall 2001	TX 5-458-645 (2001)
Performance Products for Mercedes, Catalog No. 107-8, Fall-Winter 2001	TX 5-458-641(2001)
Performance Products for Mercedes, Catalog No. 107-9, Spring-Summer 2002	TX 5-509-251(2002)
Performance Products for Mercedes, Catalog No. 123-8, Fall-Winter 2001	TX 5-458-646 (2001)
Performance Products for Mercedes, Catalog No. 123-9, Spring-Summer 2002	TX 5-509-252 (2002)
Performance Products for Mercedes, Catalog No. 124E-8, Fall-Winter 2001	TX 5-458-638 (2001)
Performance Products for Mercedes, Catalog No. 124L-8, Fall-Winter 2001	TX 5-458-642 (2001)
Performance Products for Mercedes, Catalog No. 126-8, Fall-Winter 2001	TX 5-458-643 (2001)
Performance Products for Mercedes, Catalog No. 126-9, Spring-Summer 2002	TX 5-509-254 (2002)
Performance Products for Mercedes, Catalog No. 201-8, Fall-Winter 2001	TX 5-458-644 (2001)
Performance Products for Mercedes, Catalog No. 201-9, Spring-Summer 2002	TX 5-509-253 (2002)

TITLE	REGISTRATION NO.
Performance Products for Jeep, Catalog No. 11J, Winter-Spring 2001	TX 5-467-302 (2001)
Performance Products for Jeep, Catalog No. 12J, Spring-Summer 2001	TX 5-467-296 (2001)
Performance Products for Jeep, Catalog No. 13J, Summer-Fall 2001	TX 5-448-834 (2001)
Performance Products for Jeep, Catalog No. 14J, Fall-Winter 2001	TX 5-464-700 (2001)
Performance Products for Ford, Catalog No. 23F, Winter-Spring 2001	TX 5-467-305 (2001)
Performance Products for Ford, Catalog No. 24F, Spring-Summer 2001	TX 5-467-295 (2001)
Performance Products for Ford, Catalog No. 25F, Summer-Fall 2001	TX 5-448-833 (2001)
Performance Products for Ford, Catalog No. 26F, Fall-Winter 2001	TX 5-464-702 (2001)
Performance Products for Chevy/GMC, Catalog No. 16C, Winter-Spring 2001	TX 5-467-290 (2001)
Performance Products for Chevy/GMC, Catalog No. 17C, Spring-Summer 2001	TX 5-467-294 (2001)
Performance Products for Chevy/GMC, Catalog No. 18C, Summer-Fall 2001	TX 5-448-832 (2001)
Performance Products for Chevy/GMC, Catalog No. 19C, Fall-Winter 2001	TX 5-464-699 (2001)
Performance Products for Cars, Trucks, SUVs, Catalog No. 2G, Winter-Spring 2001	TX 5-467-291 (2001)
Performance Products for Toyota, Catalog No. 28T, Spring-Summer 2001	TX 5-467-297 (2001)
Performance Products for Toyota, Catalog No. 29T, Spring-Summer 2001	TX 5-467-301 (2001)
Performance Products for Toyota, Catalog No. 30T, Summer-Fall 2001	TX 5-448-831 (2001)
Performance Products for Toyota, Catalog No. 31T, Fall-Winter 2001	TX 5-464-701 (2001)
Performance Products/Catalog No. 49G, Spring-Summer 2001	TX 5-467-303 (2001)
Performance Products/Catalog No. 50A, Fall-Winter 2001	TX 5-458-640 (2001)
Performance Products/Catalog No. 50B	TX 5-458-639 (2001)
Performance Products for Mercedes, Catalog No. PAD 29	TX 5-312-920 (2000)
Performance Products for Jeep, Catalog No. 10J, Fall-Winter 2000	TX 5-312-915 (2000)
Performance Products for Ford, Catalog No. 22F, Fall-Winter 2000	TX 5-312-918 (2000)
Performance Products for Chevy, Catalog No. 15C, Fall-Winter 2000	TX 5-312-917 (2000)
Performance Products for Cars, Trucks & SUVs, Catalog No. 1G, Fall-Winter	TX 5-312-916 (2000)
Performance Products for Toyota, Catalog No. 27T, Fall-Winter 2000	TX 5-312-919 (2000)
Performance Products/Catalog No. 48B, Fall-Winter 2000	TX 5-298-647 (2000)

TITLE	REGISTRATION NO.
Performance Products for Mercedes, PAD Catalog 33, Summer/Fall 2002	TX 5-590-319 (2002)
Performance Products for your Ford, Catalog 29F, Summer/Fall 2002	TX 5-590-318 (2002)
Performance Products for your Jeep, Catalog 17J, Summer/Fall 2002	TX 5-590-317 (2002)
Performance Products for Your Toyota, Catalog 34T, Summer/Fall 2002	TX 5-590-316 (2002)
Performance Products for Your Ford, Catalog No. 27F, Winter/Spring 2002	TX 5-575-737 (2002)
Performance Products & Automation, Catalog 51B, Spring/Summer 2002	TX 5-575-736 (2002)
Performance Products & Automation, Catalog 51A, Spring/Summer 2002	TX 5-575-735 (2002)
Performance Products for your Chevy, Catalog No. 20C, Winter/Spring 2002	TX 5-575-734 (2002)
Performance Products for Your Jeep, Spring/Summer 2002	TX 5-524-621 (2002)
Performance Products for Your Toyota, Catalog 33T, Spring/Summer 2002	TX 5-513-557 (2002)
Performance Products for your Ford: Catalog No. 28F, Spring/Summer 2002	TX 5-509-055 (2002)
Performance Products for Your Chevy: Catalog No. 21C, Spring/Summer 2002	TX 5-509-054 (2002)
Performance Products and Automotion: 911, 912, 930 and Boxter	TX 5-391-209 (2000)
Performance Products for your Mercedes, Catalog 126-6	TX 5-391-208 (2000)
Performance Products for Your Mercedes, Catalog 201-6, Fall/Winter 2000	TX 5-298-649 (2000)
Performance Products for Your Mercedes, Catalog 124L-6, Fall-Winter 2000	TX 5-298-648 (2000)
Performance Products Mercedes 124E-6, Fall/Winter 2000	TX 5-298-646 (2000)
Performance Products Mercedes 123-6, Fall/Winter 2000	TX 5-298-645 (2000)
Performance Products for Your Mercedes, Catalog 107.5	TX 5-298-644 (2000)
Performance Products, No. 21F, Summer/Fall 2000	TX 5-271-411 (2000)
Performance Products, No. 12C, Winter/Spring 2000	TX 5-271-410 (2000)
Performance Products, No. 124L-5, Summer/Fall 2000	TX 5-271-409 (2000)
Performance Products, No. 9J, Summer/Fall 2000	TX 5-271-408 (2000)
Performance Products, No. 26T, Summer/Fall 2000	TX 5-271-407 (2000)
Performance Products for Your Mercedes, Catalog 32M, Spring/Summer 2000	TX 5-130-029 (2000)
Performance Products for Your Mercedes, Catalog 31M, Fall/Winter 1999	TX 5-130-028 (2000)
Performance Products for Your Mercedes, Catalog 23M, Winter/Spring 2000	TX 5-130-027 (2000)
Performance Products for Your Mercedes, Catalog 30M, Winter/Spring 2000	TX 5-130-026 (2000)

TITLE	REGISTRATION NO.
Performance Products for Your Chevy/GMC: The Best Source of Performance Parts and Accessories, Catalog No. 12C, winter/Spring 2000	TXu 921-786 (2000)
Performance Products for Your Porsche: The Best Source of Performance Parts and Accessories, Catalog No. 47B, Spring/Summer 2000	TXu 921-785 (2000)
Performance Products for Your Porsche: The Best Source of Performance Parts and Accessories, Catalog No. 46G, Fall/Winter 1999	TXu 921-784 (2000)
Performance Products for Your Ford: The Best Source of Performance Parts and Accessories, Catalog No. 19F, Winter/Spring 2000	TXu 921-783 (2000)
Performance Products for Your Toyota: The Best Source of Performance Parts and Accessories, Catalog No. 24T, Winter/Spring 2000	TXu 921-782 (2000)
Performance Products for Your Jeep: The Best Source of Performance Parts and Accessories, Catalog No. 6J, Fall/Winter 1999	TXu 921-781 (2000)
Performance Products Catalog No. 5, 1995-1996	TX 4-035-422 (1995)
Performance Products, Catalog No. 28	TX 3-983-634 (1994)
Performance Products for Toyota Trucks, Landcruisers, 4Runners & T100's, Catalog No. 4, 1994-95	TX 3-959-243 (1994)
Performance Products, Catalog No. 2	TX 3-957-807 (1994)
Performance Products, Catalog No. 33	TX 3-944-836 (1994)
Performance Products: For Toyota Truck Owners Only, Summer/Fall 1991	TX 3-165-926 (1991)
Performance Products, Catalog No. 27	TX 3-065-517 (1991)
Performance Products - Catalog No. 24	TX 2-732-099 (1990)
Performance Products: Parts, Tools, Accessories for Porsche, Catalog No. 22	TX 2-603-713 (1989)
Performance Products, Catalog 15: Parts, Tools, Accessories for Porsche	TX 2-228-773 (1987)
Performance Products Collection 3	TX 2-194-015 (1987)
Performance Products/Catalog No. 30	TX 4-028-864 (1994)
Performance Products/Catalog No. 31	TX 3-952-945 (1994)
Performance Products/Catalog No. 32	TX 3-963-856 (1994)
Performance Products/Catalog No. 34	TX 3-963-857 (1994)
Performance Products/Catalog No. 1	TX 3-996-508 (1995)
Performance Products/Catalog No. 35	TX 4-007-356 (1995)
Performance Products/Catalog No. 29	TX 3-314-145 (1992)
Performance Products/Catalog No. 26	TX 3-066-076 (1990)
Performance Products/Catalog No. 25	TX 2-805-469 (1990)
Performance Products/Catalog No. 23	TX 2-640-199 (1989)
Performance Products/Catalog No. 21	TX 2-311-939 (1988)
Performance Products/Catalog No. 18	TX 2-189-686 (1987)
Performance Products/Catalog No. 20	TX 2-189-687 (1987)
4 Wheel Drive Hardware: The Leader in Parts and Accessories for Jeep CJ and Wrangler, Fall 2001	TX 5-580-945
Four Wheel Drive Hardware 2001 Holiday Jeep Catalog	TX 5-494-850
Four Wheel Drive Hardware	TX 5-101-377

TITLE	REGISTRATION NO.
Four Wheel Drive Hardware: Tracker, Isuzu Amigo, Suzuki Sidekick & Samurai	TX 5-101-376
Four Wheel Drive Hardware 1999 Spring Catalog	TX 4-947-519
Four Wheel Drive Hardware 1998 Fall Catalog	TX 4-912-974
Installing the Fiberglass Jeep Body	PA 393258
Performance products for Mercedes, catalog no. PAD34, fall 2002	TX 5-640-574
Performance products for Mercedes, catalog no. PAD35, winter 02	TX 5-640-579
Performance products for Mercedes, catalog no. 107-10, fall-winter 02	TX 5-640-573
Performance products for Mercedes, catalog no. 123-10, fall-winter 02	TX 5-640-578
Performance products for Mercedes, catalog no. 124-10, fall-winter 02	TX 5-640-577
Performance products for Mercedes, catalog no. 126-10, fall-winter 02	TX 5-640-576
Performance products for Mercedes, catalog no. 201-10, fall-winter 02	TX 5-640-575
Performance products for Mercedes, catalog no. 107-11, Spring 03	TX 5-709-421
Performance products for Mercedes, catalog no. 123-11, Spring 03	TX 5-709-423
Performance products for Mercedes, catalog no. 124-11, Spring 03	TX 5-709-422
Performance products for Mercedes, catalog no. 126-11, Spring 03	TX 5-709-424
Performance products for Mercedes, catalog no. 201-11, Spring 03	TX 5-709-425
Performance products for Jeep, catalog no. 18J, fall-winter 02	TX 5-640-570
Performance products for Jeep, catalog no. 19J, winter-spring 03	TX 5-709-427
Performance products for Ford, catalog no. 30F, winter-spring 02	TX 5-640-568
Performance products for Ford, catalog no. 31F, winter-spring 03	TX 5-640-568
Performance products for Chevy, catalog no. 23C, fall-winter 02	TX 5-640-567
Performance products for Chevy, catalog no. 24C, winter-spring 03	TX 5-709-426
Performance products for Toyota trucks, Landcruisers, 4Runners & T100's, catalog no. 35T, Fall-winter 02	TX 5-640-569
Performance products for Toyota trucks, Landcruisers, 4Runners & T100's, catalog no. 36T, winter-spring 03	TX 5-709-429
Performance products: serving Porsche owners since 1964: parts, tools, accessories for Porsche, catalog no. 52A, fall-winter 02	TX 5-640-571
Performance products: serving Porsche owners since 1964: parts, tools, accessories for Porsche, catalog no. 52B, fall-winter 02	TX 5-640-572
Performance products for Jeep, no. 15J, winter-spring 02	TX 5-575-368

TITLE	REGISTRATION NO.
Performance products for Chevy, catalog no. 22C, summer-fall 02	TX 5-570-153
Performance products for Toyota trucks, Landcruisers, 4Runners & T100's, catalog no. 32T, winter-spring 02	TX 5-535-633
Performance products : the super store for your Porsche : catalog 53B, spring/summer 2003	TX 5-724-611
Performance products : the super store for your Porsche : catalog 53A, spring/summer 2003	TX 5-724-610