

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Mr. Gasket, Inc.		01/12/2007	CORPORATION: DELAWARE

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	B&M Racing & Performance Products Inc.
<b>Street Address:</b>	9142 Independence Avenue
<b>City:</b>	Chatsworth
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91311
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	0781323	H
Registration Number:	1339113	V MATIC
Registration Number:	2442587	H HURST & SHIFTER
Registration Number:	2457107	QUARTER STICK
Registration Number:	2581527	V-GATE 2
Registration Number:	2588251	PISTOL-GRIP QUARTER STICK
Registration Number:	2634055	HOT SHIFT
Registration Number:	2554302	PISTOL-GRIP
Registration Number:	2720374	LINE/LOC
Registration Number:	2785750	H HURST
Registration Number:	1135075	AUTO/STICK
Registration Number:	0920146	HURST
Registration Number:	1201952	DUAL/GATE
Registration Number:	0760957	COMPETITION/PLUS

**OP \$440.00 0781323**

Registration Number:	1256014	ROLL/CONTROL
Registration Number:	1249778	LIGHTNING RODS
Serial Number:	78916791	BILLET/PLUS

**CORRESPONDENCE DATA**

Fax Number: (617)951-8736  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 617-951-8000  
Email: eileen.sullivan@bingham.com  
Correspondent Name: Eileen Sullivan  
Address Line 1: Bingham McCutchen LLP  
Address Line 2: 150 Federal Street  
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	ASSIGNMENT
NAME OF SUBMITTER:	Eileen Sullivan
Signature:	/eileen sullivan/
Date:	01/22/2007

**Total Attachments: 7**  
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**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of January 17, 2007, among B&M RACING & PERFORMANCE PRODUCTS INC.(F/K/A B&M RACING ACQUISITION CORP.) (the "Lead Borrower"), MCLEOD INDUSTRIES, INC. ("McLeod"), WEBER PERFORMANCE PRODUCTS, INC. ("Weber"), the other borrowers party hereto from time to time (the Lead Borrower, McLeod, Weber, and the other borrowers party hereto from time to time, each a "Borrower" and, collectively, the "Borrowers"), B&M RACING HOLDING CORP. (the "Parent"), each of the Subsidiaries of any Borrower which becomes a party hereto (each a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Borrowers, the Subsidiary Guarantors and the Parent are referred to herein each as a "Grantor" and , collectively, as the "Grantors"), and WEBSTER BANK, NATIONAL ASSOCIATION (the "Bank").

Reference is made to: (i) the Credit Agreement, dated as of June 30, 2005, among the Lead Borrower, the other Borrowers party thereto from time to time, the Parent and the Bank (as amended, supplemented or otherwise modified to the date hereof, the "Original Credit Agreement"), as amended and restated pursuant to the Amended and Restated Credit Agreement, dated as of the date hereof, among the Lead Borrower, McLeod, Weber, the other Borrowers party thereto from time to time, the Parent and the Bank (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (ii) the Security Agreement, dated as of June 30, 2005, dated as of June 30, 2005, among the Lead Borrower, the other Borrowers party thereto from time to time, the Parent, each of the Subsidiaries of any Borrower which becomes a party thereto, and the Bank (as amended, supplemented or otherwise modified from time to time, the "Security Agreement").

Each of the Subsidiary Guarantors and the Parent has agreed to guarantee, among other things, all the obligations of each Loan Party under the Loan Documents. The obligations of the Bank to make Loans are conditioned upon, among other things, the execution and delivery by the Grantors of this agreement to secure the Obligations and the Bank would not have entered into the Credit Agreement if the Grantors had not executed and delivered this Security Agreement.

Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit agreement or the Security Agreement. The rules of construction specified in Section 1.2 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does grant to the Bank a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any

time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, in each case listed on Schedule I, all registrations and recordings thereof, and all registration and recording applications filed in the United States Patent and Trademark Office and all extensions or renewals thereof (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Bank herein are granted in furtherance, and not in limitation of, the security interests granted to the Bank pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Bank with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

SECTION 5. Applicable Law; Governing Law; Jurisdiction; Consent to Service of Process.

(a) This Agreement and any other agreement or documents relating thereto and the rights and obligations of the parties hereunder and thereunder shall be construed and interpreted in accordance with the law of Connecticut. Each Grantor hereby acknowledges that the underlying transactions to which the Loan Documents relate concerns the making, now or in the future of loans and advances to any Borrower and that said obligations of the Grantors are primarily to be performed in the State of Connecticut. Each Grantor agrees that the execution of this Agreement and the other Loan Documents and the rights and obligations of the parties hereunder and thereunder shall be deemed to have a Connecticut situs and each Grantor shall be subject to the personal jurisdiction of the courts of the State of Connecticut with respect to any action the Bank or its successors or assigns, may commence hereunder or thereunder. Accordingly, each Grantor hereby specifically and irrevocably consents to the jurisdiction of

the courts of the State of Connecticut with respect to all matters concerning this Agreement and the other Loan Documents, the Loans and/or any agreement, instrument or document executed or delivered in connection with this Agreement and the other Loan Documents or the enforcement of any of the foregoing.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each Grantor irrevocably consents to service of process in the manner provided for notices herein. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

#### SECTION 6. WAIVER OF JURY TRIAL; OTHER WAIVER.

(a) EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS TO WHICH IT IS A PARTY BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

(b) EACH GRANTOR HEREBY ACKNOWLEDGES THAT THE TRANSACTION OF WHICH THIS AGREEMENT IS A PART IS A COMMERCIAL TRANSACTION, AND HEREBY WAIVES ITS RIGHT TO NOTICE AND HEARING UNDER CHAPTER 903a OF THE CONNECTICUT GENERAL STATUTES, OR AS OTHERWISE ALLOWED BY ANY STATE OR FEDERAL LAW WITH RESPECT TO ANY PREJUDGMENT REMEDY WHICH BANK OR ITS SUCCESSORS OR ASSIGNS MAY DESIRE TO USE.

(c) EACH PARTY HERETO HEREBY ACKNOWLEDGES THAT THE TRANSACTIONS CONTEMPLATED HEREIN CONSTITUTE COMMERCIAL TRANSACTIONS. TO THE FULLEST EXTENT PERMITTED BY LAW, PURSUANT TO SECTION 52-278F OF THE

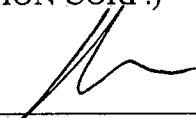
**CONNECTICUT GENERAL STATUTES, EACH GRANTOR HEREBY WAIVES AND RELINQUISHES ALL RIGHTS TO NOTICE AND HEARING AS PROVIDED IN SECTIONS 52-278A THROUGH 52-278G OF SAID CONNECTICUT GENERAL STATUTES PRIOR TO THE SECURING OF ANY PREJUDGMENT REMEDY AGAINST SUCH GRANTOR IN CONNECTION WITH THE OBLIGATIONS OR ANY OF THE INSTRUMENTS OR DOCUMENTS EXECUTED IN CONNECTION HEREWITH.**

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

B&M RACING & PERFORMANCE  
PRODUCTS INC.(F/K/A B&M RACING  
ACQUISITION CORP.)

by

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


MCLEOD INDUSTRIES, INC.

by

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

WEBER PERFORMANCE PRODUCTS,  
INC.

by

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

B&M RACING HOLDING CORP.

by

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

WEBSTER BANK, NATIONAL  
ASSOCIATION

by

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

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

B&M RACING & PERFORMANCE PRODUCTS INC.(F/K/A B&M RACING ACQUISITION CORP.)

by

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

MCLEOD INDUSTRIES, INC.

by

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

WEBER PERFORMANCE PRODUCTS, INC.

by

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

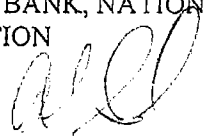
B&M RACING HOLDING CORP.

by

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

WEBSTER BANK, NATIONAL ASSOCIATION

by

  
\_\_\_\_\_  
Name: ALBERT SCHMEDIK  
Title: VICE PRESIDENT



SCHEDULE I

Trademarks

**B&M RACING & PERFORMANCE PRODUCTS INC.  
(F/K/A B&M RACING ACQUISITION CORP.)**

<u>Trademark</u>	<u>Application No Registration No.</u>	<u>Expiration Date</u>
H	781323	8-Dec-2014
V MATIC	1339113	4-Jun-2015
H HURST & SHIFTER DESIGN	2442587	10-Apr-2007
QUARTER STICK	2457107	5-Jun-2007
V-GATE 2	2581527	18-Jun-2008
PISTOL-GRIP QUARTER STICK	2588251	15-Jul-2008
HOT SHIFT	2634055	15-Oct-2008
PISTOL-GRIP	2554302	26-Mar-2008
LINE/LOC	2720374	3-Jun-2008
H HURST	2785750	11-Nov-2009
AUTO/STICK	1135075	13-May-2010
HURST	920146	14-Sep-2011
DUAL/GATE	1201952	20-Jul-2012
COMPETITION/PLUS DESIGN	760957	3-Dec-2013
ROLL/CONTROL	1256014	1-Nov-2013
LIGHTNING RODS	1249778	30-Aug-2013
BILLET/PLUS	Serial Number 78916791 Appn. Date 6/26/2006	