

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

10379-3

2

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

1. Name of conveying party(ies):

The Bank of New York, as agent

- 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) January 3, 2008

- Assignment
- Security Agreement
- Other Assignment of Intellectual Property Security Agreement
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Orix Finance Corp., as agent

Internal _____

Address: _____

Street Address: 1717 Main St.

City: Dallas

State: TX

Country: USA Zip: 75201

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

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)

Additional sheet(s) attached? Yes No

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

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP

Street Address: 35 W. Wacker Dr.

City: Chicago

State: IL Zip: 60601

Phone Number: 312-558-6352

Fax Number: 312-558-5700

Email Address: lkonrath@winston.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

9. Signature:

Laura Konrath
Signature

3/5/08
Date

Name of Person Signing

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

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

CH \$65.00 232428 76630262

Schedule A
Trademark Collateral

Continuation
Item 4

Mark	Country	Status	Serial No./ Reg. No.	File Date/ Reg. Date
PRO COMP (STYLIZED)	U.S. Federal	Pending	76630262	February 3, 2005
STREET LOCK	U.S. Federal	Pending	76525590	June 26, 2003

ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, **THE BANK OF NEW YORK**, with an office at One Wall Street, New York, New York 10286, as resigning administrative agent (in such capacity, the "*Original Agent*") for certain lenders (the "*Lenders*"), hereby assigns to **ORIX FINANCE CORP.**, as successor to the interest of Administrative Agent for the Lenders, with an office at 1717 Main Street, Suite 1100, Dallas, Texas 75201 (in such capacity, the "*Successor Agent*"), all of the Original Agent's right, title and interest in, to and under that certain Intellectual Property Security Agreement (Trademarks), dated as of November 30, 2005 (the "*IP Security Agreement*"), executed by **PROCOMPETITION TIRE AND WHEEL COMPANY, LLC (f/k/a PTW Acquisition, LLC)**, a Delaware limited liability company with its principal office at 801 West Artesia Boulevard Compton, CA 90220 (the "*Grantor*"), in favor of Original Agent, granting a security interest in those trademarks set forth on Schedule A attached hereto and recorded in the United States Patent and Trademark Office on December 21, 2005, Reel/Frame 003215/0107.

The Grantor hereby acknowledges and agrees that after giving effect to this Assignment, the security interests and assignments previously granted by Grantor in favor of Original Agent, in its capacity as administrative agent for the benefit of the Lenders, pursuant to the IP Security Agreement shall continue in full force and effect for the benefit of Successor Agent in its capacity as administrative agent for the benefit of the Lenders, and Grantor hereby reaffirms all such security interest grants and assignments and its obligations under the IP Security Agreement.

[Remainder of this page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property Security Agreement in United States Trademarks as of the 3rd day of January 2008.

GRANTOR:

PROCOMPETITION TIRE AND WHEEL COMPANY, LLC (f/k/a PTW Acquisition, LLC)

By: _____
Name: _____
Title: _____

ORIGINAL AGENT:

THE BANK OF NEW YORK, as resigning Administrative Agent

By: _____
Name: _____
Title: _____

SUCCESSOR AGENT:

ORIX FINANCE CORP., as Administrative Agent

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property Security Agreement in United States Trademarks as of the 3rd day of January 2008.

GRANTOR:

PROCOMPETITION TIRE AND WHEEL COMPANY, LLC (f/k/a PTW Acquisition, LLC)

By: _____
Name:
Title:

ORIGINAL AGENT:

THE BANK OF NEW YORK, as resigning
Administrative Agent

By:  _____
Name: DEAN STEPHAN
Title: MANAGING DIRECTOR

SUCCESSOR AGENT:

ORIX FINANCE CORP., as Administrative Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Intellectual Property Security Agreement in United States Trademarks as of the 3rd day of January 2008.

GRANTOR:

**PROCOMPETITION TIRE AND WHEEL
COMPANY, LLC (f/k/a PTW Acquisition, LLC)**

By: _____
Name:
Title:

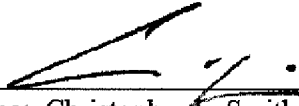
ORIGINAL AGENT:

THE BANK OF NEW YORK, as resigning
Administrative Agent

By: _____
Name:
Title:

SUCCESSOR AGENT:

ORIX FINANCE CORP., as Administrative Agent

By:  _____
Name: Christopher L. Smith
Title: Managing Director

Schedule A**Trademark Collateral**

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