

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 (4)

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
- Merger
- Change of Name

Other ASSIGNMENT OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

**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
- 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)

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:**

18

**7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 465**

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

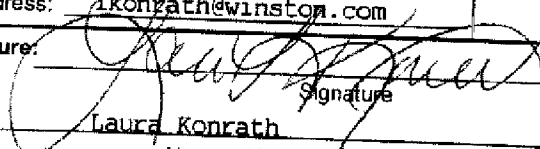
**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number 232428

Authorized User Name Laura Konrath

**9. Signature:**



Laura Konrath

Name of Person Signing

3/5/08

Date

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 \$465.00 232428 2660089

Continuation  
Item 4

Schedule A

Mark	Country	Serial No./ Reg. No.	File Date/ Reg. Date
1 AUTOMOTION.COM	United States	2,660,089	02/11/00; Registered 12/10/02
2 WELTMEISTER.COM	United States	2,951,953	02/11/00; Registered 5/17/05
3 STATESMAN	United States	2,576,551	12/3/99; Registered 6/4/02
4 PERFORMANCEPRODUCTS.COM	United States	2,470,955	6/18/99; Registered 7/24/01
5 AUTOMOTION (Stylized)	United States	2,281,111	6/8/98; Registered 9/28/99
6 W WELTMEISTER and Design	United States	2,264,851	6/8/98; Registered 7/27/99
7 W WELTMEISTER and Design	United States	2,277,752	6/8/98; Registered 9/14/99
8 WELTMEISTER	United States	2,281,093	6/4/98; Registered 9/28/99
9 AUTOMOTION	United States	2,281,092	6/4/98; Registered 9/28/99
10 WELTMEISTER	United States	2,264,828	6/4/98; Registered 7/27/99
11 PERFORMANCE PRODUCTS and Design	United States	1,736,397	3/11/91; Renewed 12/1/02
12 WELTMEISTER W and Design	United States	1,287,049	4/11/83; Registered 7/24/84

TRADEMARK

REEL: 003735 FRAME: 0832

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

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## 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 February 7, 2006 (the "*IP Security Agreement*"), executed by **FOUR WHEEL DRIVE HARDWARE, L.L.C.**, 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 March 2, 2006, Reel/Frame 003257/0299.

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:

**FOUR WHEEL DRIVE HARDWARE, L.L.C.**

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:

**FOUR WHEEL DRIVE HARDWARE, L.L.C.**

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:

**FOUR WHEEL DRIVE HARDWARE, L.L.C.**

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

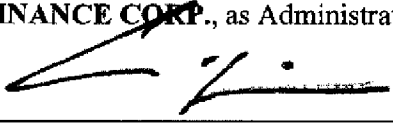
ORIGINAL AGENT:

**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

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
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WELTMEISTER	Japan	4565332	10/03/00; Registered 5/10/02

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RECORDED: 03/10/2008

TRADEMARK  
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