

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AIH Acquisition, LLC		06/04/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Textron Financial Corporation
Street Address:	11575 Great Oaks Way
Internal Address:	Suite 210
City:	Alpharetta
State/Country:	GEORGIA
Postal Code:	30022
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	78757157	AIR
Serial Number:	76603268	AMERICAN IRONHORSE
Registration Number:	2736237	AMERICAN IRONHORSE
Serial Number:	78977933	AMERICAN IRONHORSE AIR RIDERS
Serial Number:	78757201	AMERICAN IRONHORSE AIR RIDERS
Registration Number:	2788497	AMERICAN IRONHORSE
Registration Number:	2739913	AMERICAN IRONHORSE MOTORCYCLE COMPANY
Registration Number:	2464897	AMERICAN IRONHORSE MOTORCYCLE COMPANY
Serial Number:	77169841	BANDERA
Registration Number:	2532532	BANDIT
Serial Number:	77169828	CLASSIC CHOP
Serial Number:	77169835	JUDGE
Serial Number:	78804234	LEGEND

CH \$665.00 78757157

Serial Number:	78804220	LONE STAR CHOPPER
Registration Number:	2771424	
Serial Number:	78719615	
Serial Number:	78882580	
Registration Number:	2727423	OUTLAW
Registration Number:	2876021	RANGER
Registration Number:	2468746	SLAMMER
Registration Number:	2603195	TEJAS
Serial Number:	78719565	TEXAS CHOPPER
Serial Number:	78719591	TEXAS CHOPPERS
Serial Number:	76328439	TEXAS CHOPPERS
Registration Number:	2803056	TEXAS CHOPPERS
Serial Number:	76528560	THE BIKE THAT OWNS THE ROAD

CORRESPONDENCE DATA

Fax Number: (212)801-6400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2128019200
Email: draytonb@gtlaw.com
Correspondent Name: G. Roxanne Elings
Address Line 1: 200 Park Avenue
Address Line 2: Greenberg Traurig, LLP
Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	060302.012200
NAME OF SUBMITTER:	Anna Dalla Val
Signature:	/Anna Dalla Val/
Date:	06/27/2008

Total Attachments: 10
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**PATENT, COPYRIGHT AND TRADEMARK
SECURITY AGREEMENT**

THIS PATENT, COPYRIGHT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of June 4, 2008 between AIH ACQUISITION, LLC, a Delaware limited liability company ("Assignor") and **TEXTRON FINANCIAL CORPORATION**, a Delaware corporation ("Secured Party"). All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Loan Agreement (as defined below).

RECITALS

A. Assignor and Secured Party have entered into that certain Loan and Security Agreement dated as of May 21, 2008, pursuant to which Secured Party has agreed to extend credit to Assignor on the terms and conditions set forth therein (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement").

B. In order to induce Secured Party to enter into the Loan Agreement and the transactions contemplated thereby, and as a condition-thereto, Assignor is required to execute and deliver to Secured Party this Agreement and pursuant hereto to assign and grant to Secured Party a security interest (to the extent any grant of a security interest is not prohibited by applicable law or governmental authority) in and to all of Assignor's right, title, and interest in (i) the Copyrights listed on Schedule A hereto (the "Copyrights"), (ii) the Patents listed on Schedule A hereto (the "Patents"), (iii) the Trademarks listed on Schedule A hereto (the "Trademarks") (iv) the Domain Names listed on Schedule A hereto (the "Domain Names"), and (v) any other intellectual property of Assignor (the "Other Assets"), including without limitation, formulations, manufacturing procedures, quality control procedures and product specifications relating to any products sold under the Patents, Copyrights, Trademarks and Domain Names (collectively, the Copyrights, the Patents, the Trademarks, the Domain Names and the Other Assets shall be called the "Intellectual Property Collateral"). Any such Intellectual Property Collateral that is registered or has a pending application in the United States, Canada, Great Britain or China is listed on Schedule A attached hereto and incorporated herein by reference, as the same may be amended and supplemented from time to time.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. As collateral security for the prompt and punctual payment and performance of the Obligations by Assignor and for the prompt performance by Assignor of its obligations and undertakings under this Agreement, Assignor hereby grants to Secured Party, its successors and assigns, a security interest in all of the Intellectual Property Collateral, whether now owned or hereafter acquired by Assignor, and hereby grants, pledges and hypothecates such Intellectual Property Collateral to Secured Party.

2. Assignor covenants, warrants and represents that:

(a) Set forth on Schedule A attached hereto is a true and complete list as of the date hereof of all of Assignor's intellectual property that is registered or has a pending application in the United States, Canada, Great Britain or China.

(b) Assignor is the sole and exclusive owner of all of the Intellectual Property Collateral, free and clear of all liens and encumbrances, except for the security interest and assignment created by this Agreement and the other Loan Documents. Assignor will defend the right, title and interest in and to the Intellectual Property Collateral against any and all claims of any third parties other than holders of Permitted Liens.

(c) To Assignor's knowledge, the Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and as of the date hereof Assignor has not received any claim in writing by any third party that any such Intellectual Property Collateral is invalid or unenforceable.

(d) Execution, delivery and performance of this Agreement by Assignor does not, in any material respect (i) violate, conflict with, result in a breach of, constitute a default under, result in the termination of, or result in the creation of any encumbrances upon any of the Intellectual Property Collateral, under any agreement to which Assignor is a party or by which Assignor is bound, or (ii) violate any laws, rules, regulations or orders applicable to any of the Intellectual Property Collateral.

(e) Assignor has used, and will continue to use for the duration of this Agreement, reasonably consistent standards of quality in its manufacture of the products sold under the Trademarks or utilizing any Patents, Copyrights, or Other Assets.

(f) Assignor shall take any and all actions as are necessary or appropriate to properly maintain, protect, preserve, care for, and enforce any of the Intellectual Property Collateral, including, without limitation, payment when due of such fees, taxes, and other expenses which shall be incurred or which shall accrue with respect to any of the Intellectual Property Collateral, except those which are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves have been provided in accordance with GAAP.

(g) If Secured Party deems it necessary to perfect Secured Party's interest in the Intellectual Property Collateral conveyed hereunder, Assignor shall cause this Agreement to be properly recorded with the United States Patent and Trademark Office, the United States Copyright Office, and any other government or public office or agency of the United States of America, as applicable, and, except for these filings, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body of the United States of America is required either (i) for the grant by Assignor of the security interest granted hereby or for the execution, delivery or performance of this Agreement by Assignor or (ii) for the perfection or the exercise by Secured Party of its rights and remedies hereunder.

(h) All information heretofore, herein or hereafter supplied to Secured Party by or on behalf of Assignor with respect to any of the Intellectual Property Collateral is accurate and complete in all material respects.

3. Assignor hereby grants to Secured Party and its employees, representatives and agents the right to visit during regular business hours upon reasonable notice any of Assignor's plants and facilities that manufacture, inspect or store products that are sold utilizing any of the Intellectual Property Collateral, and to inspect the products and quality control records relating thereto, *provided* that Secured Party shall not interfere with the daily operations of Assignor and *provided, further*, that absent the existence of an Event of Default, the Secured Party shall not exercise such right more often than two times during any calendar year and only one such time shall be at Assignor's expense. Assignor shall do any and all acts required by Secured Party to ensure Assignor's compliance with Section 3(e). Notwithstanding the foregoing, Assignor hereby acknowledges and agrees that nothing in this Section 3 shall in any way limit or otherwise modify any of the rights of Secured Party under the Loan Agreement.

4. Assignor agrees that, until all of the Obligations of Assignor under the Loan Documents shall have been satisfied in full, except as permitted by any other Loan Document, Assignor will not sell, assign, transfer, sub-license (except for non-exclusive licenses granted to a Dealer in the ordinary course of Assignor's business) any of its rights or interests hereunder, or enter into any other agreement which is inconsistent with Assignor's obligations hereunder, without the prior written consent of Secured Party.

5. If, before the Obligations of the Assignor shall have been satisfied in full, Assignor shall obtain rights to any new Copyrights, Patents, Trademarks, Domain Names or Other Assets not listed in Schedule A, the provisions of this Agreement shall automatically apply thereto (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority), and to the extent an application for registration of such Copyrights, Patents, Trademarks, Domain Names or Other Assets is made in the United States, Canada, Great Britain or China, Assignor shall give Secured Party prompt written notice thereof.

6. Assignor authorizes Secured Party to modify this Agreement by amending Schedule A to include any new Copyrights, Patents, Trademarks, Domain Names or Other Assets which are registered or have a pending application in the United States, Canada, Great Britain or China (to the extent the grant of a security interest therein is not prohibited by applicable law or governmental authority) without the necessity of Assignor's approval of or signature to such amendment, and Assignor shall do all such other acts (at its own expense) deemed reasonably necessary or appropriate by Secured Party to implement or preserve Secured Party's interests therein. All representations and warranties of Assignor set forth herein shall be deemed to be restated by Assignor as of the date of any such amendment of or supplement to Schedule A with full force and effect as though made on such date.

7. If any Event of Default shall have occurred and be continuing, Secured

Party shall have, in addition to all other rights and remedies given by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any applicable jurisdiction and, without limiting the generality of the foregoing, Secured Party may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, at a location reasonably convenient to Secured Party and Assignor, as determined in good faith by Secured Party, or elsewhere, all or from time to time any part of the Intellectual Property Collateral, or any interest which Assignor may have therein, and after deducting from the proceeds of sale or other disposition of any part of the Intellectual Property Collateral all expenses payable by Assignor in accordance with the Loan Agreement (including all reasonable out-of-pocket expenses for broker's fees and legal services), shall apply the residue of such proceeds to the payment of the Obligations of Assignor. Any remainder of the proceeds after payment in full of the Obligations of Assignor shall be paid over to Assignor. Notice of any sale or other disposition of any part of the Intellectual Property Collateral shall be given to Assignor at least ten (10) days (or such longer period as required by applicable law) before the time of any intended public or private sale or other disposition thereof is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of any of the Intellectual Property Collateral sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

8. Subject to the terms of the Loan Agreement, at such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Secured Party shall execute and deliver to Assignor all deeds, assignments, termination statements under the Uniform Commercial Code, and other instruments *as* may be necessary or proper to release Secured Party's security interest in and/or re-vest in Assignor full title to any part of the Intellectual Property Collateral, subject to any disposition thereof which may have been made by Secured Party pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable out-of-pocket attorneys' fees and legal expenses incurred by Secured Party in connection with defending or prosecuting any actions or proceedings arising out of or related to any part of the Intellectual Property Collateral, shall be borne and paid by Assignor on demand by Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Loan Agreement.

10. Assignor agrees to take, at its own expense, commercially reasonable steps to prosecute diligently any applications related to any Intellectual Property Collateral pending as of the date of this Agreement or thereafter until the Obligations of the Assignor shall have been paid in full, and to make federal application on registrable but unregistered Trademarks, Copyrights or Patents. Any expenses incurred in connection therewith shall be borne by Assignor. Except as permitted by the Loan

Agreement, Assignor shall not abandon or dedicate to the public any of the Intellectual Property Collateral, nor do any act nor omit to do any act if such act or omission is of a character that tends to cause or contribute to the abandonment or dedication to the public of any part of the Intellectual Property Collateral or loss of or adverse effect on any rights in any part of the Intellectual Property Collateral, without the consent of Secured Party, which consent shall not be unreasonably withheld.

11. Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect any part of the Intellectual Property Collateral, in which event Secured Party may, if necessary, be joined as a nominal party to such suit if Secured Party shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Secured Party for all damages, costs and expenses, including attorneys' fees, incurred by Secured Party in the fulfillment of the provisions of this Section 11 in accordance with the terms of the Loan Agreement.

12. If an Event of Default has occurred and is continuing under the Loan Agreement, Assignor hereby authorizes and empowers Secured Party to make, constitute and appoint any officer or agent of Secured Party as Secured Party may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Secured Party to use any of the Intellectual Property Collateral, or to grant or issue any exclusive or non-exclusive license under any of the Intellectual Property Collateral to anyone else, or necessary for Secured Party to assign, pledge, convey or otherwise transfer title in or dispose of any of the Intellectual Property Collateral to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until this Agreement shall terminate pursuant to the terms herein.

13. If Assignor fails to comply with any of its obligations hereunder after reasonable request by Secured Party and after giving effect to any applicable grace periods, Secured Party may do so in Assignor's name or in Secured Party's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Secured Party in full for all expenses, including reasonable attorneys' fees, incurred by Secured Party in protecting, defending and maintaining any of the Intellectual Property Collateral.

14. This Agreement is supplemental to the Loan Agreement, and in no event shall this Agreement, or the recordation of this Agreement or any other documents in connection herewith with the United States Patent and Trademark Office, the United States Copyright Office, or any other government or public office or agency of the United States of America, adversely effect or impair, in any way or to any extent, the other Loan Documents, and the security interest of Secured Party in the Collateral (including the Intellectual Property Collateral) pursuant to the other Loan Documents. Any and all rights and interests of Secured Party in and to the Intellectual Property Collateral (and any and all obligations of Assignor with respect to the Intellectual Property Collateral) provided herein, or arising hereunder or in connection herewith, shall

only supplement and be cumulative and in addition to the rights and interests of Secured Party (and the obligations of Assignor) in, to, or with respect to the Collateral (including Intellectual Property Collateral) provided in or arising under or in connection with the other Loan Documents. In the event of a conflict between the terms of this Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall control.

15. No course of dealing between Assignor and Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of Secured Party, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Secured Party's rights and remedies with respect to any of the Intellectual Property Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. Notices that are required to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the Loan Agreement, in the manner and within the time specified in the Loan Agreement.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

21. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York, without reference to applicable conflict of law principles.


22. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties hereby acknowledge and agree that facsimile signatures of this Agreement shall have the same force and effect as original signatures.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the date set forth above.

ASSIGNOR:

AIH ACQUISITION, LLC

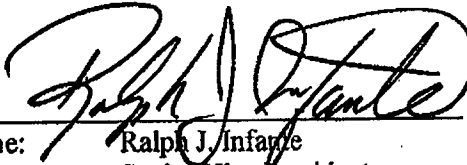
By: 
Name: Scott S. Meyers
Title: President

Address:

84 Penny Lane
Gallatin Gateway, Montana 59730
Attention: Scott S. Meyers

LENDER:

TEXTRON FINANCIAL CORPORATION

By: 
Name: Ralph J. Infante
Title: Senior Vice President

Address:

11575 Great Oaks Way, Suite 210
Alpharetta, GA 30022
Attention: ABLG Portfolio Mgmt.
Facsimile No.: (770) 360-1672

with a copy to:

David McMichael, Esq.
Textron Financial Corporation
11575 Great Oaks Way, Suite 210
Alpharetta, GA 30022
Facsimile No.: (770) 360-1458

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)**

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
UNITED STATES						
AIR	United States	78/757157	11/18/2005			9, 16, 25, 37, 39
AMERICAN IRONHORSE	United States	76/603268	7/21/2004			9, 12, 16, 25
AMERICAN IRONHORSE	United States	76/408,710	5/15/2002	2,736,237	7/15/2003	12
AMERICAN IRONHORSE AIR RIDERS & Design	United States	78/977933	11/18/2005			9, 16, 37, 39
AMERICAN IRONHORSE AIR RIDERS and Design	United States	78/757201	11/18/2005			12, 25
AMERICAN IRONHORSE and Design	United States	76/467399	11/15/2002	2788497	12/2/2003	40
AMERICAN IRONHORSE MOTORCYCLE COMPANY	United States	76/408,709	5/15/2008	2,739,913	7/22/2003	12
AMERICAN IRONHORSE MOTORCYCLE COMPANY and Design	United States	75/601510	12/8/1998	2464897	7/3/2001	40
BANDERA	United States	77/169841	5/1/2007			12
BANDIT	United States	75/622210	1/19/1999	2532532	1/22/2002	12
CLASSIC CHOP	United States	77/169828	5/1/2007			12
JUDGE	United States	77/169835	5/1/2007			12
LEGEND	United States	78/804234	2/1/2006			12, 25
LONE STAR CHOPPER	United States	78/804220	2/1/2006			12, 25
MISCELLANEOUS DESIGN	United States	76/471973	11/13/2002	2771424	10/7/2003	40

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)**

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
(Horse head)						
MISCELLANEOUS DESIGN (Horse head)	United States	78/719615	9/23/2005			9, 12, 25
MISCELLANEOUS DESIGN (Horse head)	United States	78/882580	5/12/2006			34
OUTLAW	United States	75/622212	1/19/1999	2727423	6/17/2003	12
RANGER	United States	76/328441	10/19/2001	2876021	8/24/2004	12
SLAMMER	United States	75/563769	10/5/1998	2468746	7/17/2001	12
TEJAS	United States	76/285230	6/19/2001	2603195	7/30/2002	12
TEXAS CHOPPER	United States	78/719565	9/23/2005			9
TEXAS CHOPPERS	United States	78/719591	9/23/2005			9
TEXAS CHOPPERS and Design	United States	76/328439	10/19/2001	2715182	5/13/2003	12
TEXAS CHOPPERS and Design	United States	76/328440	10/19/2001	2803056	1/6/2004	25
THE BIKE THAT OWNS THE ROAD	United States	76/528560	7/9/2003			9, 12, 25