

Form PTO-1594 (Rev. 01-09)
OMB Collection 0651-0027 (exp. 02/28/2009)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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): <p>A.R.E. Accessories, LLC</p> <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation- State: _____ <input checked="" type="checkbox"/> Other <u>LLC</u> Citizenship (see guidelines) <u>Delaware, U.S.</u> Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No Name: <u>Keybank National Association</u> Internal Address: _____ Street Address: <u>127 Public Square</u> City: <u>Cleveland</u> State: <u>Ohio</u> Country: <u>U.S.</u> Zip: <u>44114</u> <input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Banking Association</u> Citizenship <u>U.S.</u> <small>A National</small> If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)	
3. Nature of conveyance / Execution Date(s) : Execution Date(s) <u>April 9, 2010</u> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____			
4. Application number(s) or registration number(s) and Identification or description of the Trademark. A. Trademark Application No.(s) <u>77/300,961</u>		B. Trademark Registration No.(s) _____ Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): <p>See attached trademark list</p>			
5. Name & address of party to whom correspondence concerning document should be mailed: Name: <u>Nathan Wiedemann</u> Internal Address: <u>Thompson Hine LLP</u> _____ Street Address: <u>3900 Key Center - 127 Public Square</u> _____ City: <u>Cleveland</u> State: <u>Ohio</u> Zip: <u>44114</u> Phone Number: <u>216-566-5733</u> Fax Number: <u>216-566-5800</u> Email Address: <u>Nathan.Wiedemann@thompsonhine.com</u>		6. Total number of applications and registrations involved: 13	
		7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____ <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed	
		8. Payment Information: (Payment made via EFT, see Document ID No.: 900159317) Deposit Account Number _____ Authorized User Name _____	
9. Signature: <u>Nathan Wiedemann</u> _____ Signature Nathan Wiedemann Name of Person Signing		April 26, 2010 _____ Date Total number of pages including cover sheet, attachments, and document: 12	

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

1072

A.R.E. Trademark Status Update
2/12/2010 (Rev.)

Arc Team (s)(b)(c)

Mark Name	Mark	Doctet Number	Country	Status	Application Number	Registration Date	Abandonment Number	Renewal Date
A.R.E. logo		22348.4659D	Canada	Allowed	1371191	11/8/2007		
A.R.E. with 'A' logo		22348.46587	Canada	Allowed	1371190	11/8/2007		
A.R.E.		22348.46595	Canada	Registered	1270281	11/8/2007	30408437	3/27/2007
A.R.E. logo		22348.40094	Canada	Registered	1271001	5/6/2005	104690679	3/30/2007
A.R.E. logo		22348.40096	Mexico	Registered	786466	8/26/2005	953886	3/26/2015
A.R.E. logo		22348.46456	U.S.	Registered	7730951	10/10/2007	3592122	11/11/2008
A.R.E.		22348.28772	U.S.	Registered	78576707	2/28/2005	3057834	3/27/2006
A.R.E. and logo		22348.29270	U.S.	Registered	7490846	10/24/1991	1681606	3/31/1997
CX SERIES		22348.28777	U.S.	Registered	78576738	2/28/2005	3073226	3/28/2006
HANDLE DESIGN		22348.28767	U.S.	Registered	7853403	3/11/2005	50356486	10/17/2006
Logo 'A' with 'ARE'		22348.46423	U.S.	Registered	7730974	10/10/2007	3592123	11/11/2008
Logo 'A' with 'ARE'		22348.42419	U.S.	Registered	78576739	5/8/2006	3213018	2/27/2007
LSI SERIES		22348.28774	U.S.	Registered	78576734	2/28/2005	309341	4/11/2006
LSX SERIES		22348.28818	U.S.	Registered	78576716	2/28/2005	3103510	9/12/2006
MPULSE		22348.29269	U.S.	Registered	7590993	11/14/1997	2259483	9/7/1999
MX SERIES		22348.28778	U.S.	Registered	78576752	2/28/2005	308490	4/25/2006
The Top Line for Your Truck		22348.28776	U.S.	Registered	78576724	2/28/2005	3248358	5/09/2007
Z SERIES		22348.28779	U.S.	Registered	78576740	2/28/2005	3073224	3/28/2006

282

A. R. E. Patent Status Update
2/12/2010 (Rev.1)

Booklet Number	Title	Country	Status	Application Number	Application Date	Patent Number	Grant Date
22348.29603	Tonneau Cover Hinge	Canada	Granted	2511759	8/10/2005	2511759	10/13/2009
22348.29604	Clamp Assembly	Canada	Granted	2514278	7/29/2005	2514278	6/23/2009
22348.29112	TONNEAU COVER HINGE	U.S.	Granted	11199336	8/9/2005	7204257	9/4/2007
22348.29113	CLAMP ASSEMBLY	U.S.	Granted	11191989	7/28/2005	7407341	8/5/2008
22348.50007	Clamp Assembly	U.S.	Filed	12185461	8/4/2008		

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is made as of the 9th day of April, 2010 by A.R.E. ACCESSORIES, LLC, a Delaware limited liability company ("Pledgor") in favor of KEYBANK NATIONAL ASSOCIATION ("Lender").

1. Recitals.

Pledgor, A.R.E. ACCESSORIES DISC, CORP., an Ohio corporation, and A.R.E. LOGISTICS LLC, an Ohio limited liability company (together with their respective successors and assigns, collectively, "Borrowers" and, individually, each a "Borrower"), are entering into that certain Credit and Security Agreement, dated as of April 9, 2010, with Lender (as the same may from time to time be amended, restated or otherwise modified, the "Credit Agreement"). Pledgor desires that Lender grant the financial accommodations to Borrowers as described in the Credit Agreement.

Pledgor deems it to be in its direct pecuniary and business interests that Borrowers obtain from Lender the Commitment, as defined in the Credit Agreement, and the Loans and Letters of Credit, as each term is defined in the Credit Agreement, provided for in the Credit Agreement.

Pledgor understands that Lender is willing to grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor grant to Lender, a security interest in the Collateral, as hereinafter defined, and this Agreement is being executed and delivered in consideration of Lender entering into the Credit Agreement each financial accommodation granted to Borrowers by Lender and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged.

2. Definitions. Except as specifically defined herein, (a) capitalized terms used herein that are defined in the Credit Agreement shall have their respective meanings ascribed to them in the Credit Agreement, and (b) unless otherwise defined in the Credit Agreement, terms that are defined in the U.C.C. are used herein as so defined. As used in this Agreement, the following terms shall have the following meanings:

"Assignment" means an Assignment in the form of Exhibit A attached hereto.

"Collateral" means, collectively, all of Pledgor's existing and future right, title and interest in, to and under (a) industrial designs, patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications, service marks, trade names and copyright registrations, and other intellectual property or registrations, whether federal, state or foreign, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements, confidential information and inventions; (c) renewals, continuations, extensions, reissues and divisions of any of the foregoing; (d) rights to sue for past, present and future infringements or any other commercial tort claims relating to any of the foregoing; (e) all licenses and all income, revenue and royalties with respect to any licenses,

TRADEMARK

REEL: 004195 FRAME: 0505

whether registered or unregistered and all other payments earned under contract rights relating to any of the foregoing; (f) all general intangibles and all intangible intellectual or similar property of Pledgor connected with and symbolized by any of the foregoing; (g) goodwill associated with any of the foregoing; (h) all payments under insurance, including the returned premium upon any cancellation of insurance (whether or not Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing; and (i) Proceeds of any of the foregoing.

"Event of Default" means an event or condition that constitutes an Event of Default, as defined in Section 8 hereof.

"Obligations" means, collectively, (a) all Indebtedness and other obligations now owing or hereafter incurred by one or more Borrowers to Lender pursuant to the Credit Agreement and the other Loan Documents, and includes the principal of and interest on all Loans and all obligations pursuant to Letters of Credit; (b) each renewal, extension, consolidation or refinancing of the foregoing, in whole or in part; (c) the commitment and other fees and any prepayment fees payable hereunder; (d) all obligations and liabilities of any Company now existing or hereafter incurred under, arising out of, or in connection with any Hedge Agreement with Lender (or an affiliate of Lender); (e) every other liability (including any obligations pursuant to any equipment lease provided by Lender or an affiliate of Lender), now or hereafter owing to Lender or any affiliate of Lender by any Company, and includes, without limitation, every liability, whether owing by only one Borrower or by a Borrower with one or more others in a several, joint or joint and several capacity, whether owing absolutely or contingently, whether created by note, overdraft, guaranty of payment or other contract or by a quasi-contract, tort, statute or other operation of law, whether incurred directly to Lender (or such affiliate) or acquired by Lender (or such affiliate) by purchase, pledge or otherwise and whether participated to or from Lender (or such affiliate) in whole or in part; and (f) all Related Expenses.

"Person" means any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

"U.C.C." means the Uniform Commercial Code, as in effect from time to time in Ohio.

"USCO" means the United States Copyright Office in Washington, D.C.

"USPTO" means the United States Patent and Trademark Office in Alexandria, Virginia.

3. Grant of Assignment and Security Interest. In consideration of and as security for the full and complete payment of all of the Obligations, Pledgor hereby agrees that Lender shall at all times have, and hereby grants to Lender, a security interest in all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Lender of the creation or acquisition thereof.

4. Representations and Warranties. Pledgor hereby represents and warrants to Lender as follows:

4.1. Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

4.2. The Collateral is valid and enforceable.

4.3. Pledgor has no knowledge of any material claim that the use of any of the Collateral does or may violate the rights of any Person.

4.4. Except for liens expressly permitted pursuant to Section 5.9 of the Credit Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

4.5. Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

4.6. Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a Material Adverse Effect.

5. Further Assignment Prohibited. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any license or sublicense with respect to, any of the Collateral without Lender's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. Right to Inspect. Pledgor hereby grants to Lender and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at Pledgor's expense.

7. Standard Patent and Trademark Use. Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall use commercially reasonable efforts to conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and SM where appropriate.

8. Event of Default.

8.1. The occurrence of an Event of Default, as defined in the Credit Agreement, shall constitute an Event of Default.

8.2. Pledgor expressly acknowledges that Lender shall record this Agreement with the USCO and the USPTO, as appropriate. Contemporaneously herewith, Pledgor shall execute and

deliver to Lender the Assignment, which Assignment shall have no force and effect and shall be held by Lender in escrow until the occurrence of an Event of Default; provided, that, anything herein to the contrary notwithstanding, the security interest and collateral assignment granted herein shall be effective as of the date of this Agreement. After the occurrence of an Event of Default, the Assignment shall immediately take effect upon certification of such fact by an authorized officer of Lender in the form reflected on the face of the Assignment and Lender may, in its sole discretion, record the Assignment with USCO and the USPTO, as appropriate, or in any appropriate office in any foreign jurisdiction in which such patent, trademark, copyright or other intellectual property interest is registered, or under whose laws such property interest has been granted.

8.3. If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Lender to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, after any delivery or taking of possession of the Collateral, or any thereof, pursuant to this Agreement, then, with or without resort to Pledgor or any other Person or property, all of which Pledgor hereby waives, and upon such terms and in such manner as Lender may deem advisable, Lender, in its sole discretion, may sell, assign, transfer and deliver any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, at any time, or from time to time. No prior notice need be given to Pledgor or to any other Person in the case of any sale of Collateral that Lender reasonably determines to be declining speedily in value or that is customarily sold in any recognized market, but in any other case Lender shall give Pledgor no fewer than ten days prior notice of either the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition thereof is to be made. Pledgor waives advertisement of any such sale and (except to the extent specifically required by the preceding sentence) waives notice of any kind in respect of any such sale. At any such public sale, Lender may purchase the Collateral, or any part thereof, free from any right of redemption, all of which rights Pledgor hereby waives and releases. After deducting all Related Expenses, and after paying all claims, if any, secured by liens having precedence over this Agreement, Lender may apply the net proceeds of each such sale to or toward the payment of the Obligations, whether or not then due, in such order and by such division as Lender in its sole discretion may deem advisable. Any excess, to the extent permitted by law, shall be paid to Pledgor, and the obligors on the Obligations shall remain liable for any deficiency. In addition, Lender shall at all times have the right to obtain new appraisals of Pledgor or the Collateral, the cost of which shall be paid by Pledgor.

9. Maintaining Collateral; Attorneys' Fees, Costs and Expenses. Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all fees, costs and expenses, of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable

counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Lender, and, until so paid, shall be added to the principal amount of the Obligations.

10. Pledgor's Obligation to Prosecute. Except as otherwise agreed to by Lender in writing, Pledgor shall have the duty to prosecute diligently (unless in Pledgor's reasonable judgment such prosecution will be unsuccessful or is otherwise unwarranted) any patent, trademark, servicemark or copyright application pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Lender, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

11. Lender's Right to Enforce. Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Lender shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including attorneys' fees incurred by Lender in connection with the provisions of this Section 11, in the event Lender elects to join in any such action commenced by Pledgor.

12. Power of Attorney. Pledgor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Lender to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

13. Lender's Right to Perform Obligations. If Pledgor materially fails to comply with any of its obligations under this Agreement Lender may, but is not obligated to, upon prior written notice to Pledgor, do so in Pledgor's name or in the name of Lender, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Lender, upon request, in full for all expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Collateral.

14. Additional Documents. Pledgor shall, upon written request of Lender, enter into such additional documents or instruments as may be required by Lender in order to effectuate, evidence or perfect Lender's interest in the Collateral, as evidenced by this Agreement.

15. New Collateral. If, before the Obligations shall have been irrevocably paid in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of this Agreement hereby shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Lender prompt written notice thereof.

16. Modifications for New Collateral. Pledgor hereby authorizes Lender to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 15 hereof and, at Lender's request, Pledgor shall execute any documents or instruments required by Lender in order to modify this Agreement as provided by this Section 16, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

17. Termination. At such time as the Obligations shall have been irrevocably paid in full, the Commitment, as defined in the Credit Agreement, terminated, and the Credit Agreement terminated and not replaced by any other credit facility with Lender, Pledgor shall have the right to terminate this Agreement. Upon written request of Pledgor, Lender shall execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Lender's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Lender pursuant hereto.

18. No Waiver. No course of dealing between Pledgor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under any of the Loan Documents 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.

19. Remedies Cumulative. All of the rights and remedies of Lender with respect to the Collateral, whether established hereby or by the Loan Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

20. Severability. 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.

21. Modifications. This Agreement may be amended or modified only by a writing signed by Pledgor and Lender. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit Agreement, the provisions of this Agreement shall control.

22. Assignment and Successors. This Agreement shall not be assigned by Pledgor without the prior written consent of Lender. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the successors and assigns of Lender. Any

attempted assignment or transfer without the prior written consent of Lender shall be null and void.

23. Notice. All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address of Pledgor specified on the signature page of this Agreement, if to Lender, mailed or delivered to it, addressed to the address of Lender specified on the signature pages of the Credit Agreement or, as to each party, at such other address as shall be designated by such party in a written notice to each of the other parties. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or five Business Days after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Lender pursuant to any of the provisions hereof shall not be effective until received by Lender.

24. Governing Law; Submission to Jurisdiction. The provisions of this Agreement and the respective rights and duties of Pledgor and Lender hereunder shall be governed by and construed in accordance with Ohio law, without regard to principles of conflict of laws. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any such action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

[Remainder of page intentionally left blank.]


11517750.2

JURY TRIAL WAIVER. PLEDGOR, BORROWERS AND LENDER, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG PLEDGOR, BORROWERS AND LENDER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF ANY LENDER TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT BETWEEN PLEDGOR, BORROWERS AND LENDER, OR ANY THEREOF.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Intellectual Property Security Agreement in Massillon, Ohio as of the date first set forth above.

Address: P.O. Box 1100
400 Nave Road SE
Massillon, Ohio 44648
Attention: Terence C. Seikel, CEO

A.R.E. ACCESSORIES, LLC

By: 
Terence C. Seikel
Chief Executive Officer

Signature Page to
Intellectual Property Security Agreement

SCHEDULE 1
INTELLECTUAL PROPERTY

See attached.

TO: NATHAN WIEDEMANN COMPANY: THOMPSON HINE LLP



UNITED STATES PATENT AND TRADEMARK OFFICE

 UNDER SECRETARY OF COMMERCE FOR INTELLECTUAL PROPERTY AND
 DIRECTOR OF THE UNITED STATES PATENT AND TRADEMARK OFFICE


700435396

APRIL 28, 2010

PTAS

 NATHAN WIEDEMANN
 THOMPSON HINE LLP
 3900 KEY CENTER - 127 PUBLIC SQUARE
 CLEVELAND, OHIO 44114

 UNITED STATES PATENT AND TRADEMARK OFFICE
 NOTICE OF NON-RECORDATION OF DOCUMENT

DOCUMENT ID NO.: 700435396

THE ENCLOSED DOCUMENT HAS BEEN EXAMINED AND FOUND NON-RECORDABLE BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. THE REASON(S) FOR NON-RECORDATION ARE STATED BELOW. DOCUMENTS BEING RESUBMITTED FOR RECORDATION MUST BE ACCOMPANIED BY A NEW COVER SHEET REFLECTING THE CORRECT INFORMATION TO BE RECORDED AND THE DOCUMENT ID NUMBER REFERENCED ABOVE.

THE ORIGINAL DATE OF FILING OF THIS ASSIGNMENT DOCUMENT WILL BE MAINTAINED IF RESUBMITTED WITH THE APPROPRIATE CORRECTION(S) WITHIN 30 DAYS FROM THE DATE OF THIS NOTICE AS OUTLINED UNDER 37 CFR 3.51. THE RESUBMITTED DOCUMENT MUST INCLUDE A STAMP WITH THE OFFICIAL DATE OF RECEIPT UNDER 37 CFR 3. APPLICANTS MAY USE THE CERTIFIED PROCEDURES UNDER 37 CFR 1.8 OR 1.10 FOR RESUBMISSION OF THE RETURNED PAPERS, IF THEY DESIRE TO HAVE THE BENEFIT OF THE DATE OF DEPOSIT IN THE UNITED STATES POSTAL SERVICE.

SEND DOCUMENTS TO: U.S. PATENT AND TRADEMARK OFFICE,
 MAIL STOP: ASSIGNMENT SERVICES BRANCH, P.O. BOX 1450, ALEXANDRIA, VA 22313.
 IF YOU HAVE ANY QUESTIONS REGARDING THIS NOTICE,
 YOU MAY CONTACT THE INDIVIDUAL WHOSE NAME APPEARS ON THIS NOTICE AT
 571-272-3350.

1. IT IS THE POLICY OF THE ASSIGNMENT DIVISION TO RETURN ALL DOCUMENTS SUBMITTED FOR RECORDING WHEN ANY ONE OR MORE DOCUMENTS WITHIN THE SUBMITTED UNIT HAVE BEEN DEEMED NON-RECORDABLE.

 SHAREILL COLES, EXAMINER
 ASSIGNMENT SERVICES BRANCH
 PUBLIC RECORDS DIVISION



ATLANTA CINCINNATI COLUMBUS NEW YORK
BRUSSELS CLEVELAND DAYTON WASHINGTON, D.C.

April 29, 2010

VIA FACSIMILE: 571-273-0140

Total pages (including cover letter) 14

Attention: Shareill Coles, Examiner
Assignment Services Branch
Public Records Division

Re: Document ID No.: 700435396

Dear Examiner Coles,

As discussed earlier today, attached are the documents needed to finalize our recordation of the security agreement.

If you need any further information please do not hesitate to contact me at 212.692.3537.

Sincerely,

Juan C. Arias