

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TriplePoint Capital LLC		10/20/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MotoSport, Inc.
Street Address:	7655 SW Mohawk Street
City:	Tualatin
State/Country:	OREGON
Postal Code:	97062
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3557166	MOTOSPACE
Registration Number:	3707395	HP TOOLS
Registration Number:	3618257	KRIEG
Registration Number:	3707404	TURNER PERFORMANCE PRODUCTS
Registration Number:	3707403	TURNER PERFORMANCE PRODUCTS
Serial Number:	77754635	MOTOSPORT
Serial Number:	77754748	MOTOSPORT OUTLET
Serial Number:	77400909	ROCK
Serial Number:	77400913	ROCK
Serial Number:	77400894	DRIVEN INDUSTRIES

CORRESPONDENCE DATA

Fax Number: (503)972-3873
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900174962

**TRADEMARK
 REEL: 004304 FRAME: 0309**

OP \$265.00 3557166

Phone: 503-221-1440
Email: lisa.gabel@tonkon.com
Correspondent Name: Tonkon Torp LLP
Address Line 1: 888 SW Fifth Avenue
Address Line 2: 1600 Pioneer Tower
Address Line 4: Portland, OREGON 97204

ATTORNEY DOCKET NUMBER:	RELEASE OF SECURITY INTER
NAME OF SUBMITTER:	Christopher D. Erickson
Signature:	/Christopher D. Erickson/
Date:	10/26/2010

Total Attachments: 24

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TO:TED SIEN COMPANY:101 CALIFORNIA STREET, SUITE 3900

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.101/21/2010
900152670

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MOTOSPORT, INC.		01/13/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	TRIPLEPOINT CAPITAL LLC		
Street Address:	2755 SAND HILL ROAD, SUITE 150		
City:	MENLO PARK		
State/Country:	CALIFORNIA		
Postal Code:	94025		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	3557166	MOTOSPACE	
Registration Number:	3707395	HP TOOLS	
Registration Number:	3618257	KRIEG	
Registration Number:	3707404	TURNER PERFORMANCE PRODUCTS	
Registration Number:	3707403	TURNER PERFORMANCE PRODUCTS	
Serial Number:	77754635	MOTOSPORT	
Serial Number:	77754748	MOTOSPORT OUTLET	
Serial Number:	77400908	ROCK	
Serial Number:	77400913	ROCK	
Serial Number:	77400894	DRIVEN INDUSTRIES	
CORRESPONDENCE DATA			
Fax Number:	(415)591-1400		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(415) 591-1000		

CH \$265.00 3557166

TO:TED SIEN COMPANY:101 CALIFORNIA STREET, SUITE 3900

Email:	tsien@winston.com
Correspondent Name:	Ted Sien
Address Line 1:	101 California Street, Suite 3900
Address Line 2:	Winston & Strawn LLP
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	250121.1 (MOTOSPORT)
NAME OF SUBMITTER:	John D. Fredericks, Esq.
Signature:	/John D. Fredericks, Esq./
Date:	01/21/2010
Total Attachments: 5 source=MotoSport_1st Amend to IP Sec Agt_1 13 10 (2)#page1.tif source=MotoSport_1st Amend to IP Sec Agt_1 13 10 (2)#page2.tif source=MotoSport_1st Amend to IP Sec Agt_1 13 10 (2)#page3.tif source=MotoSport_1st Amend to IP Sec Agt_1 13 10 (2)#page4.tif source=MotoSport_1st Amend to IP Sec Agt_1 13 10 (2)#page5.tif	

RELEASE OF SECURITY INTEREST

This Release of Security Interest is made as of October 20, 2010 by TriplePoint Capital LLC ("Lender") in favor of MotoSport, Inc., a Delaware corporation ("Company") with its principal place of business located at 7655 SW Mohawk St., Tualatin, OR 97062.

RECITAL

WHEREAS Company granted to Lender a security interest in the copyrights, patents and trademarks described in the Plain English Intellectual Property Security Agreement dated June 29, 2007 (as amended, the "Security Agreement") attached hereto as Exhibit A and recorded with the United States Patent and Trademark Office as set forth in the Notice of Recordation of Assignment Document attached hereto as Exhibit B (collectively, the "Intellectual Property").

WHEREAS Company has not outstanding obligations to Lender under the terms of the Security Agreement, Lender agrees to release its security interest in the Intellectual Property.

AGREEMENT

Now therefore, Lender agrees that it terminates and releases its security interest in the Intellectual Property and reassigns to Company, without warranty or recourse, all interest of Lender in the Intellectual Property.

LENDER:

TRIPLEPOINT CAPITAL LLC

By:  _____

Name: Kevin W. Thorne

Title: SVP Compliance & Legal Administration

2755 Sand Hill Road, Suite 150
Menlo Park, CA 94025
T: (650) 233-2107

EXHIBIT A
(Security Agreement)



ORIGINAL

PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a Plain English Intellectual Property Security Agreement dated June 29, 2007, by and between TriplePoint Capital LLC, a Delaware company and MOTOSPORT, INC, a Delaware corporation.

The words "We", "Us", or "Our", refer to the grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the grantor, which is MOTOSPORT, INC., and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and MOTOSPORT, INC.

The Parties have entered into a Plain English Growth Capital Loan and Security Agreement dated June 29, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, You have granted to Us a lien on and a security interest in all the present and future rights, title, and interest that You may now have or hereafter acquire in all Patents, Trademarks, Copyrights, and applications for Patents, Trademarks and Copyrights.

In consideration for the mutual covenants and agreements contained in the Loan Agreement and this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. GRANT OF SECURITY INTEREST OF PATENTS

You grant to Us a lien upon and continuing security interest in all of Your right, title, and interest in, to and under all of the following (all of the following items of property collectively will be referred to as the "Intellectual Property Collateral"), whether now existing or hereafter arising or acquired:

- ⇒ all Patents, Patent Licenses, and Patent applications, including specifically those listed on the attached **Schedule A**, together with any reissues, divisions, continuations, renewals, extensions and continuations thereof;
- ⇒ all Trademarks, Trademark Licenses, and trademark applications, including specifically those listed on the attached **Schedule B** together with any renewals thereof;
- ⇒ all Copyrights, Copyright Licenses, and applications for Copyrights, including specifically those listed on the attached **Schedule C**;
- ⇒ the right to sue for past, present and future infringements of the foregoing and all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof; and
- ⇒ all Proceeds.

You represent and warrant to Us that Schedules A, B, and C attached hereto set forth any and all intellectual property rights in connection to which You have registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

2. LOAN AGREEMENT

This security interest is granted to secure the Secured Obligations, under the Loan Agreement. All the capitalized terms used but not otherwise defined are used in this Agreement with the same meaning as defined in the Loan Agreement.

3. OUR RIGHT TO SUE

From and after an Event of Default, subject to the terms of the Loan Agreement, We shall have the right, but shall in no way be obligated, to bring suit in Our own name to enforce Your rights in the Intellectual Property Collateral. If We commence any such suit, You shall, at the Our request, do all lawful acts and execute and deliver all proper documents or information that may be reasonably necessary to aid Us in such enforcement. You shall promptly, upon demand, reimburse and indemnify Us for all of Our costs and expenses, including reasonable attorney's fees, related to Our exercise of the above mentioned rights.

4. FURTHER ASSURANCES

You will from time to time execute, deliver and file, alone or with Us, any security agreements, or other documents to perfect and give priority to Our lien on the Intellectual Property Collateral. You will from time to time obtain any instruments or documents as We may request, and take all further action that may be reasonably necessary, or that We may reasonably request, to carry out more effectively the provisions and purposes of this Agreement or any other related agreements or to confirm, perfect, preserve and protect the liens granted to Us.

5. MODIFICATION

This Agreement can only be altered, amended or modified in a writing signed by the Parties. Notwithstanding the foregoing however, You hereby irrevocably appoints Us (and any of Our designated officers, agents or employees) as Your true and lawful attorney to modify, in Our sole discretion, this Agreement without first obtaining Your approval of or signature to such modification by amending Schedules A, B, and C to this Agreement, as appropriate, to include reference to any right, title or interest in any Intellectual Property Collateral acquired by You before or after the execution hereof or to delete any reference to any right, title or interest in any Intellectual Property Collateral in which You no longer have or claim to have any right, title or interest. The appointment of Us as Your attorney in fact, and each and every one of Our rights and powers, being coupled with an interest, is irrevocable until all of the Secured Obligations have been fully repaid and performed and Our obligation to provide credit extensions to You is terminated.

6. BINDING EFFECT; REMEDIES NOT EXCLUSIVE

This Agreement shall be binding upon You and Your respective successors and assigns, and shall inure to the benefit of Us, and Our nominees and assigns.

Our rights and remedies with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Us as a matter of law or equity. Each of Our rights, powers and remedies provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Us of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Us, of any or all other rights, powers or remedies.

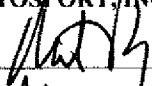
7. GOVERNING LAW; COUNTERPARTS

This Agreement shall be deemed made and accepted in and shall be governed by and construed in accordance with the laws of the State of California, and (where applicable) the laws of the United States of America.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

(Signature Page to Follow)

IN WITNESS WHEREOF, You have duly executed this Agreement as of the date first set forth above.

You: MOTOSPORT, INC.
Signature: 
Print Name: Martin Day
Title: CFO

SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between MotoSport, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

None.

SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between MotoSport, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

None.

SCHEDULE C

**To Plain English Intellectual Property Security Agreement
Between MotoSport, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHTS AND COPYRIGHT APPLICATIONS

None.

FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated January 13, 2010 by and between TriplePoint Capital LLC, a Delaware company and MotoSport, Inc., a Delaware corporation (the "Amendment").

RECITALS

A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is MotoSport, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and MotoSport, Inc.

B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated June 29, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.

C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 29, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.

D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule C to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Amend.IP.Agt

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

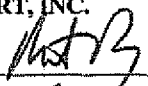

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: MOTOSPORT, INC. Signature: <u></u> Print Name: <u>MARTIN DAY</u> Title: <u>CFO</u>	Us: TRIPLEPOINT CAPITAL LLC Signature: <u></u> Print Name: <u>SARAH PRIVATE</u> Title: <u>COO</u>
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SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between MotoSport, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
N/A		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
N/A		

SUPPLEMENT TO SCHEDULE B

**To Plain English Intellectual Property Security Agreement
Between MotoSport, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS ISSUED

Name	Date Registered	Reg. Number	Status
MotoSpace (Class 38)	1/9/2009	3557166	Registered - Next Renewal 1/9/2015
HP Tools (Class 8)	11/10/2009	3707395	Registered - Next Renewal 11/10/2015
Kreig (Class 12)	5/12/2009	3618257	Registered - Next Renewal 5/12/2015
Turner Performance Products (Class 12)	11/10/2009	3707404	Registered - Next Renewal 11/10/2015
Turner Performance Products (Class 7)	11/10/2009	3707403	Registered - Next Renewal 11/10/2015

TRADEMARK APPLICATIONS

Name	Date Filed	Serial Number	Status
MotoSport (Class 35)	6/8/2009	77754635	Pending - Response to Office Action Due 3/12/2010
MotoSport Outlet (Class 35)	6/8/2009	77754748	Pending - Response to Office Action Due 3/12/2010
Rock (Class 7)	2/19/2008	77400909	Abandoned July 2009
Rock (Class 12)	2/19/2008	77400913	Abandoned July 2009
Driven Industries (Class 12)	2/19/2008	77400894	Abandoned July 2009

**SUPPLEMENT TO SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between MotoSport, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)**

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
N/A			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
N/A		

EXHIBIT B

(Notice of Recordation of Assignment Document)

TRADEMARK

REEL: 004304 FRAME: 0326

FIRST AMENDMENT TO PLAIN ENGLISH INTELLECTUAL PROPERTY SECURITY AGREEMENT

This is a First Amendment to Plain English Intellectual Property Security Agreement dated January 13, 2010 by and between TriplePoint Capital LLC, a Delaware company and MotoSport, Inc., a Delaware corporation (the "Amendment").

RECITALS

- A. The words "We", "Us", or "Our", refer to the Grantee, which is TriplePoint Capital LLC. The words "You" or "Your" refers to the Grantor, which is MotoSport, Inc. and not any individual. The words "the Parties" refers to both TriplePoint Capital LLC and MotoSport, Inc.
- B. The Parties entered into a Plain English Growth Capital Loan and Security Agreement dated June 29, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "Loan Agreement"). Pursuant to the Loan Agreement, We agreed to extend certain financial accommodations to or for the direct or indirect benefit of You.
- C. The Parties are also parties to that certain Plain English Intellectual Property Security Agreement dated as of June 29, 2007 (together with amendments, supplements, extensions and exhibits, collectively the "IP Security Agreement"), pursuant to which, among other things, You granted to Us a security interest in Your intellectual property to secure Your obligations to Us under the Loan Agreement. All term capitalized but not defined in this Amendment shall have the respective meanings set forth in the IP Security Agreement.
- D. The Parties are entering into this Amendment in order to reaffirm and continue in effect the Liens granted by You under the IP Security Agreement and, to the extent not granted in the IP Security Agreement, to grant the Liens contemplated by this Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

AGREEMENT

1. SUPPLEMENT TO IP SECURITY AGREEMENT

- ⇒ Schedule A to the IP Security Agreement is hereby supplemented by Supplement A attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule B to the IP Security Agreement is hereby supplemented by Supplement B attached to this Amendment and made a part of this Amendment.
- ⇒ Schedule C to the IP Security Agreement is hereby supplemented by Supplement C attached to this Amendment and made a part of this Amendment.

2. MISCELLANEOUS

Acknowledgment and Confirmation of Security Interest. You confirm and ratify Your prior assignment and grant, and assigns and grants to Us a continuing, first priority security interest in all of Your right, title and interest in, to and under the Intellectual Property Collateral.

Conditions to Effectiveness. This Amendment shall become effective as of the date hereof when We have received executed counterparts of this Amendment.

Ratification. Except as specifically modified by this Amendment, the Parties acknowledge the IP Security Agreement shall remain binding upon the Parties, and all provisions of the IP Security Agreement shall remain in full force and effect. You expressly ratify and affirm Your obligations to Us under the IP Security Agreement, the Loan Agreement and the other Loan Documents.

Amend.IP.Agt

Complete Agreement. This Amendment, together with the IP Security Agreement, is the entire agreement between the Parties with respect to the subject matter of this Amendment. This Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter of this Amendment. Except as otherwise expressly modified in this Amendment, the IP Security Agreement shall remain in full force and effect.

Recitals. The recitals to this Amendment shall constitute a part of the agreement of the Parties in this Amendment.

Governing Law. THIS AMENDMENT SHALL BE GOVERNED BY AND INTERPRETED, CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

No Novation. Except as specifically set forth in this Amendment, the execution, delivery and effectiveness of this Amendment shall not (a) limit, impair, constitute a waiver by, or otherwise affect any right, power or remedy of, Us under the Loan Agreement or any other Loan Document, (b) constitute a waiver of any provision in the Loan Agreement or in any of the other Loan Documents, or (c) alter, modify, amend or in any way affect any of the terms, conditions, obligations, covenants or agreements contained in the Loan Agreement or in any of the other Loan Documents, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page to this Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to Plain English Intellectual Property Security Agreement to be duly executed and delivered as of the date first written above.

You: MOTOSPORT, INC. Signature: <u>[Signature]</u> Print Name: <u>MARTIN DAY</u> Title: <u>CFO</u>	Us: TRIPLEPOINT CAPITAL LLC Signature: <u>[Signature]</u> Print Name: <u>SARAH SRIVASTAVA</u> Title: <u>COO</u>
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SUPPLEMENT TO SCHEDULE A

**To Plain English Intellectual Property Security Agreement
Between MotoSport, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)**

PATENTS AND PATENT APPLICATIONS

PATENTS

Patent Name	Status and Date Issued	Patent Number
N/A		

PATENT APPLICATIONS

Name	Status & Date Filed	Application Number
N/A		

SUPPLEMENT TO SCHEDULE B

To Plain English Intellectual Property Security Agreement
Between MotoSport, Inc., as You (Grantor)
and TriplePoint Capital LLC, as Us (Grantee)

TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARKS ISSUED			
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Name	Date Registered	Reg. Number	Status
MotoSpace (Class 38)	1/9/2009	3557166	Registered - Next Renewal 1/9/2015
HP Tools (Class 8)	11/10/2009	3707395	Registered - Next Renewal 11/10/2015
Kreig (Class 12)	5/12/2009	3618257	Registered - Next Renewal 5/12/2015
Turner Performance Products (Class 12)	11/10/2009	3707404	Registered - Next Renewal 11/10/2015
Turner Performance Products (Class 7)	11/10/2009	3707403	Registered - Next Renewal 11/10/2015

TRADEMARK APPLICATIONS			
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Name	Date Filed	Serial Number	Status
MotoSport (Class 35)	6/8/2009	77754635	Pending - Response to Office Action Due 3/12/2010
MotoSport Outlet (Class 35)	6/8/2009	77754748	Pending - Response to Office Action Due 3/12/2010
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Rock (Class 12)	2/19/2008	77400913	Abandoned July 2009
Driven Industries (Class 12)	2/19/2008	77400894	Abandoned July 2009

SUPPLEMENT TO SCHEDULE C
TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
Between MotoSport, Inc., as You (Grantor)
And TriplePoint Capital LLC, as Us (Grantee)

COPYRIGHT REGISTRATIONS

Registration Number	Title	Registration Date	V&A No.
N/A			

APPLICATIONS FOR COPYRIGHT REGISTRATIONS

Title	Date Filed	V&A No.
N/A		