TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Flowmaster, Inc.		03/11/2011	CORPORATION: NEVADA
B&M Racing & Performance Products Inc.		03/11/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Zions First National Bank
Street Address:	One South Main Street, Suite 200
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84133
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 50

Property Type	Number	Word Mark
Registration Number:	2880431	409S
Registration Number:	2227720	AMERICAN THUNDER
Registration Number:	3340409	AMERICAN THUNDER
Registration Number:	2275405	BIG BLOCK
Serial Number:	77932297	DBX
Registration Number:	2451166	DELTA FLOW
Registration Number:	2293704	DELTA FLOW
Registration Number:	2373997	DELTA FLOW
Registration Number:	2453397	DELTA FORCE
Registration Number:	2293706	DELTA FORCE
Registration Number:	2191588	DELTA SERIES
Registration Number:	3858040	DYNO TESTED, RACE PROVEN
Registration Number:	2217181	FLOWMASTER

CH $1265.00 2880431

Registration Number:	1668429	FLOWMASTER
Registration Number:	3678583	FLOWMASTER INC.
Registration Number:	3738711	FLOWMASTER INC.
Registration Number:	2272624	FLOWS
Registration Number:	2699475	FORCE II
Registration Number:	2699474	FORCE III
Registration Number:	2944256	HUSHPOWER
Registration Number:	2324703	HUSHPOWER
Registration Number:	3619321	MASTERS OF POWER
Registration Number:	2283298	POWER CHAMBER
Registration Number:	2255744	POWER PRESS
Registration Number:	2149862	PROFESSIONAL INSTALLER SERIES
Registration Number:	3607029	QUIETER WINS
Registration Number:	2135600	SCAVENGER SERIES
Registration Number:	3642547	SUPER 40
Registration Number:	2616444	THE EXHAUST TECHNOLOGY COMPANY
Registration Number:	2217467	THE EXHAUST TECHNOLOGY COMPANY
Registration Number:	2217182	THE EXHAUST TECHNOLOGY COMPANY
Serial Number:	77781096	THE QUIET PERFORMER
Registration Number:	2161575	TOP TEN
Registration Number:	0781323	H
Registration Number:	1339113	V MATIC
Registration Number:	2720374	LINE/LOC
Registration Number:	2785750	H HURST
Registration Number:	1135075	AUTO/STICK
Registration Number:	0920146	HURST
Registration Number:	1201952	DUAL/GATE
Registration Number:	0760957	COMPETITION/PLUS
Registration Number:	1256014	ROLL/CONTROL
Registration Number:	1249778	LIGHTNING RODS
Registration Number:	3255750	BILLET/PLUS
Serial Number:	77820557	B&M
Serial Number:	77820556	B&M
Serial Number:	77809307	PISTOL-GRIP
Registration Number:	3872061	PISTOL-GRIP QUARTER STICK

Registration Number:	3872060	QUARTER STICK
Registration Number:	3830673	H HURST SHIFTERS

CORRESPONDENCE DATA

Fax Number: (949)720-0182

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 949-224-6282

Email: trademark@buchalter.com

Correspondent Name: Sandra P. Thompson

Address Line 1: 18400 Von Karman Ave., Suite 800

Address Line 4: Irvine, CALIFORNIA 92612-0514

ATTORNEY DOCKET NUMBER:	Z5917-0002
NAME OF SUBMITTER:	Sandra P. Thompson
Signature:	/Sandra P. Thompson/
Date:	03/14/2011

Total Attachments: 18

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Flowmaster, Inc. Trademark Registrations/Applications

Mark	Registration No. / (Application No.)	Registration Date / (Application Date)
409S	2880431	08/31/2004
AMERICAN THUNDER	2227720	03/02/1999
AMERICAN THUNDER	3340409	11/20/2007
BIG BLOCK	2275405	09/07/1999
dBX	77932297	02/10/2010
DELTA FLOW	2451166	05/15/2001
DELTA FLOW	2293704	11/16/1999
DELTA FLOW	2373997	08/01/2000
DELTA FORCE	2453397	05/22/2001
DELTA FORCE	2293706	11/16/1999
DELTA SERIES	2191588	09/22/1998
DYNO TESTED – RACE PROVEN	3858040	10/05/2010
FLOWMASTER	2217181	01/12/1999
FLOWMASTER	1668429	12/17/1991
FLOWMASTER (STYLIZED)	3678583	09/08/2009
FLOWMASTER INC. (RED & BLACK LOG)	3738711	01/19/2010
FLOWS	2272624	08/24/1999
FORCE II	2699475	03/25/2003
FORCE III	2699474	03/25/2003
HUSHPOWER	2944256	04/26/2005
HUSH POWER	2324703	02/29/2000
MASTERS OF POWER	3619321	05/12/2009
POWER CHAMBER	2283298	10/05/1999
POWER PRESS	2255744	06/22/1999
PROFESSIONAL INSTALLER SERIES	2149862	04/07/1998
QUIETER TWINS	3607029	04/14/2009
SCAVENGER SERIES	2135600	02/10/1998
SUPER 40	3642547	06/23/2009
THE EXHAUST	2616444	09/10/2002

TECHNOLOGY COMPANY		
THE EXHAUST TECHNOLOGY COMPANY	2217467	01/12/1999
THE EXHAUST TECHNOLOGY COMPANY	2217182	01/12/1999
THE QUIET PERFORMER	77781096	07/14/2009
TOP TEN	2161575	06/02/1998

B&M Racing & Performance Products Inc. Trademark Registrations/Applications

Mark	Registration No. / (Application No.)	Registration Date / (Application Date)
H	0781323	12/08/1964
V MATIC	1339113	06/04/1985
LINE/LOC	2720374	06/03/2003
H HURST	2785750	11/25/2003
AUTOSTICK	1135075	05/13/1980
HURST	0920146	09/14/1971
DUAL/GATE	1201952	07/20/1982
COMPETITION/PLUS DESIGN	0760957	12/03/1963
ROLL/CONTROL	1256014	11/01/1983
LIGHTENING RODS	1249778	08/30/1983
BILLET/PLUS	3255750	06/26/2007
B&M	77/820557	09/04/2009
B&M	77/820556	09/04/2009
PISTOL-GRIP	77/809307	08/20/2009
PISTOL-GRIP QUARTER STICK	3872061	11/09/20110
QUARTER STICK	3872060	11/09/20110
H HURST SHIFTERS	3830673	08/10/2010

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 11th day of March, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ZIONS FIRST NATIONAL BANK, NATIONAL ASSOCIATION, in its capacity as contractual representative for itself and the other Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of March 11, 2011 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among B&M Racing & Performance Products Inc., a Delaware corporation ("B&M"), and Flowmaster, Inc., a Nevada corporation ("Flowmaster"), and one or more additional direct or indirect Subsidiaries of Parent (collectively, "Borrowers"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Lenders, that certain Security Agreement, dated as of even date with the Credit Agreement (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, in order to supplement the Security Agreement, Agent and Lenders require Grantors to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby unconditionally grants, assigns, and pledges to Agent, for the benefit of Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

TRADEMARK
REEL: 004496 FRAME: 0319

(a) all of its Trademarks and Trademark licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark license; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademarks exclusively licensed under any license, including right to receive any damages, (ii) injury to the goodwill associated with any Trademark, or (iii) right to receive license fees, royalties, and other compensation under any Trademark license.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, Lenders, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark

Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Trademark Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE CITY OF NEW YORK, STATE OF NEW YORK; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS**

CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

B&M RACING & PERFORMANCE PRODUCTS INC.,
a Delaware corporation

By: _____
Name: Brian Appelgate
Title: President

FLOWMASTER, INC.,
a Nevada corporation

By: _____
Name: Brian Appelgate
Title: President

[Signatures continue on the following page.]

ACCEPTED AND ACKNOWLEDGED BY:

AGENT:

ZIONS FIRST NATIONAL BANK,
NATIONAL ASSOCIATION

By: _____
Name: Shafique Janmohamed
Title: Senior Vice President

SCHEDULE I

to

TRADEMARK SECURITY AGREEMENT

Flowmaster, Inc. Trademark Registrations/Applications

Mark	Registration No. / (Application No.)	Registration Date / (Application Date)
409S	2880431	08/31/2004
AMERICAN THUNDER	2227720	03/02/1999
AMERICAN THUNDER	3340409	11/20/2007
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FLOWMASTER	1668429	12/17/1991
FLOWMASTER (STYLIZED)	3678583	09/08/2009
FLOWMASTER INC. (RED & BLACK LOG)	3738711	01/19/2010
FLOWS	2272624	08/24/1999
FORCE II	2699475	03/25/2003
FORCE III	2699474	03/25/2003
HUSHPOWER	2944256	04/26/2005
HUSH POWER	2324703	02/29/2000
MASTERS OF POWER	3619321	05/12/2009
POWER CHAMBER	2283298	10/05/1999
POWER PRESS	2255744	06/22/1999
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QUIETER TWINS	3607029	04/14/2009
SCAVENGER SERIES	2135600	02/10/1998
SUPER 40	3642547	06/23/2009
THE EXHAUST	2616444	09/10/2002

TECHNOLOGY COMPANY		
THE EXHAUST TECHNOLOGY COMPANY	2217467	01/12/1999
THE EXHAUST TECHNOLOGY COMPANY	2217182	01/12/1999
THE QUIET PERFORMER	77781096	07/14/2009
TOP TEN	2161575	06/02/1998

Flowmaster – Foreign Trademarks:

Trademarks and Servicemarks					
Mark	***App. No.***	***App. Date***	***Country***	***Reg. No.***	***Reg. Date***
AMERICAN THUNDER	759726	14-Apr-1998	Australia	759726	17-Dec-1999
AMERICAN THUNDER	875022	14-Apr-1998	Canada	TMA528195	23-May-2000
AMERICAN THUNDER	803189	14-Apr-1998	European Community	000803189	15-Sep-1999
AMERICAN THUNDER	989943	14-Apr-1998	So. Korea	449985	25-Jun-1999
AMERICAN THUNDER	290980	15-Apr-1998	New Zealand	290980	18-Jan-1999
BIG BLOCK	759727	14-Apr-1998	Australia	759727	11-Sep-1998
BIG BLOCK	875023	14-Apr-1998	Canada	584473	30-Jun-2003
BIG BLOCK	802306	14-Apr-1998	European Community	000802306	15-Sep-1999
BIG BLOCK	290981	15-Apr-1998	New Zealand	290981	18-Jan-1999
dBX	A0020827	06-Aug-2010	Australia		
dBX	1469301	16-Feb-2010	Canada		
dBX	A0020827	06-Aug-2010	China (People's Republic)		
dBX	A0020827	06-Aug-2010	European Community		
dBX	A0020827	06-Aug-2010	Madrid Protocol	1047865	16-Sep-2010
dBX	1066586	11-Feb-2010	Mexico	1159946	25-May-2010
dBX	828562	09-Aug-2010	New Zealand		
FLOWMASTER	643943	24-Oct-1994	Australia	A643943	24-Oct-1994
FLOWMASTER	759725	14-Apr-1998	Australia	759725	17-Mar-2000
FLOWMASTER	767210	26-Oct-1994	Canada	447168	01-Sep-1995
FLOWMASTER	875021	14-Apr-1998	Canada	527911	17-May-2000
FLOWMASTER	4871016	01-Sep-2005	China (People's Republic)	4871016	21-Aug-2008
FLOWMASTER	331769	23-Jul-1996	European Community	331769	10-Jul-1998
FLOWMASTER	802298	14-Apr-1998	European Community	000802298	30-Jan-2003

Trademarks and Servicemarks					
Mark	***App. No.***	***App. Date***	***Country***	***Reg. No.***	***Reg. Date***
FLOWMASTER	94543060	03-Nov-1994	France	94543060	03-Nov-1994
FLOWMASTER	f4467312WZ	25-Oct-1994	Germany	2905366	02-May-1995
FLOWMASTER	MI94C010188	09-Nov-1994	Italy	700522	30-Dec-1996
FLOWMASTER	06111223	01-Nov-1994	Japan	4194492	02-Oct-1998
FLOWMASTER	10031472	14-Apr-1998	Japan	4319199	24-Sep-1999
FLOWMASTER	4709594	25-Nov-1994	So. Korea	332871	02-Feb-1996
FLOWMASTER	989946	14-Apr-1998	So. Korea	443141	04-Mar-1999
FLOWMASTER	595394	03-Apr-2003	Mexico	790458	30-Apr-2003
FLOWMASTER	242223	25-Oct-1994	New Zealand	242223	07-Apr-1997
FLOWMASTER	290982	15-Apr-1998	New Zealand	290982	22-Oct-1998
FLOWMASTER	290983	15-Apr-1998	New Zealand	290983	10-Oct-1997
FLOWMASTER	1935028	05-Dec-1994	Spain	1935028	04-Aug-1995
FLOWMASTER	9410786	25-Oct-1994	Sweden	303006	16-Jun-1995
FLOWMASTER	84031234	23-Jun-1995	Taiwan	0073000	01-Oct-1996
FLOWMASTER	87017568	17-Apr-1998	Taiwan	00853903	01-Jun-1999
FLOWMASTER	87017569	17-Apr-1998	Taiwan	00848500	15-Apr-1999
FLOWMASTER	1589508	27-Oct-1994	United Kingdom	1589508	27-Oct-1994
FLOWMASTER INC. (LOGO)	1426091	29-Jan-2009	Canada		
FLOWMASTER INC. (LOGO)	A0015109	29-Jan-2009	China (People's Republic)		
FLOWMASTER INC. (LOGO)	A0015109	29-Jan-2009	European Community	995533	29-Jan-2009
FLOWMASTER INC. (LOGO)	A0015109	29-Jan-2009	Germany	995533	29-Jan-2009
FLOWMASTER INC. (LOGO)	A0015109	29-Jan-2009	Madrid Protocol	995533	29-Jan-2009
FLOWMASTER INC. (LOGO)	986903	29-Jan-2009	Mexico	1110393	14-Jul-2009
FLOWMASTER INC. (LOGO)	986904	29-Jan-2009	Mexico	1110394	14-Jul-2009
FLOWMASTER INC. (LOGO)	986905	29-Jan-2009	Mexico	1110395	14-Jul-2009
FLOWMASTER INC. (LOGO)	801903	28-Jan-2009	New Zealand	801903	12-Aug-2010
FORCE II	783161	18-Jan-1999	Australia	783161	18-Jun-1999
FORCE II	1002176	18-Jan-1999	Canada	563935	25-Jun-2002
FORCE II	001049857	18-Jan-1999	European Community	001049857	18-Jan-2001
FORCE II	304009	18-Jan-1999	New Zealand	304009	08-Feb-2000
FORCE III	783162	18-Jan-1999	Australia	783162	18-Jun-1999
FORCE III	1002175	18-Jan-1999	Canada	572824	23-Dec-2002
FORCE III	001049824	18-Jan-1999	European	001049824	18-Jan-2001

Schedule I to
Trademark Security Agreement

BN 8303040v5

Trademarks and Servicemarks					
Mark	***App. No.***	***App. Date***	***Country***	***Reg. No.***	***Reg. Date***
			Community		
FORCE III	304010	18-Jan-1999	New Zealand	304010	08-Feb-2000
MUSCLE TRUCK			European Community	3919966	07-Nov-2005
POWER CHAMBER	787327	03-Mar-1999	Australia	787327	06-Aug-1999
POWER CHAMBER	1007129	03-Mar-1999	Canada	537717	24-Nov-2000
POWER CHAMBER	1096403	02-Mar-1999	European Community	001096403	09-Jun-2000
POWER CHAMBER	305934	03-Mar-1999	New Zealand	305934	20-Dec-1999
POWER CHAMBER	88008607	03-Mar-1999	Taiwan	927925	01-Feb-2001
POWER PRESS	783159	18-Jan-1999	Australia	783159	18-Jun-1999
POWER PRESS	1002174	18-Jan-1999	Canada	558732	04-Mar-2002
POWER PRESS	001049808	18-Jan-1999	European Community	001049808	18-Jan-2001
POWER PRESS	304008	18-Jan-1999	New Zealand	304008	23-Jun-1999
POWER PRESS	88001805	16-Jan-1999	Taiwan	00898870	01-Aug-2000
THE EXHAUST TECHNOLOGY COMPANY	759724	14-Apr-1998	Australia	759724	27-Nov-1998
THE EXHAUST TECHNOLOGY COMPANY	875024	14-Apr-1998	Canada	525641	23-Mar-2000
THE EXHAUST TECHNOLOGY COMPANY	803346	14-Apr-1998	European Community	000803346	26-Mar-2001
THE EXHAUST TECHNOLOGY COMPANY	10031473	14-Apr-1998	Japan	4319200	24-Sep-1999
THE EXHAUST TECHNOLOGY COMPANY	989945	14-Apr-1998	So. Korea	459917	01-Dec-1999
THE EXHAUST TECHNOLOGY COMPANY	290984	15-Apr-1998	New Zealand	290984	12-Jan-2000
THE EXHAUST TECHNOLOGY COMPANY	290985	15-Apr-1998	New Zealand	290985	12-Jan-2000

Copyrights:		
Description	Registration No.	Registration Date
None.		

Schedule I to
Trademark Security Agreement

BN 8303040v5

B&M Racing & Performance Products Inc. Trademark Registrations/Applications

Mark	Registration No. / (Application No.)	Registration Date / (Application Date)
H	0781323	12/08/1964
V MATIC	1339113	06/04/1985
LINE/LOC	2720374	06/03/2003
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AUTOSTICK	1135075	05/13/1980
HURST	0920146	09/14/1971
DUAL/GATE	1201952	07/20/1982
COMPETITION/PLUS DESIGN	0760957	12/03/1963
ROLL/CONTROL	1256014	11/01/1983
LIGHTENING RODS	1249778	08/30/1983
BILLET/PLUS	3255750	06/26/2007
B&M	77/820557	09/04/2009
B&M	77/820556	09/04/2009
PISTOL-GRIP	77/809307	08/20/2009
PISTOL-GRIP QUARTER STICK	3872061	11/09/20110
QUARTER STICK	3872060	11/09/20110
H HURST SHIFTERS	3830673	08/10/2010

B&M Racing & Performance Products Inc. – Foreign Trademarks

Trademarks:		
Description	Issue Dates	Application or Registration Number
Filed in Australia B&M logo	February 13, 2004	623865
Filed in Japan - B&M logo	December 5, 2003	4731337
Filed in European Union - B&M logos	November 19, 2003 March 13, 2003 April 5, 2005	002431070 003095502 002996543
Filed in Puerto Rico - Autostick	N/A	41100
Filed in Germany - Hurst	December 4, 1984	1071046
Filed in Norway Hurst	April 17, 1986	124822
Filed in Germany Hurst Rettungsschere	September 28, 1977	963197
Filed in Mexico Autostick	June 29, 1998	579488
Filed in Aruba Autostick	N/A	18337
Filed in Panama Autostick	N/A	56352
Filed in Peru Autostick	N/A	35444
Filed in Nicaragua Autostick	N/A	34653
Filed in Honduras Autostick	N/A	69563
Filed in Uruguay Autostick	N/A	291372
Filed in Paraguay Autostick	N/A	197557
Filed in Costa Rica Autostick	N/A	104645
Filed in Argentina Autostick	N/A	1659734
Filed in Ecuador Autostick	N/A	1697/98
Filed in Columbia Autostick	N/A	208323
Filed in Guatemala Autostick	N/A	89605

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Trademarks:		
Description	Issue Dates	Application or Registration Number
Filed in El Salvador Autostick	N/A	180
Filed in Bolivia Autostick	N/A	71624
Filed in Brazil Autostick	N/A	819733741
Filed in German H Hurst & Design	June 7, 1971	881740
Filed in Canada Hurst	July 19, 1985	TMA 304939
Filed in Dominican R Autostick	N/A	88105
Filed in Canada H. Hurst & Shifters Design	February 10, 2006	TMA 658682
Filed in Canada H Hurst and Shifters (Design) (pending)	February 10, 2006	1147271
Filed in China Hurst (pending)	August 21, 2004	3433319
Filed in China Hurst Hauler (Class 12) (pending)	August 21, 2004	3433316
Filed in China Hurst Hauler (Class 28) (pending)	October 7, 2004	3433314

Copyrights:		
Description	Registration No.	Registration Date
None.		

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Trade Names

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