

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
Motovon Corporation		10/31/2012	CORPORATION: CANADA
RECEIVING PARTY DATA			
Name:	Bank of Montreal, as Agent		
Street Address:	19th Floor, 1 First Canadian Place		
City:	Toronto, Ontario		
State/Country:	CANADA		
Postal Code:	M5X 1A1		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1746462	LIFE IS TOO SHORT NOT TO BE XTREME	
Serial Number:	85523901	X XTR	
Registration Number:	2864714	PRO SPORT	
Registration Number:	1826013	BIKER SKINS	
CORRESPONDENCE DATA			
Fax Number:	3128637865		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-201-3865		
Email:	sharon.patterson@goldbergkohn.com		
Correspondent Name:	Sharon Patterson, Paralegal		
Address Line 1:	Goldberg Kohn Ltd., 55 E. Monroe St.		
Address Line 2:	Ste. 3300		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	5764.001		

OP \$115.00 1746462

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Sharon Patterson
Signature:	/sharon patterson/
Date:	11/02/2012

Total Attachments: 5

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**AMENDMENT NO. 1 TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NO. 1 to Trademark Security Agreement is dated as of October 31, 2012 (this "Amendment") and is made by and between MOTOVAN CORPORATION, a Canadian corporation ("Grantor"), and BANK OF MONTREAL, in its capacity as Agent for the Lenders party to the Credit Agreement ("Grantee").

WHEREAS, Grantor and Grantee entered into that certain Trademark Security Agreement dated as of December 17, 2009 (the "Trademark Security Agreement");

WHEREAS, the Trademark Security Agreement was duly recorded in the United States Patent and Trademark Office on December 22, 2009, Reel/Frame: 004118/0884;

WHEREAS, since the date of Grantor's execution of the Trademark Security Agreement, (a) Grantor's interest in a certain Trademark has been properly reflected in the federal records with the United States Patent and Trademark Office, (b) Grantor has filed an "intent to use" application with respect to a new Trademark with the United States Patent and Trademark Office, and (c) Grantor has acquired certain Trademarks from its subsidiary, Nichols Motorcycle Supply, Inc., as reflected in the federal records of the United States Patent and Trademark Office, all such Trademarks are listed on Schedule 1 hereto (collectively, the "New Trademarks" and each, a "New Trademark"); and

WHEREAS, in accordance with Sections 6 and 7 of the Trademark Security Agreement, the parties hereto agree to amend the Trademark Security Agreement to confirm the inclusion of such New Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Trademark Security Agreement as follows:

1. Definitions. All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to them in the Trademark Security Agreement.

2. Security Interest in New Trademarks. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement and the Trademark Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the Trademark Collateral, whether now owned or hereafter acquired, including the New Trademarks.

3. Supplemented Schedule A. Schedule 1 of the Trademark Security Agreement is hereby supplemented to add the New Trademarks.

4. Representations and Warranties. The Grantor hereby represents and warrants to Grantee that:

(a) Except to the extent expressly provided otherwise in the Credit Agreement, Grantor is the sole and exclusive owner of the entire right, title and interest in and to each Trademark, including each New Trademark, free and clear of any liens, charges and encumbrances (other than Permitted Liens as defined in the Credit Agreement), including without limitation licenses (except any licenses to which Grantee has consented in writing pursuant to Section 4 below) and covenants by Grantor not to sue third persons;

(b) Except to the extent expressly provided otherwise in the Credit Agreement, Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark, including any New Trademark; and

(c) Grantor has the unqualified right to execute and deliver this Amendment and perform its terms.

5. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Trademark Security Agreement shall remain in full force and effect as executed.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

MOTOVAN CORPORATION
By: _____
Name: George Palgolino
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Agent

By: _____
Name: _____
Title: _____

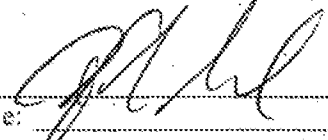
IN WITNESS WHEREOF, Grantor and Grantee have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

MOTOVAN CORPORATION

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF MONTREAL, as Agent

By:  _____
Name: _____ Hugh Devlin
Title: _____ Managing Director
Corporate Finance, ABL
BMO Bank of Montreal

SCHEDULE I

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Registration No./Serial No.</u>	<u>Registration Date/Filing Date</u>
Life Is Too Short Not To Be Xtreme	1746462	1/12/93
X XTR	85523901	1/24/12
Pro Sport	2864714	7/20/04
Biker Skins	1826013	3/8/94

TRADEMARK APPLICATIONS

None

TRADEMARK LICENSES

None