

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
CYCLE GEAR, INC.		01/03/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A.		
Street Address:	3 Park Plaza, 9th Floor		
City:	Irvine		
State/Country:	CALIFORNIA		
Postal Code:	92614		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 33			
Property Type	Number	Word Mark	
Serial Number:	74215085	CYCLE GEAR MOTORCYCLE PARTS & ACCESSORIES	
Serial Number:	74421516	CYCLE GEAR GOOD STUFF FOR MOTORBIKES	
Serial Number:	78774889	STREET & STEEL	
Serial Number:	76131671	CYCLE GEAR	
Serial Number:	75918267	IT'S THE RIDE	
Serial Number:	76079260	MOTOBOSS	
Serial Number:	78462250	DURA BOOST	
Serial Number:	78462251	MEGABOOST	
Serial Number:	78980303	BILT	
Serial Number:	78980329	BLACK STAR	
Serial Number:	78774884	MOTO PRO	
Serial Number:	78774897	S STREET & STEEL CLASSICAL MOTORCYCLE APPAREL AND ACCESSORIES	
Serial Number:	78821036	DOUBLE TOUGH	
Serial Number:	78873917	MOTOCREDIT	

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Serial Number:	78873912	MOTOGUARD
Serial Number:	78887765	VAULT
Serial Number:	77274436	STREET&STEEL
Serial Number:	85118474	STREET & STEEL
Serial Number:	77278955	RIDE THE LIFE
Serial Number:	77793507	RIDE THE LIFE
Serial Number:	77978249	RIDE THE LIFE
Serial Number:	77373419	SEVEN ZERO SEVEN
Serial Number:	77980111	SEVEN ZERO SEVEN
Serial Number:	85177880	SEDICI
Serial Number:	85177886	SEDICI 16
Serial Number:	85184163	SEDICI
Serial Number:	85316885	FREEZE-OUT
Serial Number:	85390429	HEAT OUT
Serial Number:	85715448	HOTWIRED
Serial Number:	85715451	SPEEDMETAL
Serial Number:	85715447	STOCKTON TOOL
Serial Number:	85715450	STREET & STEEL
Serial Number:	85715452	STREET & STEEL

CORRESPONDENCE DATA

Fax Number: 2027393001

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 202-739-5652

Email: chowell@morganlewis.com

Correspondent Name: Catherine R. Howell, Senior Paralegal

Address Line 1: 1111 Pennsylvania Ave., N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	100803-0078
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	01/04/2013

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this January 3, 2013, by and among **CYCLE GEAR, INC.**, a California corporation ("Borrower"), and **JPMORGAN CHASE BANK, N.A.**, as Lender (together with its successors and assigns, "Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement"), by and among Borrower, the other Loan Parties party thereto from time to time, and Lender, Lender has agreed to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof; and

WHEREAS, Lender is willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Borrower shall have executed and delivered to Lender that certain Pledge and Security Agreement, dated as of the date hereof (including all exhibits thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Borrower is required to execute and deliver to Lender 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, Borrower 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. Borrower hereby unconditionally grants, assigns, and pledges to Lender, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of Borrower's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(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 UCC) of the foregoing, including any claim by Borrower 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 Borrower to Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Borrower.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Lender pursuant to the Security Agreement. Borrower hereby acknowledges and affirms that the rights and remedies of Lender 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 Borrower shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Borrower hereby authorizes Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of Borrower. 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 Lender'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 (e.g. via email in portable document file format) 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 Trademark Security 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. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash (or, in the case of Letters of Credit, cash collateralizing the Standby LC Exposure as provided in the Credit Agreement) of all Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns.

8. CHOICE OF LAW. **THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS (AND**

NOT THE LAW OF CONFLICTS) OF THE STATE OF CALIFORNIA, BUT GIVING EFFECT TO FEDERAL LAWS APPLICABLE TO NATIONAL BANKS.

9. CONSENT TO JURISDICTION. BORROWER HEREBY IRREVOCABLY SUBMITS TO THE NON-EXCLUSIVE JURISDICTION OF ANY U.S. FEDERAL OR CALIFORNIA STATE COURT SITTING IN LOS ANGELES, CALIFORNIA IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND BORROWER HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN ANY SUCH COURT AND IRREVOCABLY WAIVES ANY OBJECTION IT MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING BROUGHT IN SUCH A COURT OR THAT SUCH COURT IS AN INCONVENIENT FORUM. NOTHING HEREIN SHALL LIMIT THE RIGHT OF THE LENDER TO BRING PROCEEDINGS AGAINST BORROWER IN THE COURTS OF ANY OTHER JURISDICTION. ANY JUDICIAL PROCEEDING BY BORROWER AGAINST THE LENDER OR ANY AFFILIATE OF THE LENDER INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT SHALL BE BROUGHT ONLY IN A COURT IN LOS ANGELES, CALIFORNIA.

10. WAIVER OF JURY TRIAL; JUDICIAL REFERENCE. BORROWER AND THE LENDER HEREBY WAIVE TRIAL BY JURY IN ANY JUDICIAL PROCEEDING INVOLVING, DIRECTLY OR INDIRECTLY, ANY MATTER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) IN ANY WAY ARISING OUT OF, RELATED TO, OR CONNECTED WITH THIS TRADEMARK SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE RELATIONSHIP ESTABLISHED THEREUNDER. IF ANY ACTION OR PROCEEDING IS FILED IN A COURT OF THE STATE OF CALIFORNIA BY OR AGAINST ANY PARTY HERETO IN CONNECTION WITH ANY OF THE TRANSACTIONS CONTEMPLATED BY THIS TRADEMARK SECURITY AGREEMENT OR ANY DOCUMENT RELATED HERETO AND EACH PARTY HERETO OR THERETO (OTHER THAN THE LENDER) DOES NOT SUBSEQUENTLY WAIVE IN AN EFFECTIVE MANNER UNDER CALIFORNIA LAW ITS RIGHT TO A TRIAL BY JURY, (a) THE COURT SHALL, AND IS HEREBY DIRECTED TO, MAKE A GENERAL REFERENCE PURSUANT TO CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 638 TO A REFEREE OR REFEREES TO HEAR AND DETERMINE ALL OF THE ISSUES IN SUCH ACTION OR PROCEEDING (WHETHER OF FACT OR OF LAW) AND TO REPORT A STATEMENT OF DECISION, PROVIDED THAT ANY SUCH ISSUES PERTAINING TO A "PROVISIONAL REMEDY" AS DEFINED IN CALIFORNIA CODE OF CIVIL PROCEDURE SECTION 1281.8 SHALL BE HEARD AND DETERMINED BY THE COURT, AND (b) BORROWER SHALL BE SOLELY RESPONSIBLE TO PAY ALL FEES AND EXPENSES OF ANY REFEREE APPOINTED IN SUCH ACTION OR PROCEEDING.

[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.

BORROWER:

CYCLE GEAR, INC.,
a California corporation

By: 

Name: Jeffrey P. Folger

Title: CFO

[Signature page to Trademark Security Agreement]

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ACCEPTED AND ACKNOWLEDGED BY:

LENDER:

JPMORGAN CHASE BANK, N.A.

By:

Name: 
Annaliese Fisher

Title: Authorized Officer

[Signature page to Trademark Security Agreement]

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Schedule I
to
Trademark Security Agreement

CYCLE GEAR, INC.
Vierra Magen Marcus DeNiro LLP
Trademark Status Report

Docket Number	Country	Status	Mark	Serial No	Filed Date	Reg No	Reg Date	Status/Comments
CYGR-01002US0	US	Registered	CYCLE GEAR MOTORCYCLE PARTS AND	74/235,085	10/24/1991	1,749,027	1/26/1993	1/26/1993: Section 8 & 9 Affidavit/Renewal due
CYGR-01003US0	US	Registered	CYCLE GEAR GOOD STUFF FOR MOTOR	74/421,516	8/6/1993	1,862,887	11/15/1994	11/15/1994: Section 8 & 9 Affidavit/Renewal due
CYGR-01004US0	US	Registered	CYCLE GEAR - (STATE OF CALIFORNIA)	20759	8/21/1984	20759	8/21/1984	8/21/1984: Section 8 & 9 Affidavit/Renewal due
CYGR-01008US0	US	Registered	STREET AND STEEL	78/774,889	12/16/2005	3,365,687	1/8/2008	1/8/2008: Section 8 & 15 Affidavit due
CYGR-01014US0	US	Registered	CYCLE GEAR	76/131,671	9/20/2000	2,667,838	12/31/2002	12/31/2002: Section 8 & 9 Affidavit/renewal due
CYGR-01015US0	US	Registered	IT'S THE RIDE	75/918,267	2/14/2000	2,479,455	8/21/2001	8/21/2001: Section 8 & 9 Affidavit/Renewal due
CYGR-01016US0	US	Registered	MOTOBOSS	76/079,260	6/27/2000	2,828,808	4/6/2004	4/6/2004: Section 8 & 9 Affidavit/Renewal due
CYGR-01022US0	US	Registered	DURA BOOST	78/462,250	8/4/2004	3,036,848	12/27/2005	12/27/2005: Section 8 & 9 Affidavit/Renewal due
CYGR-01023US0	US	Registered	MEGABOOST	78/462,251	8/4/2004	3,353,271	12/11/2007	12/11/2007: Section 8 & 15 Affidavit due
CYGR-01027US1	US	Registered	BILT	78/980,303	10/14/2005	3,552,183	12/23/2008	12/23/2008: Section 8 & 15 Affidavit Due
CYGR-01029US1	US	Registered	BLACK STAR	78/980,329	5/19/2008	3,459,786	7/1/2008	7/1/2008: Section 8 & 15 Affidavit Due
CYGR-01032US0	US	Registered	MOTO PRO	78/774,884	12/16/2005	3,236,410	5/1/2007	5/1/2007: Section 8 & 15 Affidavit due
CYGR-01033US0	US	Registered	STREET & STEEL CLASSICAL MOTORCYC	78/774,897	12/16/2005	3,378,552	2/5/2008	2/5/2008: Section 8 & 15 Affidavit due
CYGR-01035US0	US	Registered	DOUBLE TOUGH	78/821,036	2/22/2006	3,750,779	2/16/2010	2/16/2010: Section 8 & 15 Affidavit due
CYGR-01036US0	US	Registered	MOTOCREDIT	78/873,917	5/1/2006	3,209,141	2/13/2007	2/13/2007: Section 8 & 15 Affidavit due
CYGR-01037US0	US	Registered	MOTOGUARD	78/873,912	5/1/2006	3,260,573	7/10/2007	7/10/2007: Section 8 & 15 Affidavit due
CYGR-01039US0	US	Registered	VAULT	78/887,765	5/19/2006	3,514,262	10/7/2008	10/7/2008: Section 8 & 15 Affidavit due
CYGR-01048US0	US	Registered	STREET & STEEL & Design	77/274,436	9/7/2007	3,911,393	1/25/2011	1/25/2011: Section 8 & 15 Affidavit Due
CYGR-01048US1	US	Registered	STREET & STEEL (logo)	85/118,474	8/30/2010	3,954,449	5/3/2011	5/3/2011: Section 8 & 15 Affidavit due
CYGR-01049US0	US	Registered	RIDE THE LIFE	77/278,955	9/13/2007	3,796,085	6/1/2010	6/1/2010: Section 8 & 15 Affidavit Due
CYGR-01049US1	US	Registered	RIDE THE LIFE	77/793,507	7/30/2009	3,883,864	11/30/2010	11/30/2010: Section 8 & 15 Affidavit due
CYGR-01049US2	US	Registered	RIDE THE LIFE	77/978,249	7/30/2009	3,726,649	12/15/2009	12/15/2009: Section 8 & 15 Affidavit due
CYGR-01052US0	US	Registered	SEVEN ZERO SEVEN	77/373,419	1/16/2008	4,254,168	12/4/2012	12/4/2012: Section 8 & 15 Affidavit due
CYGR-01052US2	US	Registered	SEVEN ZERO SEVEN	77/980,111	8/6/2010	3,865,900	10/19/2010	10/19/2010: Section 8 & 15 Affidavit due
CYGR-01059US0	US	Filed	SEDICI	85/177,880	11/16/2010			10/30/12: Response and Notice of Appeal filed
CYGR-01060US0	US	Filed	SEDICI 16	85/177,886	11/16/2010			10/30/12: Abandon per D Bertram
CYGR-01061US0	US	Filed	SEDICI (stylized)	85/184,163	11/23/2010			10/30/12: Response and Notice of Appeal filed
CYGR-01063US0	US	Filed	FREEZE-OUT (EFILE)	85/316,885	5/10/2011			3/25/13: response to OA due
CYGR-01064US0	US	Filed	HEAT OUT (EFILE)	85/390,429	8/5/2011			12/27/12: response to OA due
CYGR-01069US0	US	Filed	HOTWIRED	85/715,448	8/28/2012			Awaiting 1st OA
CYGR-01070US0	US	Filed	SPEEDMETAL	85/715,451	8/28/2012			Awaiting 1st OA
CYGR-01071US0	US	Filed	STOCKTON TOOL	85/715,447	8/28/2012			Awaiting 1st OA
CYGR-01072US0	US	Filed	STREET & STEEL	85/715,450	8/28/2012			Awaiting 1st OA
CYGR-01073US0	US	Filed	STREET & STEEL	85/715,452	8/28/2012			Awaiting 1st OA

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