

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM373737

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Eaglerider Holding, Inc.		02/10/2016	CORPORATION: DELAWARE
J.C. Bromac Corporation		02/10/2016	CORPORATION: CALIFORNIA
Eaglerider Finance LLC		02/10/2016	LIMITED LIABILITY COMPANY: MINNESOTA
ERMS1, LLC		02/10/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
ERMS2, LLC		02/10/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
ERMS3, LLC		02/10/2016	LIMITED LIABILITY COMPANY: CALIFORNIA
ERMSCO, LLC		02/10/2016	LIMITED LIABILITY COMPANY: COLORADO

RECEIVING PARTY DATA

Name:	PNC Bank, National Association
Street Address:	500 First Avenue
Internal Address:	Commercial Loan Service Center/DCC
City:	Pittsburgh
State/Country:	PENNSYLVANIA
Postal Code:	15219
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1957849	EAGLERIDER
Registration Number:	4353141	EAGLERIDER
Registration Number:	3996475	EAGLERIDER MOTORCYCLES USA
Registration Number:	3046089	WE RENT DREAMS
Serial Number:	86797620	EAGLERIDER MOTORCYCLES USA EST 1992
Serial Number:	86891489	EAGLERIDER

CORRESPONDENCE DATA

OP \$165.00 1957849

Fax Number: 2158325619

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

Phone: 215-569-5619

Email: pecsenye@blankrome.com

Correspondent Name: Timothy D. Pecsénye

Address Line 1: Blank Rome LLP

Address Line 2: One Logan Square, 8th Floor

Address Line 4: Philadelphia, PENNSYLVANIA 19103-6998

ATTORNEY DOCKET NUMBER:	074658-15114
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NAME OF SUBMITTER:	Timothy D. Pecsénye
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SIGNATURE:	/Timothy D. Pecsénye/
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DATE SIGNED:	02/18/2016
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Total Attachments: 13

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**AMENDED AND RESTATED
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This **AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "Agreement"), dated as of February 10, 2016, is made by **EAGLERIDER HOLDING, INC.**, a Delaware corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 ("Holdings"), **J.C. BROMAC CORPORATION**, a California corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 ("Bromac"), **EAGLERIDER, INC.**, a California corporation with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 ("EagleRider"), **EAGLERIDER FINANCE LLC**, a Minnesota limited liability company with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 ("EagleRider Finance"), **ERMS1, LLC**, a California limited liability company with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 ("ERMS1"), **ERMS2, LLC**, a California limited liability company with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 ("ERMS2"), **ERMS3, LLC**, a California limited liability company with an address at 11860 S. La Cienega Blvd., Hawthorne, CA 90250 ("ERMS3"), and **ERMSCO, LLC**, a Colorado limited liability company with an address at 2350 Lawrence Street, Denver, CO 80205 ("ERMSCO"), and together with Holdings, Bromac, EagleRider, EagleRider Finance, ERMS1, ERMS2 and ERMS3, collectively "Grantors" and each a "Grantor", in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 2 North Lake Avenue, Pasadena, CA 91101, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, "Agent").

W I T N E S E T H:

WHEREAS, pursuant to that certain Amended and Restated Revolving Credit and Security Agreement, dated as of the date hereof (as it may be amended, modified, supplemented, restated or replaced from time to time, the "Credit Agreement"; capitalized terms used herein but not otherwise defined herein shall have the respective meanings given thereto in the Credit Agreement) among Grantors (together with each Person joined thereto from time to time as a borrower, collectively, the "Borrowers", and each a "Borrower"), the various financial institutions named therein or which hereafter become a party thereto as lenders (collectively, the "Lenders"), and Agent. Agent and Lenders have made and/or will in the future make certain extensions of credit to the Grantors upon the terms and subject to the conditions set forth therein;

WHEREAS, pursuant to such Credit Agreement, each Grantor has granted to Agent, for its own benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, security interests in and to and Liens on substantially all of such Grantor's assets, including without limitation, all of such Grantor's Intellectual Property and specifically including all of such Grantor's registered United States patents, trademarks and copyrights and all of such Grantor's filed United States patent applications, trademark applications and copyright applications, all whether now owned or hereafter created, arising and/or acquired (collectively, the "US Registered Intellectual Property"); and

WHEREAS, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office and/or the

United States Copyright Office (as applicable) in order to perfect and/or protect all of Agent's Liens in the US Registered Intellectual Property.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Credit Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Intellectual Property Collateral. Without limiting any other grant of Lien by each Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, each Grantor hereby assigns, pledges and grants to Agent, for its benefit and for the ratable benefit of Issuer, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned and/or existing or hereafter created, arising and/or acquired (the "Intellectual Property Collateral"):

(a) all of its registered United States copyrights and filed United States copyright applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement (as defined below) delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(b) all of its registered United States trademarks and filed United States trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals, reversions and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such trademark and trademark application covered by (b) above;

(d) all of its registered/issued United States patents and filed United States patent applications, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing;

(e) all applications, registrations, claims, awards, judgments, amendments, improvements and insurance claims related thereto now or hereafter owned or licensed by such Grantor, or any claims for damages by way of any past, present, or future infringement of any of the foregoing, together with all accessions and additions thereto and proceeds thereof (including, without limitation, any proceeds resulting under insurance policies); provided, further, that the Intellectual Property Collateral shall include, without limitation, all cash, royalty fees, other proceeds, Receivables, accounts and general intangibles that consist of rights of payment to or on behalf of such Grantor or proceeds from the sale, licensing or other disposition of all or any part of, or rights in, the Intellectual Property Collateral by or on behalf of such Grantor; and

(f) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to

sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided that the following shall not constitute “Intellectual Property Collateral”: any United States trademark applications filed on the basis of a Borrower’s intent-to-use such mark, in each case, unless and until evidence of the use of such trademark in interstate commerce is submitted to the United States Patent and Trademark Office, but only if and to the extent that the granting of a security interest in such application would result in the invalidation of such application, provided, that to the extent such application is excluded from the Intellectual Property Collateral, upon the submission of evidence of use of such trademark to the United States Patent and Trademark Office, such trademark application shall automatically be included in the Intellectual Property Collateral, without further action on any party’s part;

which such continuing security interest in and Lien upon the Intellectual Property Collateral, and this Agreement, shall continue in full force and effect to secure each of the Obligations until such time as the Obligations are paid in full (other than contingent indemnification obligations and other inchoate obligations which have not yet arisen and are not yet due) and the obligations of Agents and Lenders to make extensions of credit to the Borrowers under the Credit Agreement or any Other Document are terminated (the “Termination”).

Section 2. Credit Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Credit Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office and United States Copyright Office, as applicable.

Section 4. Grantors Remain Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall retain full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Intellectual Property subject to a security interest hereunder.

Section 5. Agreement to Deliver Supplements. Each Grantor hereby covenants and agrees that promptly upon the acquisition by such Grantor of any new US Registered Intellectual Property which constitutes Intellectual Property Collateral (including any registration or issuance of any United States patent, trademark or copyright arising out of any filed United States patent application, trademark application or copyright application previously listed on Schedule 1 hereto or the Schedule to any other Supplement delivered to Agent in accordance with this paragraph), such Grantor shall, concurrently with or promptly thereafter the next scheduled delivery of a Compliance Certificate under Section 9.7 or 9.9 of the Credit Agreement following acquisition of such new US Registered Intellectual Property, deliver to Agent a duly executed

Supplement to this Agreement in the form of Exhibit A hereto, listing all such newly acquired US Registered Intellectual Property on Schedule I thereto, pursuant to which such Grantor shall reconfirm the grant of a security interest in such newly acquired US Registered Intellectual Property which constitutes Intellectual Property Collateral to Agent, for its benefit and for the ratable benefit of Agent, Issuer, Lenders and each other Secured Party, to secure the Obligations. Each such Supplement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of each such Supplement, with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable. Regardless of whether any Supplement is delivered by a Grantor, and without limiting the generality of the provisions of Section 1 hereof above, each Grantor hereby confirms and agrees that any and all such after-acquired US Registered Intellectual Property which constitutes Intellectual Property Collateral, and all Intellectual Property Collateral relating thereto, shall immediately and automatically upon any Grantor's acquisition of any right, title and interest therein become part of the Intellectual Property Collateral hereunder. In the event that any Grantor acquires any such new US Registered Intellectual Property which constitutes Intellectual Property Collateral but such Grantor fails for whatever reason to promptly deliver a Supplement pursuant to this Section 5, each Grantor hereby authorizes Agent, acting under its Power of Attorney granted pursuant to Section 8 below, at any time thereafter and until the Termination, to execute in the name of such Grantor an applicable Supplement with respect to such newly acquired US Registered Intellectual Property, arising and/or acquired and to file the same with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

Section 6. Representation and Warranties. Each Grantor hereby represents and warrants to Agent and to the Lenders that Schedule 1 sets forth a full, complete and correct list of all US Registered Intellectual Property which constitutes Intellectual Property Collateral owned by such Grantor as of the date hereof.

Section 7. Events of Default and Remedies. The occurrence of any Event of Default under the Credit Agreement shall constitute an "Event of Default" under this Agreement. Upon the occurrence of and during the continuance of any such Event of Default, Agent, in addition to all other rights, options, and remedies granted to Agent under the Credit Agreement or any Other Document, or otherwise available to Agent at law or in equity, may exercise, either directly or through one or more assignees or designees, with respect to the Intellectual Property Collateral all rights and remedies granted to it as a secured creditor under the Uniform Commercial Code.

Section 8. Power of Attorney. Without limiting the generality of any power of attorney granted to Agent under the Credit Agreement or any Other Document, each Grantor hereby authorizes Agent, its successors and assigns, and any officer, employee, attorney or agent thereof, as such Grantor's true and lawful attorney-in-fact, with the power (i) to execute and endorse on behalf of and in the name of such Grantor any Supplement to this Agreement or other security agreement or similar document or instrument which Agent may deem reasonably necessary or desirable in order to create, protect, perfect or enforce the security interest in the Intellectual Property Collateral provided for herein and in each case to file or record any such Supplement or other security agreement or similar document or instrument with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor and (ii) after the occurrence and during the

continuance of an Event of Default as defined in Section 7 of this Agreement above, to execute and endorse on behalf of and in the name of such Grantor any assignment, bill of sale or similar document or instrument which Agent may deem necessary or desirable in order for Agent to assign, pledge, convey or otherwise sell, transfer title in or dispose of the Intellectual Property Collateral, and in each case to file or record with the United States Patent and Trademark Office and/or the United States Copyright Officer, as applicable, in the name of and on behalf of such Grantor any such assignment or bill of sale or other document executed by Agent, its successors and assigns, and any officer, employee, attorney or Agent thereof under this power of attorney. Each Grantor hereby unconditionally ratifies all that any person authorized under this power of attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof and of the Credit Agreement and the Other Documents. This power of attorney is coupled with an interest and cannot be revoked until the Termination.

Section 9. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 10. Governing Law. This Agreement, and all matters relating hereto or arising herefrom (whether arising under contract law, tort law or otherwise) shall be governed by and construed in accordance with the laws of the State of New York. Without limiting the generality of the general incorporation of the Credit Agreement herein provided for above, the provisions of Section 16.1 of the Credit Agreement (agreements regarding, consents to and waivers regarding jurisdiction and venue), Section 16.5 of the Credit Agreement (indemnities by Grantors), Section 16.6 of the Credit Agreement (notices), Section 16.7 of the Credit Agreement (survival of certain provisions), Section 16.9 of the Credit Agreement (expenses), Section 16.10 of the Credit Agreement (injunctive relief) and Article XII of the Credit Agreement (certain waivers including waivers of the rights of jury trial) are hereby specifically incorporated by reference. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under Applicable Laws or regulations, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given effect so far as possible. This Agreement shall be binding upon and inure to the benefit of Grantors and Agent, and their respective successors and assigns, except that Grantors may not assign or transfer any of their rights or obligations under this Agreement without the prior written consent of Agent and each Lender.

Section 11. Amendment and Restatement. As of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in that certain Intellectual Property Security Agreement, dated as of August 11, 2014, among Bromac, EagleRider, EagleRider Finance and Agent are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions agreements, representations and warranties set forth in this Agreement.

[Signature Pages Follow]

In witness whereof, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

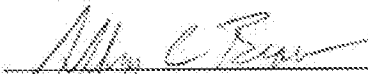
GRANTORS:

**J.C. BROMAC CORPORATION
EAGLERIDER, INC.
EAGLERIDER FINANCE LLC**

By: 
Name: Jeffrey C. Brown
Title: Chief Operating Officer

**ERMS1, LLC
ERMS2, LLC
ERMS3, LLC
ERMSCO, LLC**

By: J.C. Bromac Corporation
Its: Sole Member

By: 
Name: Jeffrey C. Brown
Title: Chief Operating Officer

[Amended and Restated Intellectual Property Security Agreement]

EAGLERIDER HOLDING, INC.

By: 

Name: Josh D. McDowell

Title: Vice President and Secretary

[Amended and Restated Intellectual Property Security Agreement]

TRADEMARK
REEL: 005735 FRAME: 0418

ACCEPTED AND AGREED
as of the date first above written:
PNC BANK, NATIONAL ASSOCIATION, as Agent

By: Michael P. McNeirney
Name: Michael P. McNeirney
Title: Vice President

Schedule 1
to
Intellectual Property Security Agreement

PATENTS, TRADEMARKS, AND COPYRIGHTS

1. Patents and patent applications:

N/A

2. Trademarks and trademark applications:

Grantor	Country	Mark	App No./App. Date	Reg. No/Reg. Date
J.C. Bromac Corporation	United States	EAGLERIDER	74/652605 03/13/95	1,957,849 02/20/96
J.C. Bromac Corporation	United States	EAGLERIDER	85/733050 09/19/12	4353141 06/28/13
J.C. Bromac Corporation	United States		85/110291 08/18/10	3,996,475 07/19/11
J.C. Bromac Corporation	United States	WE RENT DREAMS	78/528730 12/07/04	3,046,089 01/17/06
J.C. Bromac Corporation	United States		86/797620 10/23/15	N/A
J.C. Bromac Corporation	United States	EAGLERIDER	86891489 1/29/16	N/A

3. Copyrights and copyright applications:

Grantor	Title	Reg. No.	Reg. Date
J.C. Bromac Corporation	EagleRider Design	VA0001721100	05/13/10
J.C. Bromac Corporation	EagleRider Logo	VA0001720936	05/13/10

[INTELLECTUAL PROPERTY SECURITY AGREEMENT (EAGLERIDER)]

EXHIBIT A

SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Supplement") made as of this __ day of _____, 201__, by [NAME OF GRANTOR] ("Grantor"), in favor of **PNC BANK, NATIONAL ASSOCIATION**, a national banking association with an address at 2 North Lake Avenue, Pasadena, CA 91101, in its capacity as "Agent" under the Credit Agreement referenced below (together with its successors and assigns in such capacity, including any replacement or successor "Agent" appointed under the Credit Agreement, "Agent"):

WITNESSETH

WHEREAS, Grantor, certain of its affiliates or subsidiaries and Agent are parties to a certain Amended and Restated Intellectual Property Security Agreement, dated as of February 10, 2016 (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the "IP Agreement"). Capitalized terms used herein but not otherwise defined herein shall have the meanings given thereto in the IP Agreement;

WHEREAS, pursuant to the terms of the IP Agreement, to secure the prompt payment and performance of all Obligations to each Agent, Issuer, Lenders and each other Secured Party, Grantor has assigned, pledged and granted to Agent, for its benefit and for the ratable benefit of each Agent, Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the Intellectual Property Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired; and

WHEREAS, also pursuant to the IP Agreement, Grantor agreed that upon the acquisition by Grantor of any new US Registered Intellectual Property which constitutes Intellectual Property, Grantor shall deliver to Agent a Supplement to the IP Agreement in the form of Exhibit A to such IP Agreement pursuant to which Grantor shall reconfirm the grant by it of a security interest in all such newly acquired US Registered Intellectual Property, which Supplement is intended by the parties thereto to be filed with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, and with the foregoing background and recitals incorporated by reference, Grantor agrees as follows:

1. Grant and Reaffirmation of Grant of Security Interests. Without limiting any other grant of Lien by Grantor in any Collateral under the Credit Agreement or any Other Document, to secure the prompt payment and performance of all Obligations to Agent, Issuer, Lenders and each other Secured Party, Grantor hereby assigns, pledges and grants to Agent, for

[INTELLECTUAL PROPERTY SECURITY AGREEMENT (EAGLERIDER)]

A-1

its benefit and for the ratable benefit of Lenders and each other Secured Party, a continuing security interest in and to and Lien on all of Grantor's right, title and interest in, to and under the following Collateral of Grantor, all whether now owned or hereafter created, arising and/or acquired:

(a) the newly acquired US Registered Intellectual Property listed on Schedule I to this Supplement (together with all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing);

(b) all goodwill of the business connected with the use of, and symbolized by, any trademark and trademark application covered by (a) above; and

(c) all other property otherwise constituting Intellectual Property Collateral relating to the foregoing.

Grantor agrees that all such newly acquired Intellectual Property Collateral described above shall be included in and be part of the Intellectual Property Collateral under and subject to all of the terms and provisions of the IP Agreement. Grantor hereby authorizes Agent to file and record a copy of this Supplement with the United States Patent and Trademark Office and/or United States Copyright Office, as applicable.

2. Representations and Warranties. Grantor hereby represents and warrants to Agent and to the Lenders that Schedule I hereto sets forth a full, complete and correct list of all US Registered Intellectual Property which constitutes Intellectual Property Collateral owned by Grantor as of the date hereof not listed on Schedule 1 to the original IP Agreement or any Schedule to any other Supplement to the original IP Agreement delivered by Grantor since the date thereof.

3. Incorporation of the IP Agreement. The terms and provisions of the IP Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the IP Agreement, all of the provisions of which IP Agreement are and remain in full force and effect.

IN WITNESS WHEREOF, Grantor has duly executed this Supplement to the IP Security Agreement as of the date first written above.

GRANTOR:

[NAME OF GRANTOR]

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

PNC BANK, NATIONAL ASSOCIATION, as Agent

By: _____

Name:

Title:

Schedule I to Supplement To Intellectual Property Security Agreement

[SUPPLEMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (EAGLERIDER)]

RECORDED: 02/18/2016

**TRADEMARK
REEL: 005735 FRAME: 0424**