

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Subordination Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Granite Creek Flexcap I, L.P.		12/10/2008	LIMITED PARTNERSHIP: DELAWARE
American Racing Equipment, LLC		12/10/2008	LIMITED LIABILITY COMPANY: DELAWARE
Granite Creek Partners Agent, LLC		12/10/2008	LIMITED LIABILITY COMPANY: DELAWARE
Michael George Barry		12/10/2008	INDIVIDUAL: UNITED STATES
Kyle Dee Fickler		12/10/2008	INDIVIDUAL: UNITED STATES
Scott William Rider		12/10/2008	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	9550 West Higgins Road, 8th Floor
City:	Rosemont
State/Country:	ILLINOIS
Postal Code:	60018
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2888343	EVO
Registration Number:	2226933	WELD EVO
Registration Number:	2000079	WELD RACING
Registration Number:	2008430	WELD RACING
Registration Number:	2003222	WELD RACING
Registration Number:	2166255	WELDWHEELS
Registration Number:	2086419	WELDWHEELS
Registration Number:	1872408	RODLITE

CH \$340.00 2888343

Registration Number:	2797979	AUTOFOCUS
Registration Number:	2537153	ACCU-LOC
Serial Number:	77382629	WELD
Serial Number:	77200203	TAYLOR WELD
Serial Number:	77372891	TAYLOR WELD ENGINEERING

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: ncollora@bryancave.com
 Correspondent Name: Daniel A. Crowe
 Address Line 1: 211 North Broadway, Ste 3600
 Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0228091
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	04/02/2009

Total Attachments: 16
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SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is entered into as of December 12, 2008, by and among the entities and persons listed on Exhibit A hereto (each, a "**Junior Creditor**" and collectively, the "**Junior Creditors**"), Weld Racing, LLC, a Delaware limited liability company (the "**Borrower**"), and Cole Taylor Bank, an Illinois banking corporation ("**Lender**").

Preliminary Statements

A. Borrower is a party to that certain Loan and Security Agreement dated of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") with Lender pursuant to which Lender has made or may, in its sole discretion, from time to time hereafter, make loans and advances to or extend other financial accommodations to Borrower;

B. Borrower is indebted to the Junior Creditors, as evidenced by certain documents more particularly described on Exhibit B hereto (collectively, "**Junior Debt Instruments**"), and will or may from time to time hereafter be otherwise indebted to Junior Creditors in various sums;

C. Junior Creditors are desirous of having Lender extend and/or continue the extension of credit to Borrower from time to time as Lender in its sole discretion may determine, and Lender has refused to consider the extension and/or continued extension of such credit until the "Junior Debt" (as defined below) is subordinated to the "Senior Debt" (as defined below) in the manner hereinafter set forth; and

D. The extension and/or continued extension of credit, as aforesaid, by Lender is necessary or desirable to the conduct and operation of the business of Borrower, and will inure to the personal and financial benefit of the Junior Creditors, individually and as a group.

Agreement

NOW, THEREFORE, in consideration of the extension and/or continued extension of credit by Lender to Borrower, as Lender may, in its sole discretion, determine, and for other good and valuable consideration to Junior Creditors, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Junior Creditors hereby (jointly and severally as to all Junior Creditors except for American Racing Equipment, LLC, a Delaware limited liability company ("**ARE**") and severally as to ARE):

(A) subordinate the indebtedness evidenced by the Junior Debt Instruments, as well as any and all other indebtedness now or at any time or times hereafter owing by Borrower (except any lease payments, license payments or payments in connection with the asset purchase agreement owed by Borrower to ARE, pursuant to (i) that certain Sublease Agreement dated November 6, 2008 between ARE and Borrower; (ii) that certain License Agreement dated November 6, 2008 between ARE and Borrower; or (iii) that certain Asset Purchase Agreement dated November 6,

2008 between ARE and Borrower), or any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession (the term "**Borrower**" as used hereinafter shall include any such successor or assign) to any one or more Junior Creditors, whether such indebtedness is absolute or contingent, direct or indirect and howsoever evidenced, including without limitation all interest thereon (whether actually payable in cash or in kind), (collectively, the "**Junior Debt**") to any and all indebtedness now or at any time or times hereafter owing by Borrower to Lender (whether absolute or contingent, direct or indirect and howsoever evidenced, including without limitation all interest thereon and fees, whether or not such interest or fees are allowed in a bankruptcy or similar proceeding) and all other demands, claims, liabilities or causes of action for which Borrower may now or at any time or times hereafter in any way be liable to Lender, whether under any agreement, instrument or document executed and delivered or made by Borrower to Lender or otherwise in connection with the Loan Agreement or any Other Agreement (as defined in the Loan Agreement) (collectively, the "**Senior Debt**");

(B) agree not to ask for or receive from Borrower or any other person or entity any collateral or security for the Junior Debt not specifically granted by the Junior Debt Instruments (as such Junior Debt Instruments exist on the date of this Agreement); hereby subordinate all security interests, liens, encumbrances and claims granted by Borrower or any subsidiary of Borrower to Junior Creditors, whether now existing or hereafter arising, which in any way secure the payment of the Junior Debt (the "**Junior Creditors' Collateral**") to all security interests, liens, encumbrances and claims, whether now existing or hereafter arising, which in any way secure the payment of the Senior Debt (the "**Lender's Collateral**"); agree not to take any action to enforce any such liens on any portion of any Junior Creditors' Collateral; agree that in the event Lender forecloses or realizes upon or enforces any of its rights with respect to Lender's Collateral, or Borrower or any subsidiary of Borrower sells any of Lender's Collateral in a transaction consented to by Lender, all Junior Creditors shall, upon demand, execute such terminations, partial releases and other documents as Lender requests in its sole discretion to release the Junior Creditors' lien upon such Lender's Collateral (provided that such Junior Creditors' lien shall attach to all proceeds of such Lender's Collateral as is not applied to the Senior Debt); and agree that no Junior Creditor shall have any right to possession of any assets included in the Junior Creditors' Collateral or the Lender's Collateral, whether by judicial action or otherwise, unless and until Lender has, in writing, notified Junior Creditors that all the Senior Debt has been paid in full in immediately available funds and all obligations arising in connection therewith including all lending commitments have been fully discharged ("**Paid in Full**");

(C) agree to instruct Borrower not to pay, and agree not to accept payment of, or assert, demand, sue for or seek to enforce against Borrower or any other person or entity, by setoff or otherwise, all or any portion of the Junior Debt, unless and until Lender has, in writing, notified Junior Creditors that the Senior Debt has been Paid in Full, provided that Borrower may pay and the Junior Creditors in the aggregate may receive and accept regularly scheduled payments of interest only at a per annum rate not to exceed four percent (4%) pursuant to the existing Junior Debt Instruments, so long as no Event of Default (as defined in the Loan Agreement) shall have occurred and be continuing at the time of such payments or would result from the making of such payments; further provided, however, the Junior Creditors with respect to the

Junior Debt referenced in Exhibit A hereto will be permitted to charge interest solely payable in kind in accordance with the Junior Debt Instruments (the payments referenced above will herein be collectively referred to as “**Permitted Payments**”); provided upon the cure of waiver of the Event of Default, the Borrower may resume Permitted Payments (and may make any Permitted Payments missed due to the application of this paragraph 1(C)) in respect of the Junior Debt so long as such payments are otherwise in compliance with this Agreement and no Event of Default (as defined in the Loan Agreement) would occur as a result of such payment (this Agreement shall evidence the Junior Creditors’ instructions to Borrower required under this paragraph 1(C));

(D) subrogate Lender to the Junior Debt and the Junior Creditors’ Collateral; irrevocably authorize Lender (i) to collect, receive, enforce and accept any and all sums or distributions of any kind that may become due, payable or distributable on or in respect of the Junior Debt or the Junior Creditors’ Collateral, whether paid directly by Borrower or paid or distributed in any liquidation, bankruptcy, arrangement, receivership, assignment, reorganization or dissolution proceedings or otherwise, and (ii) in Lender’s sole discretion, to make and present claims therefore in, and take such other actions as Lender deems necessary or advisable in connection with, any such proceedings, either in Lender’s name or in the name of any one or more Junior Creditors; and agree that upon the written request of Lender, all Junior Creditors will promptly assign, endorse and deliver to and deposit with Lender all agreements, instruments and documents evidencing the Junior Debt, including without limitation the Junior Debt Instruments; and

(E) agree that they shall not, modify or amend any agreement, instrument or document evidencing or securing the Junior Debt, including without limitation the Junior Debt Instruments.

Notwithstanding the foregoing or any other provision of this Agreement to the contrary, nothing herein shall prohibit any Junior Creditor from receiving any stock or debt securities of Borrower or its successor as reorganized in an insolvency or liquidation proceeding of any kind and any other securities of Borrower or any other person provided for by a plan of reorganization (collectively “**Reorganized Securities**”), the payment of which is subordinated in right of payment to all Senior Debt to the same or greater extent that the Junior Debt is subordinated to the Senior Debt under this Agreement and the Reorganized Securities do not have the benefit of any collateral or obligation of any person or entity (whether as issuer, guarantor or otherwise) unless the Senior Debt has at least the same benefit of the collateral or obligation of such person or entity and that benefit of the collateral or obligation of such person or entity is superior to that of all Junior Creditors.

2. Junior Creditors hereby agree (jointly and severally as to all Junior Creditors except for ARE and severally as to ARE) to receive and hold in trust for and promptly turn over to Lender, in the form received (except for the endorsement or assignment by Junior Creditors where necessary), any sums at any time paid to, or received by, any one or more Junior Creditors in violation of the terms of this Agreement and to reimburse Lender for all reasonable costs, including reasonable attorney’s fees, incurred by Lender in the course of collecting said sums should Junior Creditors fail to voluntarily turn the same over to Lender as

herein required. If Junior Creditors fail to endorse or assign to Lender any items of payment received by any one or more Junior Creditors on account of the Junior Debt, Junior Creditors hereby jointly, severally and irrevocably make, constitute and appoint Lender (and all persons designated by Lender for that purpose) as the Junior Creditors' true and lawful attorney and agent-in-fact, to make such endorsement or assignment in the Junior Creditors' names; and

3. Junior Creditors (jointly and severally as to all Junior Creditors except for ARE and severally as to ARE) represent and warrant to Lender that no Junior Creditor has assigned or otherwise transferred the Junior Debt or the Junior Creditors' Collateral, or any interest therein to any person or entity, that no Junior Creditor will make such assignments or other transfers thereof without obtaining the agreement of the assignee or transferee to be bound by the terms of this Agreement prior to such assignments or transfers, and that all agreements, instruments and documents evidencing the Junior Debt and the Junior Creditors' Collateral will be endorsed with proper notice of this Agreement. Junior Creditors will promptly deliver to Lender a certified copy of the Junior Debt Instruments, as well as certified copies of all other agreements, instruments and documents hereafter evidencing any Junior Debt, in each case showing such endorsement. Junior Creditors represent and warrant to Lender that the outstanding principal amount of Junior Debt evidenced by the Junior Debt Instruments as of the date of this Agreement is \$5,869,500. Junior Creditors hereby agree that Junior Creditors will not directly or indirectly loan any additional funds to Borrower without the prior written consent of Lender.

4. Junior Creditors jointly, severally and expressly waive all notices other than those notices referred to in paragraph 1 specifically regarding whether the Senior Debt was Paid in Full, and all Junior Creditors expressly waive reliance by Lender upon the subordination and other provisions of this Agreement as herein provided. All Junior Creditors consent and agree that all Senior Debt shall be deemed to have been made, incurred and/or continued at the request of Junior Creditors and in reliance upon this Agreement. Junior Creditors agree that Lender has made no warranties or representations with respect to the due execution, legality, validity, completeness or enforceability of the documents, instruments and agreements evidencing the Senior Debt, that Lender and Junior Creditors shall be entitled to manage and supervise its financial arrangements with Borrower in accordance with their usual practices, without impairing or affecting this Agreement, and that Lender shall have no liability to any Junior Creditor, and Junior Creditors hereby waive any claim which they may now or hereafter have against Lender arising out of (i) any and all actions which Lender takes or omits to take (including without limitation actions with respect to the creation, perfection or continuation of liens or security interests in any existing or future Lender's Collateral, actions with respect to the occurrence of an event of default under any documents, instruments or agreements evidencing the Senior Debt, actions with respect to the foreclosure upon, sale, release, or depreciation of, or failure to realize upon, any of Lender's Collateral and actions with respect to the collection of any claim for all or any part of the Senior Debt from any account debtor, guarantor or other person or entity) with respect to the documents, instruments and agreements evidencing the Senior Debt or to the collection of the Senior Debt or the valuation, use, protection or release of Lender's Collateral (ii) Lender's election in any proceeding instituted under Chapter 11 of Title 11 of United States Code (11 U.S.C. § 101 et. seq.) (the "**Bankruptcy Code**"), of the application of Section 1111(b)(2) of the Bankruptcy Code, and/or (iii) any borrowing or grant of a security interest under Section 364 of the Bankruptcy Code by Borrower, as debtor-in-possession. Without limiting the generality of the foregoing, Junior Creditors waive the right to assert the doctrine of marshaling with respect to any of the Lender's Collateral, and consent and agree that Lender may proceed against any or all of the Lender's Collateral in such order as Lender shall determine in its sole discretion.

5. (A) Until the Senior Debt is Paid in Full, the Junior Debt Instruments will at all times shall contain in a conspicuous manner the following legend:

“This [**Described applicable Junior Debt Instrument**] and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (the “**Subordination Agreement**”) dated as of December __, 2008, by and among the Junior Creditors referenced therein and Cole Taylor Bank (“**Cole Taylor**”), to the indebtedness (including interest) owed by Weld Racing, LLC, a Delaware limited liability company (“**Borrower**”) pursuant to that certain Loan and Security Agreement dated as of December __, 2008 among Borrower and Cole Taylor, as such Loan and Security Agreement has been and hereafter may be amended, supplemented or otherwise modified from time to time; and each holder of this instrument, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.”

(B) The Junior Creditors will provide the Lender and its legal counsel the opportunity to review the original Junior Debt Documents to determine Junior Creditors’ compliance with paragraph 4(a).

(C) The Lender shall notify Junior Creditors in writing within a commercially reasonable time after the Senior Debt has been Paid in Full at the following addresses:

Name of Junior Creditor	Address for Notice
Granite Creek Flexcap I, L.P. a Delaware limited partnership	c/o Granite Creek Partners, L.L.C. 222 West Adams Street, Suite 1980 Chicago, IL 60606 Attn: Peter G. Lehman
	With a copy to:
	Neal Gerber & Eisenberg, LLP Two North LaSalle Street, Suite 2200 Chicago, IL 60602 Attn: Jonathan D. Wasserman, Esq. Facsimile: 312-578-1790 Email: jwasserman@ngelaw.com
Michael George Barry	417 Prairie Avenue Elmhurst, IL 60126
Kyle Dee Fickler	24525 Dehoff Drive Tonganoxie, KS 66086
Scott William Rider	1204 North Pennsylvania Lawson, MO 64062
American Racing Equipment, LLC	American Racing Equipment, LLC

Name of Junior Creditor

Address for Notice

a Delaware limited liability company

c/o Platinum Equity, LLC
360 North Crescent Drive
South Building
Beverly Hills, CA 90210
Attn: Eva M. Kalawski, Esq.

With a copy to:

McGuire Woods LLP
1800 Century Park East
8th Floor
Los Angeles, CA 90067
Attn: Richard Grant, Esq.

Granite Creek Partners Agent, LLC, a Delaware limited liability company

c/o Granite Creek Partners, L.L.C.
222 West Adams Street, Suite 1980
Chicago, IL 60606
Attn: Peter G. Lehman

6. Junior Creditors agree that Lender, at any time and from time to time hereafter, may enter into such agreements with Borrower as Lender may deem proper extending the time of payment of or renewing or otherwise altering the terms of all or any of the Senior Debt or affecting any of Lender's Collateral, and may sell or surrender or otherwise deal with any of Lender's Collateral, and may release any balance of funds of Borrower with Lender, without notice to Junior Creditors and without in any way impairing or affecting this Agreement; provided, however, Lender will not increase the aggregate outstanding principal balance of the Senior Debt to an amount greater than \$7,000,000 without the prior written consent of the Junior Creditors; further provided for purposes of clarification the aggregate outstanding principal balance of the Senior Debt does not include interest at the default rate and any and all costs or expenses incurred by the Lender including reasonable attorney's fees that may result in the Liabilities (as defined in the Loan Agreement) exceeding \$7,000,000. The Junior Creditors and the Borrower hereby agree that they will not amend in any manner any Junior Debt Instruments without the prior written consent of the Lender.

7. This Agreement shall be irrevocable and shall constitute a continuing agreement of subordination and shall be binding on the Junior Creditors and their heirs, successors and assigns, and shall inure to the benefit of Lender, its successors and assigns until all of the Senior Debt has been indefeasibly Paid in Full and all obligations arising in connection therewith have been discharged. Lender may continue, without notice to Junior Creditors, to lend monies, extend credit and make other accommodations to or for the account of Borrower on the faith hereof (but subject to the limitations on the maximum amount of the Senior Debt set forth in paragraph 6 above). Junior Creditors hereby agree that all payments received by Lender may be applied, reversed, and reapplied, in whole or in part, to any of the Senior Debt, without impairing or affecting this Agreement.

8. Each of Lender and Junior Creditors hereby assume responsibility for keeping themselves informed of the financial condition of Borrower, any and all endorsers and any and all guarantors of the Senior Debt and the Junior Debt and of all other circumstances bearing upon the risk of nonpayment of the Senior Debt and the Junior Debt that diligent inquiry would reveal, and Lender

and Junior Creditors hereby agree that neither Lender nor Junior Creditors shall have any duty to advise Junior Creditors or Lender of information known to Lender or Junior Creditors regarding such condition or any such circumstances or to undertake any investigation not a part of its regular business routine. If Lender, in its sole discretion, or Junior Creditors, in their sole discretion, undertakes, at any time or from time to time, to provide any information of the type described herein to any one or more Junior Creditors or Lender, as applicable, Lender or Junior Creditors, as applicable, shall be under no obligation to subsequently update any such information or to provide any such information to any Junior Creditors or Lender, as applicable, on any subsequent occasion.

9. Borrower hereby consents to this Agreement (and the terms thereof) and agrees to abide thereby and to keep, observe and perform the several matters and things therein intended to be kept, observed and performed by it, and specifically agrees not to make any payments contrary to the terms of said Agreement. A breach of any of the terms and conditions of this consent shall constitute an "Event of Default" under the Loan Agreement.

10. If any payment or distribution to which any Junior Creditor would otherwise have been entitled (but for the provisions of this Agreement) shall have been turned over to Lender or otherwise applied to the payment of the Senior Debt pursuant to the provisions of this Agreement or otherwise, then such Junior Creditor shall be entitled to receive from Lender (after the Senior Debt is Paid in Full) any payments or distributions (if any) actually received by Lender on account of the Senior Debt in excess of the amount sufficient to pay all Senior Debt in full unless the Lender is otherwise required by law or by contract to make such payment to a person or entity other than Junior Creditors, and after the Senior Debt is Paid in Full, each such Junior Creditor shall be subrogated to all rights of Lender to receive all further payments or distributions applicable to or otherwise on or in respect of the Senior Debt, and, to the extent permitted by law, shall have the benefit of all liens and security interests of Lender in the assets and properties of Borrower, until the Junior Debt shall have been paid in full in cash. If any Junior Lender has been subrogated to the rights of Lender pursuant to the operation of this paragraph 10, Lender (at such Junior Creditor's expense) and Borrower shall take all reasonable actions requested by such Junior Creditor in order to enable such Junior Creditor to obtain payments from Borrower with respect to such subrogation rights as soon as practicably possible. For purposes of each Junior Creditor's subrogation rights hereunder, payments to Lender with respect to the Senior Debt which Junior Creditor would have been entitled to receive with respect to the Junior Debt but for the provisions of this Agreement shall not, as among Borrower, its creditors (other than Lender) and the Junior Creditors, be deemed payments with respect to the Senior Debt, but rather shall be deemed payments with respect to the Junior Debt; it being understood that the provisions of this Agreement are solely for the purpose of defining the relative rights of the holders of Senior Debt, on the one hand, and of the Junior Debt, on the other hand.

11. To the extent that any payment or payments made to the Lender on account of the Senior Debt, or any payment or proceeds of any Lender's Collateral received by Lender in the reduction of the Senior Debt are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, to Borrower or any other person liable for any of the obligations evidenced and/or secured by the Loan Agreement, whether directly or indirectly, as a debtor-in-possession or to a receiver or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then the portion of the indebtedness of Borrower or such other liable person intended to have been satisfied by such payment or proceeds ("**Invalidated Payments**"), will be revived and will continue in full force and effect as if such Invalidated Payments had never been received by the Lender and for purposes of this Agreement, the Lender

will not be deemed to be Paid in Full to the extent of the Invalidated Payments and all costs and expenses in connection therewith.

12. No waiver shall be deemed to be made by Lender of any of its rights hereunder unless the same shall be in writing signed on behalf of Lender and each such waiver, if any, shall be a waiver only with respect to the specific matter or matters to which the waiver relates and shall in no way impair the rights of Lender or the obligations of Junior Creditors to Lender in any other respect at any other time.

13. **THIS AGREEMENT SHALL BE GOVERNED AND CONTROLLED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS.**

14. To induce Lender to accept this Agreement, Junior Creditors jointly, severally and irrevocably agree that, subject to Lender's sole and absolute election, **ALL ACTIONS OR PROCEEDINGS IN ANY WAY, MANNER OR RESPECT, ARISING OUT OF OR FROM OR RELATED TO THIS AGREEMENT SHALL BE LITIGATED IN COURTS HAVING SITUS WITHIN THE CITY OF CHICAGO, STATE OF ILLINOIS. JUNIOR CREDITORS JOINTLY AND SEVERALLY HEREBY CONSENT AND SUBMIT TO THE JURISDICTION OF ANY LOCAL, STATE OR FEDERAL COURTS LOCATED WITHIN SAID CITY AND STATE. JUNIOR CREDITORS JOINTLY AND SEVERALLY HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO TRANSFER OR CHANGE THE VENUE OF ANY LITIGATION BROUGHT AGAINST ANY ONE OR MORE JUNIOR CREDITORS BY LENDER IN ACCORDANCE WITH THIS PARAGRAPH.**

15. **ALL OF THE PARTIES TO THIS AGREEMENT HEREBY WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING WHICH PERTAINS DIRECTLY OR INDIRECTLY TO THIS AGREEMENT.**

16. This Agreement and any amendments, waivers, consents or supplements may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which, when so executed and delivered, shall be deemed an original, but all of which counterparts together shall constitute but one agreement.

17. The Junior Creditors hereby jointly and severally grant the Lender the authority to terminate all Uniform Commercial Code financing statements filed or effective prior to November 25, 2008 wherein any one or more Junior Creditors are referred to therein as a secured party.

[signature page to follow]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

By Peter Lehman
Print Name Peter Lehman
Title General Partner

Michael George Barry, in his individual capacity

Kyle Dee Fickler, in his individual capacity

Scott William Rider, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

GRANITE CREEK PARTNERS AGENT,
LLC,
a Delaware limited liability company

By _____
Print Name _____
Title _____

By Peter Lehman
Print Name Peter Lehman
Title Manager

BORROWER:

Weld Racing, LLC, a Delaware limited liability company

LENDER:

COLE TAYLOR BANK, an Illinois Banking Corporation

By: Weld Racing Holdings, LLC, a Delaware limited liability company, its sole member

By _____
Richard Sitz, Senior Vice President

By: Peter Lehman
Name: Peter Lehman
Title: President

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

By _____
Print Name _____
Title _____

Michael George Barry, in his individual capacity

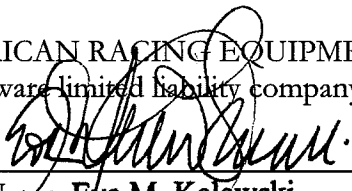
Kyle Dee Fickler, in his individual capacity

Scott William Rider, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

GRANITE CREEK PARTNERS AGENT,
LLC,
a Delaware limited liability company

MM

By 
Print Name Eva M. Kalawski
Title Vice President & Secretary

By _____
Print Name _____
Title _____

BORROWER:

Weld Racing, LLC, a Delaware limited liability company

LENDER:

COLE TAYLOR BANK, an Illinois Banking Corporation

By: Weld Racing Holdings, LLC, a Delaware limited liability company, its sole member

By _____
Richard Sitz, Senior Vice President

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

By Pet LH
Print Name Peter Lehman
Title General Partner

Michael George Barry
Michael George Barry, in his individual capacity

Kyle Dee Fickler, in his individual capacity

Scott William Rider, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

GRANITE CREEK PARTNERS AGENT, LLC,
a Delaware limited liability company

By _____
Print Name _____
Title _____

By Pet LH
Print Name Peter Lehman
Title Manager

BORROWER:

Weld Racing, LLC, a Delaware limited liability company

LENDER:

COLE TAYLOR BANK, an Illinois Banking Corporation

By: Weld Racing Holdings, LLC, a Delaware limited liability company, its sole member

By _____
Richard Sitz, Senior Vice President

By: Pet LH
Name: Peter Lehman
Title: President

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

By Peter Lehman
Print Name Peter Lehman
Title General Partner

Kyle Dee Fickler
Kyle Dee Fickler, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

By _____
Print Name _____
Title _____

BORROWER:

Weld Racing, LLC, a Delaware limited liability company

By: Weld Racing Holdings, LLC, a Delaware limited liability company, its sole member

By: Peter Lehman
Name: Peter Lehman
Title: President

Michael George Barry, in his individual capacity

Scott William Rider, in his individual capacity

GRANITE CREEK PARTNERS AGENT, LLC,
a Delaware limited liability company

By Peter Lehman
Print Name Peter Lehman
Title Manager

LENDER:

COLE TAYLOR BANK, an Illinois Banking Corporation

By _____
Richard Sitz, Senior Vice President

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

By: *Peter Calman*
Print Name: Peter Calman
Title: President Granite Creek Flexcap I Partnership

Kyle Dee Fickler
Kyle Dee Fickler, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

By: _____
Print Name: _____
Title: _____

BORROWER:

Weld Racing, LLC, a Delaware limited liability company

By: Weld Racing Holdings, LLC, a Delaware limited liability company, its sole member

By: *Peter Calman*
Name: Peter Calman
Title: President

Michael George Barry
Michael George Barry, in his individual capacity

Scott William Rider
Scott William Rider, in his individual capacity

GRANITE CREEK PARTNERS AGENT, LLC,
a Delaware limited liability company

By: *Peter Calman*
Print Name: Peter Calman
Title: Resident Manager

LENDER:

COLE TAYLOR BANK, an Illinois Banking Corporation

By: _____
Richard Sitz, Senior Vice President

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

By _____
Print Name _____
Title _____

Michael George Barry, in his individual capacity

Kyle Dee Fickler, in his individual capacity

Scott William Rider, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

GRANITE CREEK PARTNERS AGENT,
LLC,
a Delaware limited liability company

By _____
Print Name _____
Title _____

By _____
Print Name _____
Title _____

BORROWER:

Weld Racing, LLC, a Delaware limited liability
company

LENDER:

COLE TAYLOR BANK, an Illinois Banking
Corporation

By: Weld Racing Holdings, LLC, a Delaware
limited liability company, its sole
member

By *Richard Sitz*
Richard Sitz, Senior Vice President

By: _____
Name: _____
Title: _____

EXHIBIT A

List of all Junior Creditors

Name of Junior Creditor	Amount of Junior Debt
1. Granite Creek Flexcap I, L.P., a Delaware limited partnership	\$4,400,000.00
2. Michael George Barry	\$387,500.00
3. Kyle Dee Fickler	\$80,000.00
4. Scott William Rider	\$2,000.00
5. American Racing Equipment, LLC, a Delaware limited liability company	\$1,000,000.00
6. Granite Creek Partners Agent, LLC, a Delaware limited liability company	N/A*
Total amount of Junior Debt	\$5,869,500.00

* Granite Creek Partners Agent, LLC is collateral agent for the other Junior Creditors pursuant to the Junior Debt Instruments.

EXHIBIT B

All Junior Debt Instruments

- 1) Secured Subordinated Promissory Note dated November 6, 2008 payable to Granite Creek Flexcap I, L.P., a Delaware limited partnership, in the original principal amount of Four Million Four Hundred Thousand and No/100th Dollars (\$4,400,000).
- 2) Secured Subordinated Promissory Note dated November 6, 2008 payable to Michael George Barry in the original principal amount of Three Hundred Eighty-Seven Thousand Five Hundred and No/100th Dollars (\$387,500).
- 3) Secured Subordinated Promissory Note dated November 6, 2008 payable to Kyle Fickler in the original principal amount of Eighty Thousand and No/100th Dollars (\$80,000).
- 4) Secured Subordinated Promissory Note dated November 6, 2008 payable to Scott Rider in the original principal amount of Two Thousand and No/100th Dollars (\$2,000).
- 5) Secured Subordinated Promissory Note payable to American Racing Equipment, LLC, a Delaware limited liability company, in the original principal amount of One Million and No/100th Dollars (\$1,000,000).
- 6) Security Agreement dated November 6, 2008, by and among Weld Racing, LLC, Granite Creek Flexcap I, L.P., a Delaware limited partnership (in its capacity as senior lender), Michael George Barry (in his capacity as senior lender), Granite Creek Flexcap I, L.P., a Delaware limited partnership (in its capacity as junior lender), Michael George Barry (in his capacity as junior lender), Scott Rider, Kyle Fickler, American Racing Equipment, LLC, a Delaware limited liability company, and Granite Creek Flexcap I, L.P. in its capacity as collateral agent.
- 7) Financing statement filed in the recorders office of the Delaware Secretary of State with initial filing number 2008-3743430, creating a blanket lien on personal property in favor of Granite Creek Partners Agent, LLC, as Collateral Agent for Michael George Barry, Granite Creek Flexcap I. L.P., a Delaware limited partnership, Scott Rider, and Kyle Fickler.
- 8) Financing statement filed in the recorders office of the Delaware Secretary of State with initial filing number 2008-3744305, creating a blanket lien on personal property in favor of Granite Creek Partners Agent, LLC, as Collateral Agent for American Racing Equipment, LLC, a Delaware limited liability company.
- 9) Security agreement to be filed in the United States Patent and Trademark Office, creating a lien on Borrower's patent and trademark collateral in favor of Granite Creek Partners Agent, LLC, as Collateral Agent for Michael George Barry, Granite Creek Flexcap I. L.P., a Delaware limited partnership, Scott Rider, Kyle Fickler and American Racing Equipment, LLC, a Delaware limited liability company.