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To the Honorable Commissioner of F

102128725

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

2. Name and address of receiving party(ies)

Name Motorsport Aftermarket Group, Inc.

Internal Address: \_\_\_\_\_

Street Address: 24845 Corbit Place

City: Yorba Linda State: CA ZIP: 92887

Additional name(s) & address(es) attached?  Yes  No

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Release of Security Interest

Execution Date: June 12, 2002

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application \_\_\_\_\_

A. Patent Application No.(s)  
- NONE -

B. Patent No.(s)  
D424,492

Additional numbers attached? Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

**RETURN TO:**  
**FEDERAL RESEARCH CORP.**  
**400 SEVENTH STREET NW**  
**SUITE 101**  
**WASHINGTON DC 20004**

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

06/21/2002 6TOM11 00000034 D424492

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DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true original document.

Rebecca L. Foley

Name of Person

Rebecca L. Foley  
Signature

June 18, 2002

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

RELEASE OF SECURITY INTEREST

To: Motorsport Aftermarket Group, Inc. ("Grantor"), any buyer or transferee of the Intellectual Property (as defined below), and their respective successors and assigns:

The Prudential Insurance Company of America ("Secured Party") hereby confirms that Secured Party has certain arrangements with Grantor pursuant to which Grantor granted to Secured Party security interests and liens in certain of Grantor's property, including arrangements pursuant to which Secured Party filed a security interest against Grantor with the United States Patent and Trademark Offices and other governmental offices. Secured Party hereby releases any security interest or lien it has or may have in the copyrights, patents, trade dress, know-how, trade secrets, common law trademarks, service marks and tradenames, and other similar intellectual property rights used by Grantor in the conduct of its business, including the patents indicated in Schedule A attached hereto ("Intellectual Property").

At the request of Grantor or any buyer of the Intellectual Property, Secured Party agrees to execute reasonable partial releases and other documents or agreements as Grantor or any such buyer may reasonably request to confirm the release described above and to reflect such release of record.

Dated: June 12, 2002

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: [Signature]

Its: Vice President

STATE OF California )
COUNTY OF San Francisco ) ss.

On June 11, 2002 before me, the undersigned Notary Public, personally appeared Mitchell W. Reed, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

[Signature]

Signature of Notary Public



**Schedule A**

**Motorsport Aftermarket Group, Inc.**

**Patents**

<b>Patent No.</b>	<b>Security Agreement Recorded</b>
D424,492	On 1/14/02 at Reel/frame 12483/0224