


Form PTO-1595 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)		<b>RECORDATION FORM COVER SHEET PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.					
1. Name of conveying party(ies): Bell Automotive Products, Inc.  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies): Name: Harris Trust and Savings Bank, as agent  Internal Address:   Street Address: 111 West Monroe Street  City: Chicago State: IL Zip: 60603  Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: December 3, 2004					
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 is: A. Patent Application No(s). See attachment  B. Patent No(s). See attachment  Additional numbers attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed:  Name: Robert J. Schneider  Internal Address: Chapman and Cutler LLP   Street Address: 111 West Monroe Street  City: Chicago State: IL ZIP: 60603			6. Total number of applications and patents involved: 36  7. Total fee (37 CFR 3.41) .....\$ 1,440.00 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account  8. Deposit account number: 50-0305  (Attach duplicate copy of this page if paying by deposit account) Attorney Docket No. 1599976		
DO NOT USE THIS SPACE					
9. Signature:  Robert J. Schneider Name of Person Signing   Signature  February 4, 2005 Date  Total number of pages including cover sheet, attachments, and document: 9					

MAIL DOCUMENTS TO BE RECORDED WITH REQUIRED COVER SHEET INFORMATION TO:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, DC 20231

**SCHEDULE A-1**  
**TO PATENT COLLATERAL AGREEMENT**

UNITED STATES UTILITY PATENTS	APPL. NO.	FILED	PAT. NO.	ISSUED
ANIMAL WARNING DEVICE	08/123,687	20-Sep-93	5,418,518	23-May-95
CUPHOLDER APPARATUS FOR ATTACHMENT TO A SURFACE	08/876,632	16-Jun-97	5,938,160	17-Aug-99
ARTICLE FOR ATTACHMENT TO A SURFACE	08/841,996	22-Apr-97	5,938,165	17-Aug-99
ATTACHMENT APPARATUS FOR THE ATTACHMENT OF VEHICLE ACCESSORIES	08/963,004	3-Nov-97	5,961,083	5-Oct-99
BRACKET FOR ATTACHMENT OF A VEHICLE ACCESSORY TO A VEHICLE	09/305,882	5-May-96	6,036,071	14-Mar-00
IMPROVED ACCESSORIES FOR VEHICLES AND METHOD OF MANUFACTURE	10/436,789	13-May-03		
DIGITAL DISPLAY COMPASS	10/775,750	9-Feb-04		

**UNITED STATES DESIGN PATENTS**

RADAR DETECTOR BRACKET	29/014,867	1-Nov-93	D358,759	30-May-95
DICE LICENSE PLATE FRAME	29/106,946	25-Jun-99	D421,003	2-May-00
SPOT CLOCK	29/106,949	25-Jun-99	D427,085	27-Jun-00
COMPASS	29/109,336	12-Aug-99	D427,531	4-Jul-00
COMPASS	29/109,337	12-Aug-99	D427,532	4-Jul-00
LIGHTED CUPHOLDER	29/107,884	15-Jul-99	D428,308	18-Jul-00
ROUTE 66 LICENSE PLATE FRAME	29/106,989	25-Jun-99	D428,374	18-Jul-00
EIGHT BALL LICENSE PLATE FRAME	29/106,947	25-Jun-99	D428,843	1-Aug-00
COLLAPSIBLE CUPHOLDER	29/107,885	15-Jul-99	D431,423	3-Oct-00
CLOTHES BAR	29/107,880	15-Jul-99	D436,025	9-Jan-01
SERVICE REMINDER	29/151,761	10-Dec-01	D460,708	23-Jul-02
APEX LICENSE PLATE FRAME	29/160,703	15-May-02	D464,299	15-Oct-02
THE DOG COLLAR LICENSE PLATE FRAME	29/160,720	15-May-02	D464,300	15-Oct-02
CELESTIAL LICENSE PLATE FRAME	29/160,744	15-May-02	D464,301	15-Oct-02
DELUXE CLOTHES BAR	29/156,504	1-Mar-02	D468,193	7-Jan-03
END MOUNTING CAP FOR CLOTHES BAR	29/156,459	1-Mar-02	D468,623	14-Jan-03
PAW PRINTS PLATE FRAME	29/160,700	15-May-02	D469,042	21-Jan-03
QUANTUM LICENSE PLATE FRAME	29/160,702	15-May-02	D469,043	21-Jan-03
STARS AND STRIPES LICENSE PLATE FRAME	29/160,724	15-May-02	D469,044	21-Jan-03
HEART LINK LICENSE PLATE FRAME	29/160,733	15-May-02	D469,392	28-Jan-03
VOGUE LICENSE PLATE FRAME	29/160,701	15-May-02	D470,810	25-Feb-03
STEERING WHEEL COVER PACKAGING INSERT	29/167,319	12-Sep-02	D480,668	14-Oct-03
STEERING WHEEL COVER	29/168,243	26-Sep-02	D480,669	14-Oct-03
DRAGON LICENSE FRAMES	29/182,721	30-May-03	D485,522	20-Jan-04

STEERING WHEEL COVER	29/183,236	9-Jun-03	D486,105	3-Feb-04
MANIFOLD FLAME LICENSE FRAMES	29/195,756	17-Dec-03	D493,398	27-Jul-04
POWER STRIP	29/182,710	30-May-03		
Bell Automotive Products	78/444,622	1-Jul-04		
Bell Automotive	78/444,642	1-Jul-04		

### PATENT COLLATERAL AGREEMENT

This 3rd day of December, 2004, BELL AUTOMOTIVE PRODUCTS, INC., a Delaware corporation (the "*Debtor*"), with its principal place of business and mailing address at 8388 E. Hartfield Drive, Suite 102, Scottsdale, Arizona 85255 in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages and pledges to HARRIS TRUST AND SAVINGS BANK, an Illinois banking corporation ("*HTSB*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said HTSB acting as such agent and any successor or successors to said HTSB in such capacity being hereinafter referred to as the "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each patent and patent application listed on Schedule A-1 hereto and all of the inventions described and claimed therein and any and all reissues, continuations, continuations-in-part or extensions thereof; and

(ii) Each patent license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such patent license, together with the right to sue for and collect all such royalties and other sums; and

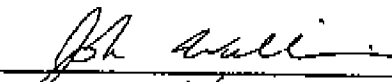
(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any patent listed on Schedule A-1 hereto or of any patent licensed under a patent license listed on Schedule A-2 hereto, in each case together with the right to sue for and collect said damages;

(all of the foregoing being herein sometimes referred to as the "*Patent Collateral*"), to secure performance of all Secured Obligations as set out in that certain Security Agreement dated as of December 3, 2004 originally by and between Debtor and Secured Party (such Security Agreement as the same may be amended, supplemented, restated, or modified from time to time being referred to herein as the "*Security Agreement*").

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the mortgage, pledge and security interest in the Patent 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.

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

BELL AUTOMOTIVE PRODUCTS, INC.

By   
Name: Dan Williams  
Title: CFO

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured  
Party

By \_\_\_\_\_  
Name: Lee A. Vandermyde  
Title: Managing Director

IN WITNESS WHEREOF, Debtor has caused this Patent Collateral Agreement to be duly executed as of the date and year last above written.

BELL AUTOMOTIVE PRODUCTS, INC.

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Accepted and agreed to in Chicago, Illinois as of the date first above written.

HARRIS TRUST AND SAVINGS BANK, as Secured  
Party

By Lee A. Vandermyde  
Name: Lee A. Vandermyde  
Title: Managing Director

PENDING U.S. PATENT APPLICATION NOS.	TITLE OF APPLICATION	FILING DATE
NONE.		

**SCHEDULE A-2****TO PATENT COLLATERAL AGREEMENT****PATENT LICENSES**

NONE.