

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
Ed Tucker Distributor, Inc. d/b/a Tucker-Rocky Distributing			10/25/2005
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	30 S. Meridian Street		
Internal Address:	Suite 800		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
PROPERTY NUMBERS Total: 4			
Property Type	Number		
Patent Number:	5117708		
Patent Number:	5257552		
Patent Number:	5829316		
Patent Number:	6035741		
CORRESPONDENCE DATA			
Fax Number:	(317)684-5173		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	317-684-5000		
Email:	trademark@boselaw.com		
Correspondent Name:	Jennifer L. Day		
Address Line 1:	135 N. Pennsylvania Street		
Address Line 2:	2700 First Indiana Plaza		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	16185-0012		
NAME OF SUBMITTER:	Jennifer L. Day		

OP \$160.00 5117708

PATENT

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REEL: 016686 FRAME: 0671

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 25, 2005, by **ED TUCKER DISTRIBUTOR, INC.**, a Texas corporation (the "Grantor"), in favor of **LASALLE BANK NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

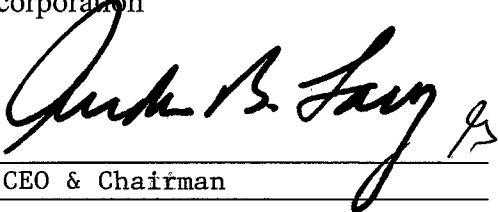
- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

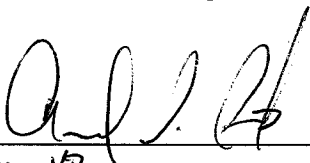
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

ED TUCKER DISTRIBUTOR, INC., a
Texas corporation

By: 
Title: CEO & Chairman

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Title: VP

*Signature Page to Patent & Trademark
Security Agreement*

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said State and County, personally appeared Andre B. Lacy, the CEO + Chairman of ED TUCKER DISTRIBUTOR, INC., who, being first duly sworn, acknowledged execution of the foregoing Patent and Trademark Security Agreement on behalf of such corporation.

WITNESS my hand and Notarial Seal this 24th day of October, 2005.

Donna J. Graham
_____, Notary Public

**DONNA J GRAHAM
NOTARY PUBLIC STATE OF INDIANA
HENDRICKS COUNTY
MY COMMISSION EXP. AUG. 25, 2007**

My Commission Expires:

8/25/07

County of Residence:

Hendricks

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

None.

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

COUNTRY/ PATENT NO.	TITLE
U.S. 5117708	Handlebars for Motorcycles, Dirt Bikes, All Terrain Vehicles and Jet Skis
U.S. 5257552	Handlebars for Bicycles, Motorcycles, All Terrain Bikes, All Terrain Vehicles and Jet Skis
U.S. 5829316	Universal Mount for Mounting a Handlebar on Existing Stock Handlebar Clamps of Motorcycles or Comparable Vehicles
U.S. 6035741	Universal Mount for Mounting a Handlebar on Existing Stock Handlebar Clamps of Motorcycles or Comparable Vehicles
Italy 60968	Handlebars for a Motorcycle
United Kingdom 2014124	Handlebars for a Motorcycle