

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Assignment of Patent Security Agreement

**CONVEYING PARTY DATA**

Name	Execution Date
General Electric Capital Corporation, as Administrative Agent	07/14/2005

**RECEIVING PARTY DATA**

<b>Name:</b>	Ableco Finance LLC, as Administrative Agent
<b>Street Address:</b>	299 Park Avenue, 22nd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10171

**PROPERTY NUMBERS Total: 28**

Property Type	Number
Patent Number:	6155125
Patent Number:	D423126
Patent Number:	D422721
Patent Number:	D426792
Patent Number:	D424490
Patent Number:	D422722
Patent Number:	D282154
Patent Number:	D319037
Patent Number:	4869213
Patent Number:	4880280
Patent Number:	D344274
Patent Number:	6478335
Patent Number:	D375568
Patent Number:	D368682
Patent Number:	D349079

**OP \$1120.00 6155125**

Patent Number:	5322345
Patent Number:	5669660
Patent Number:	D428832
Patent Number:	D376661
Patent Number:	D347810
Patent Number:	D355269
Patent Number:	5779303
Patent Number:	D400482
Patent Number:	D392681
Patent Number:	6098736
Patent Number:	6142498
Patent Number:	6123165
Patent Number:	D434702

**CORRESPONDENCE DATA**

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Address Line 4: Los Angeles, CALIFORNIA 90071

**ATTORNEY DOCKET NUMBER:**

45140.00096

**NAME OF SUBMITTER:**

Claudia R Immerzeel

**Total Attachments: 8**

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## ASSIGNMENT OF PATENT SECURITY AGREEMENT

This **ASSIGNMENT OF PATENT SECURITY AGREEMENT** (this "Assignment") is executed as of July 14, 2005 ("Assignment Effective Date"), by **GENERAL ELECTRIC CAPITAL CORPORATION**, in its capacity as administrative agent ("Existing Agent") for itself and the Existing Lenders (as defined below) in favor of the Successor Agent (as defined below).

### W I T N E S S E T H:

WHEREAS, Existing Agent is party to that certain Amended and Restated Credit Agreement (as amended, supplemented or modified from time to time, the "Credit Agreement"), dated as of November 22, 2004, by and among Global Motorsport Group, Inc., a Delaware corporation, and Custom Chrome Manufacturing, Inc., a California corporation (collectively "Borrowers"), Global Motorsport Holdings, Inc., Custom Chrome Europe, Ltd., and Custom Chrome Far East Ltd., as guarantors, each of the lenders that is signatory thereto (each an "Existing Lender" and together with each of its successors and permitted assigns, individually, a "Lender", and, collectively, the "Lenders"), and Existing Agent, as arranger and administrative agent for the Lenders;

WHEREAS, the grantors shown on the signature pages hereto ("Grantors") and Existing Agent are parties to that certain Amended and Restated Patent, Trademark and Copyright Security Agreement (Grant of Patent Security Interest) dated as of November 22, 2004 (as amended, supplemented or modified from time to time, the "Patent Security Agreement") concerning the patents and patent applications shown on Schedule 1 attached hereto, which Patent Security Agreement was recorded with the United States Patent and Trademark Office on April 29, 2005 at Reel 015962, Frame 0219;

WHEREAS, contemporaneously herewith, Existing Agent, the Lenders, and the other Credit Parties signatory thereto are entering into that certain Assignment and Transfer Agreement of even date hereof (the "Transfer Agreement"), pursuant to which Existing Agent shall resign and certain of the Existing Lenders shall appoint Ableco Finance LLC, a Delaware limited liability company, as successor administrative agent ("Successor Agent");

WHEREAS, in connection with the resignation of Existing Agent and the purchase of the Loans by certain affiliates of Successor Agent, Grantors, and Existing Lenders have requested that Existing Agent enter into this Assignment to assign all of its rights, title and interest in, to and under the Patent Security Agreement to Successor Agent; and

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings ascribed to such terms in the Credit Agreement (as defined above).

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Assignment. Existing Agent, for good and adequate consideration described in the Transfer Agreement and in connection with such Transfer Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby assigns, without recourse,

representation or warranty of any kind, as of the Assignment Effective Date to Successor Agent, in its capacity as Administrative Agent, for the benefit of Lenders, all of the rights, title and interest of Existing Lenders in, to and under the Patent Security Agreement.

2. Further Assurances. Existing Agent, agrees to cooperate with Successor Agent and take all actions reasonably requested by Successor Agent in order to fully carry out the terms of this Assignment or to permit Successor Agent to obtain the full benefits of this Assignment.

3. Costs and Expenses. Grantors shall pay all costs and expenses of Existing Agent, including the fees and expenses of counsel to the Existing Agent, in connection with the performance of this Assignment.

4. Governing Law. This Assignment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

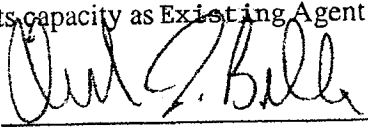
[Signature pages follow.]

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**“EXISTING AGENT”**

**GENERAL ELECTRIC CAPITAL CORPORATION,**

in its capacity as Existing Agent

By: 

Name: Andrew J. Bella

Duly Authorized Signatory

Title: \_\_\_\_\_

**“SUCCESSOR AGENT”**

**ABLECO FINANCE INC.,**

in its capacity as Successor Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

IN WITNESS WHEREOF, the undersigned have each caused this Assignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**"EXISTING AGENT"**

**GENERAL ELECTRIC CAPITAL CORPORATION,**  
in its capacity as Existing Agent

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**"SUCCESSOR AGENT"**

**ABLECO FINANCE INC.,**  
in its capacity as Successor Agent

By: \_\_\_\_\_

Name: KEVIN GENDA

Title: S.V.P.

**"GRANTORS"**

**GLOBAL MOTORSPORT GROUP, INC.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION

**CUSTOM CHROME MANUFACTURING, INC.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION

**GLOBAL MOTORSPORT HOLDINGS, INC.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION

**CUSTOM CHROME EUROPE, LTD.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION

**CUSTOM CHROME FAR EAST, LTD.**

By: Dennis B. Navarra

Name: DENNIS B. NAVARRA

Title: VP, ADMINISTRATION

**SCHEDULE 1**

**U.S. PATENTS**

**PATENT REGISTRATIONS/APPLICATIONS**

See attached.



PATENTS

CUSTOM CHROME PATENTS

Status	Country	Filing Date	Patent No.	Issue Date	Title
Granted	US	6/15/1998	6155125	12/5/2000	Original Title: Six-Speed Overdrive Motorcycle Transmission Amended Title: Method of Converting an Existing Five-Sped V-Twin Motorcycle Transmission to a Six-Speed Overdrive Transmission (as per 5/3/00 Notice of Allowance)
Granted	US	9/20/1999	D423,126	4/18/2000	Motorcycle Headlight
Granted	US	9/20/1999	D422,721	4/11/2000	Motorcycle Taillight
Granted	US	9/20/1999	D426,792	6/20/2000	Motorcycle Rocker Box
Granted	US	9/20/1999	D424,490	5/9/2000	Motorcycle Mirror Stem
Granted	US	9/20/1999	D422,722	4/11/2000	Motorcycle Signal Light
Expired	US	4/20/1984	D282,154	1/14/1986	Motorcycle Footrest
Granted	US	7/31/1989	D319,037	8/13/1991	Motorcycle Foot Peg
Granted	US	3/28/1988	4869213	9/26/1989	Motorcycle Breather Valve Adjustment System and Method
Granted	US	6/27/1988	4880280	11/14/1989	Motorcycle Wheel Hub and Flange Assembly
Granted	US	9/23/1991	D344,274	2/15/1994	Tappet Block Cover
Granted	US	3/5/2001	6478335	11/12/2002	Universal Fit Fuel Tank
Granted	US	7/27/1995	DES 375,568	11/12/1996	Combined Headlight Ring and Visor For Motorcycle
Granted	US	8/3/1994	DES 368,682	4/9/1996	Knucklehead Rocker Box for a Motorcycle
Granted	US	9/1/1992	des 349,079	7/26/1994	Simulated Cam and Generator Cover for Motorcycle
Granted	US	8/19/1993	5322345	6/21/1994	Removable Motorcycle Fender Seat
Granted	US	6/7/1996	5669660	9/23/1997	Inflatable Motorcycle Seat
Granted	US	1/11/1999	DES 428,832	8/1/2000	Outer Cam Cover for Motorcycle Engine
Granted	US	7/27/1995	DES 376,661	12/17/1996	Eye-Shaped Headlight Bucket for Motorcycle
Granted	US	7/8/1992	DES 347,810	6/14/1994	Pan Cover for Motorcycle

Status	Country	Filing Date	Patent No.	Issue Date	Title
Granted	US	2/9/1994	DES 355,269	2/7/1995	Housing for a Motorcycle
Pending	US	4/2/2004			Ergonomic Handgrip With Medical Benefits
Pending	WO	4/2/2004			Ergonomic Handgrip With Medical Benefits

**CUSTOM SPECIALTIES PATENTS**

Granted	US	2/3/97	5779303	7/14/98	Support Bracket System for Securing Motorcycle Backrests
Granted	US	12/3/97	D400,482	11/3/1998	Motorcycle Mirror
Granted	US	1/16/96	D392,681	3/24/1998	Gas Pump Display
Granted	US	12/31/97	6098736	8/8/2000	Motorcycle Swing Arm
Granted	US	12/11/98	6142498	11/7/2000	Motorcycle Frame
Granted	US	12/11/98	6123165	9/26/2000	Motorcycle Swing Arm Adjuster
Granted	US	7/31/98	D434702	12/5/2000	Motorcycle (The Grape)