

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY AGREEMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
S&S Cycle, Inc.	10/31/2008

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	100 East Wisconsin, Suite 1400
<b>City:</b>	Milwaukee
<b>State/Country:</b>	WISCONSIN
<b>Postal Code:</b>	53202

**PROPERTY NUMBERS Total: 38**

Property Type	Number
Patent Number:	7395790
Patent Number:	7334305
Patent Number:	D544509
Patent Number:	7171939
Patent Number:	6691661
Patent Number:	D475720
Patent Number:	D466133
Patent Number:	D451762
Patent Number:	6318321
Patent Number:	5943997
Patent Number:	7299895
Patent Number:	7246610
Patent Number:	6964258
Patent Number:	6899066
Patent Number:	D492224

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Patent Number:	6729855
Patent Number:	6557510
Patent Number:	6541959
Patent Number:	D467940
Patent Number:	D463802
Patent Number:	D463801
Patent Number:	D463451
Patent Number:	6189496
Patent Number:	5983849
Patent Number:	5492085
Patent Number:	5390634
Patent Number:	5322039
Patent Number:	5128071
Application Number:	11667999
Application Number:	11902881
Application Number:	11902879
Application Number:	11822949
Application Number:	11882382
Application Number:	11882380
Application Number:	11713736
Application Number:	11705085
Application Number:	10921966
Application Number:	10429672

**CORRESPONDENCE DATA**

Fax Number: (414)273-5198  
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ATTORNEY DOCKET NUMBER:	008988-0215
NAME OF SUBMITTER:	Kristi J. Hinner

Total Attachments: 17  
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## PATENT AND TRADEMARK SECURITY AGREEMENT

This Patent and Trademark Security Agreement (the "Agreement"), dated as of October 31, 2008, is made by and between S&S CYCLE, INC., a Wisconsin corporation having a business location at the address set forth below next to its signature (the "Company"), and Wells Fargo Bank, National Association ("Wells Fargo"), and having a business location at the address set forth below next to its signature.

### Recitals

A. Company and Wells Fargo are parties to a Credit and Security Agreement (as amended, supplemented or restated from time to time, the "Credit Agreement") dated the same date as this Agreement, setting forth the terms on which Wells Fargo may now or hereafter extend credit to or for the account of Company.

B. As a condition to extending credit to or for the account of Company, Wells Fargo has required the execution and delivery of this Agreement by Company.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them in the Credit Agreement. In addition, the following terms have the meanings set forth below:

"Patents" means all of Company's right, title and interest in and to patents or applications for patents, fees or royalties with respect to each, and including without limitation the right to sue for past infringement and damages therefor, and licenses thereunder, all as presently existing or hereafter arising or acquired, including without limitation the patents listed on **Exhibit A**.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of Company's right, title and interest in and to: (i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each, (ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, and (iv) licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on **Exhibit B**.

2. Security Interest. Company hereby irrevocably pledges and assigns to, and grants Wells Fargo a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Patents and in the Trademarks to secure payment of the Indebtedness. As set forth in the Credit Agreement, the Security Interest is coupled with a

security interest in substantially all of the personal property of Company. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. Company represents, warrants and agrees as follows:

(a) **Existence; Authority.** Company is a corporation duly organized, validly existing and in good standing under the laws of its state of incorporation, and this Agreement has been duly and validly authorized by all necessary corporate action on the part of Company.

(b) **Patents.** Exhibit A accurately lists all Patents owned or controlled by Company as of the date hereof, or to which Company has a right as of the date hereof to have assigned to it, and accurately reflects the existence and status of applications and letters patent pertaining to the Patents as of the date hereof. If after the date hereof, Company owns, controls or has a right to have assigned to it any Patents not listed on Exhibit A, or if Exhibit A ceases to accurately reflect the existence and status of applications and letters patent pertaining to the Patents, then Company shall within sixty (60) days provide written notice to Wells Fargo with a replacement Exhibit A, which upon acceptance by Wells Fargo shall become part of this Agreement.

(c) **Trademarks.** Exhibit B accurately lists all Trademarks owned or controlled by Company as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit B need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to Company's or any Affiliate's business(es). If after the date hereof, Company owns or controls any Trademarks not listed on Exhibit B (other than common law marks which are not material to Company's or any Affiliate's business(es)), or if Exhibit B ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then Company shall promptly provide written notice to Wells Fargo with a replacement Exhibit B, which upon acceptance by Wells Fargo shall become part of this Agreement.

(d) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by Company, constitute Patents or Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then Company shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to Company; or (ii) notify Wells Fargo of such item(s) and cause such Affiliate to

execute and deliver to Wells Fargo a patent and trademark security agreement substantially in the form of this Agreement.

(e) **Title.** Company has absolute title to each Patent and each Trademark listed on Exhibits A and B, free and clear of all Liens except Permitted Liens. Company (i) will have, at the time Company acquires any rights in Patents or Trademarks hereafter arising, absolute title to each such Patent or Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Patents and Trademarks free and clear of all Liens except Permitted Liens.

(f) **No Sale.** Except as permitted in the Credit Agreement, Company will not assign, transfer, encumber or otherwise dispose of the Patents or Trademarks, or any interest therein, without Wells Fargo's prior written consent.

(g) **Defense.** Company will at its own expense and using commercially reasonable efforts, protect and defend the Patents and Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(h) **Maintenance.** Company will at its own expense maintain the Patents and the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain letters patent or trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to letters patent, trademark registrations and applications therefor. Company covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Patent or Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing Wells Fargo: (i) sufficient written notice, of at least thirty (30) days, to allow Wells Fargo to timely pay any such maintenance fees or annuities which may become due on any Patents or Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(i) **Wells Fargo's Right to Take Action.** If Company fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) days after Wells Fargo gives Company written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if Company notifies Wells Fargo that it intends to abandon a Patent or Trademark, Wells Fargo may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of Company (or, at Wells Fargo's option, in Wells Fargo's own name) and may (but need not) take any and all other actions which Wells Fargo may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(j) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise

illegal under any applicable law, Company shall pay Wells Fargo on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by Wells Fargo in connection with or as a result of Wells Fargo's taking action under subsection (i) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by Wells Fargo at the Default Rate.

(k) **Power of Attorney.** To facilitate Wells Fargo's taking action under subsection (i) and exercising its rights under Section 6, Company hereby irrevocably appoints (which appointment is coupled with an interest) Wells Fargo, or its delegate, as the attorney-in-fact of Company with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of Company, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by Company under this Section 3, or, necessary for Wells Fargo, after an Event of Default, to enforce or use the Patents or Trademarks or to grant or issue any exclusive or non-exclusive license under the Patents or Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Patents or Trademarks to any third party. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Indebtedness.

4. Debtor's Use of the Patents and Trademarks. Company shall be permitted to control and manage the Patents and Trademarks, including the right to exclude others from making, using or selling items covered by the Patents and Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. Events of Default. Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) Company shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. Remedies. Upon the occurrence of an Event of Default and at any time thereafter, Wells Fargo may, at its option, take any or all of the following actions:

(a) Wells Fargo may exercise any or all remedies available under the Credit Agreement.

(b) Wells Fargo may sell, assign, transfer, pledge, encumber or otherwise dispose of the Patents and Trademarks.

(c) Wells Fargo may enforce the Patents and Trademarks and any licenses thereunder, and if Wells Fargo shall commence any suit for such enforcement, Company shall, at the request of Wells Fargo, do any and all lawful acts and execute any and all proper documents required by Wells Fargo in aid of such enforcement.

7. Miscellaneous. This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a writing signed by Wells Fargo. A waiver signed by Wells Fargo shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of Wells Fargo's rights or remedies. All rights and remedies of Wells Fargo shall be cumulative and may be exercised singularly or concurrently, at Wells Fargo's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. Wells Fargo shall not be obligated to preserve any rights Company may have against prior parties, to realize on the Patents and Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Patents and Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of Company and Wells Fargo and their respective participants, successors and assigns and shall take effect when signed by Company and delivered to Wells Fargo, and Company waives notice of Wells Fargo's acceptance hereof. Wells Fargo may execute this Agreement if appropriate for the purpose of filing, but the failure of Wells Fargo to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by Company shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal law of Wisconsin without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Indebtedness.

**THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.**

*Signatures appear on following page.*



EXHIBIT A

UNITED STATES ISSUED PATENTS

PATENT	COUNTRY	PATENT NO./ PUBLICATION NO.	ISSUE DATE	STATUS	RECORD OWNER
REED VALVE BREATHER FOR EVOLUTION ENGINE	US	7,395,790	07/08/2008	Issued	S&S Cycle, Inc
BEARING AND SEAL INSTALLATION DEVICE AND METHOD	US	7,334,305	02/26/2008	Issued	S&S Cycle, Inc
GEAR COVER	US	D544,509	06/12/2007	Issued	S&S Cycle, Inc
INTEGRATED CAM DRIVE AND OIL PUMP ASSEMBLY FOR MOTORCYCLE ENGINES AND THE LIKE	US	7,171,939	02/06/2007	Issued	S&S Cycle, Inc
TUNED INDUCTION SYSTEM FOR A MOTORCYCLE	US	6,691,661	07/31/2003	Issued	S&S Cycle, Inc
TUNED INDUCTION MANIFOLD RUNNERS	US	D475,720	06/10/2003	Issued	S&S Cycle, Inc
CYLINDER PROFILE	US	D466,133	11/26/2002	Issued	S&S Cycle, Inc
DRINKING MUG	US	D451,762	12/11/2001	Issued	S&S Cycle, Inc
METHOD OF MODIFYING MOTORCYCLE ENGINE CAM DRIVE	US	6,318,321	11/20/2001	Issued	S&S Cycle, Inc

<b>PATENT</b>	<b>COUNTRY</b>	<b>PATENT NO./ PUBLICATION NO.</b>	<b>ISSUE DATE</b>	<b>STATUS</b>	<b>RECORD OWNER</b>
EVAPORATIVE EMISSIONS CONTROL FOR CARBURETORS	US	5,943,997	08/31/1999	Issued	S&S Cycle, Inc
ENGINE CRANK CASE	US	7,299,895	11/27/2007	Issued	S & S Cycle, Inc.
CYLINDER HEAD	US	7,246,610	07/24/2007	Issued	S & S Cycle, Inc
ENGINE REVOLUTION LIMITER	US	6,964,258	11/15/2005	Issued	S & S Cycle, Inc
VALVE ASSEMBLY	US	6,899,066	05/31/2005	Issued	S & S Cycle, Inc
LOW PROFILE GEARCOVER	US	D492,224	06/29/2004	Issued	S & S Cycle, Inc
OIL PUMP AND GEARS	US	6,729,855	05/04/2004	Issued	S & S Cycle, Inc
TUNED INDUCTION SYSTEM FOR A MOTORCYCLE	US	6,691,661	02/17/2004	Issued	S & S Cycle, Inc
INTERNAL COMBUSTION ENGINE COMPRESSION REDUCTION SYSTEM	US	6,557,510	05/06/2003	Issued	S & S Cycle, Inc
ANGULAR POSITION SENSING SYSTEM WITH MAGNET AND ROTOR ARRANGEMENT	US	6,541,959	04/01/2003	Issued	S & S Cycle, Inc
CYLINDER	US	D467,940	12/31/2002	Issued	S & S Cycle, Inc

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PATENT	COUNTRY	PATENT NO./ PUBLICATION NO.	ISSUE DATE	STATUS	RECORD OWNER
TOP PROFILE OF A CYLINDER HEAD FIN	US	D463,802	10/01/2002	Issued	S & S Cycle, Inc
PORTION OF A CYLINDER HEAD	US	D463,801	10/01/2002	Issued	S & S Cycle, Inc
PORTION OF A CYLINDER HEAD	US	D463,451	09/24/2002	Issued	S & S Cycle, Inc
BREATHER VALVE, ARRANGEMENT AND METHOD	US	6,189,496	02/20/2001	Issued	S & S Cycle, Inc
COMPOSITE PUSHROD HOLE ADAPTER PLATE FOR INTERNAL COMBUSTION ENGINES	US	5,983,849	11/16/1999	Issued	S & S Cycle, Inc
SUPPORTED PUSHROD FOR INTERNAL COMBUSTION ENGINES	US	5,492,085	02/20/1996	Issued	S & S Cycle, Inc
INTERNAL COMBUSTION ENGINE HAVING HIGH PERFORMANCE COMBUSTION CHAMBER	US	5,390,634	02/21/1995	Issued	S & S Cycle, Inc
VALVE SPRING TOP COLLAR	US	5,322,039	06/21/1994	Issued	S & S Cycle, Inc
CARBURETOR	US	5,128,071	07/07/1992	Issued	S & S Cycle, Inc

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UNITED STATES PATENT APPLICATIONS

PATENT	COUNTRY	PATENT NO./ PUBLICATION NO.	ISSUE DATE	STATUS	RECORD OWNER
VEHICLE AND PROPULSION SYSTEM INCLUDING AN INTERNAL COMBUSTION ENGINE	US	20080127916	06/05/2008	Published	S&S Cycle, Inc
BEARING AND SEAL INSTALLATION DEVICE AND METHOD	US	20080022500	01/31/2008	Published	S & S Cycle, Inc
BEARING AND SEAL INSTALLATION DEVICE AND METHOD	US	20080022499	01/31/2008	Published	S & S Cycle, Inc
SHIFT COLLAR FOR MOTORCYCLE TRANSMISSION	US	20080011535	01/17/2008	Published	S & S Cycle, Inc
TWIN CYLINDER MOTORCYCLE ENGINE	US	20070266987	11/22/2007	Published	S & S Cycle, Inc
TWIN CYLINDER MOTORCYCLE ENGINE	US	20070266968	11/22/2007	Published	S & S Cycle, Inc
INNER PRIMARY BEARING RACE	US	20070211975	09/13/2007	Published	S & S Cycle, Inc
MAGNETIC BOLT COVERS	US	20070154283	07/05/2007	Published	S & S Cycle, Inc
MUFFLER ASSEMBLY	US	20060037811	02/23/2006	Published	S & S Cycle, Inc

<b>PATENT</b>	<b>COUNTRY</b>	<b>PATENT NO./ PUBLICATION NO.</b>	<b>ISSUE DATE</b>	<b>STATUS</b>	<b>RECORD OWNER</b>
FLUID LINE CONNECTOR SYSTEM	US	20040222629	11/11/2004	Published	S & S Cycle, Inc

**FOREIGN PATENTS**

<b>PATENT</b>	<b>COUNTRY</b>	<b>PATENT NO./ PUBLICATION NO.</b>	<b>ISSUE DATE</b>	<b>STATUS</b>	<b>RECORD OWNER</b>
REED VALVE BREATHING FOR EVOLUTION ENGINE	EP	1815115	08/08/2007	Issued	S&S Cycle, Inc
REED VALVE BREATHING FOR EVOLUTION ENGINE	AU	2005326800	08/10/2006	Issued	S&S Cycle, Inc
REED VALVE BREATHING FOR EVOLUTION ENGINE	IN	200702153	09/07/2007	Issued	S&S Cycle, Inc
REED VALVE BREATHING FOR EVOLUTION ENGINE	KR	2007094604	09/20/2007	Issued	S&S Cycle, Inc
REED VALVE BREATHING FOR EVOLUTION ENGINE	CN	101103189	01/09/2008	Issued	S&S Cycle, Inc
REED VALVE BREATHING FOR EVOLUTION ENGINE	JP	2008520907	06/19/2008	Issued	S&S Cycle, Inc

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<b>PATENT</b>	<b>COUNTRY</b>	<b>PATENT NO./ PUBLICATION NO.</b>	<b>ISSUE DATE</b>	<b>STATUS</b>	<b>RECORD OWNER</b>
INTEGRATED CAM DRIVE AND OIL PUMP ASSEMBLY FOR MOTORCYCLE ENGINES AND THE LIKE	PCT	2007041144	04/12/2007	Pending	S&S Cycle, Inc
SHIFT COLLAR FOR MOTORCYCLE TRANSMISSION	PCT	2008008371	01/17/2008	Published	S & S Cycle, Inc
INNER PRIMARY BEARING RACE	PCT	2007103359	09/13/2007	Published	S & S Cycle, Inc

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EXHIBIT B

UNITED STATES REGISTERED TRADEMARKS

<b>MARK</b>	<b>COUNTRY</b>	<b>SERIAL NO./REG. NO.</b>	<b>FILING DATE/REG. DATE</b>	<b>STATUS</b>	<b>RECORD OWNER</b>
FRAME LOCK and Design	US	3,459,749	07/01/2008	Registered	S&S Cycle, Inc
FRAME LOCK	US	3,421,045	04/29/2008	Registered	S&S Cycle, Inc
QUICK SET UP KIT	US	3,270,552	07/24/2007	Registered	S&S Cycle, Inc
DEALER FOCUS	US	3,093,174	05/16/2006	Registered	S&S Cycle, Inc
PERFORMANCE TIMES	US	3,097,962	05/30/2006	Registered	S&S Cycle, Inc
HOT SET UP KIT	US	3,179,468	12/05/2006	Registered	S&S Cycle, Inc
EZFI	US	3,410,134	04/08/2008	Registered	S&S Cycle, Inc
G EXTREME Stylized	US	3,339,115	11/20/2007	Registered	S&S Cycle, Inc
G-EXTREME	US	3,339,114	11/20/2007	Registered	S&S Cycle, Inc
IST	US	3,429,649	05/20/2008	Registered	S&S Cycle, Inc
SPO	US	3,297,166	09/25/2007	Registered	S&S Cycle, Inc
S&S PROVEN PERFORMANCE and Design	US	2,950,933	05/17/2005	Registered	S&S Cycle, Inc
PROVEN PERFORMANCE	US	2,945,530	05/03/2005	Registered	S&S Cycle, Inc
Design	US	2,427,779	02/13/2001	Registered	S & S Cycle, Inc
SIDEWINDER	US	2,964,425	07/05/2005	Registered	S & S Cycle, Inc
BODY PARTS	US	2,234,796	03/23/1996	Registered	S & S Cycle, Inc
S&S SUPER STOCK and Design	US	2,067,394	06/03/1997	Registered	S & S Cycle, Inc
S&S	US	1,324,371	03/12/1985	Registered	S & S Cycle, Inc

UNITED STATES PENDING TRADEMARK REGISTRATIONS

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
FLATHEAD POWER	US	77/367,488	01/09/2008	Pending	S&S Cycle, Inc
E EXTREME Stylized	US	77/143,890	03/29/2007	Pending	S&S Cycle, Inc
XWEDGE Stylized	US	77/099,428	01/22/2007	Pending	S&S Cycle, Inc
X-WEDGE	US	77/088,397	01/22/2007	Pending	S&S Cycle, Inc
E-EXTREME	US	77/143,635	03/29/2007	Pending	S & S Cycle, Inc

FOREIGN REGISTERED AND PENDING MARKS

MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
PERFORMANCE TIMES	UK	2490357	12/08/2005	Pending	S&S Cycle, Inc.
PROVEN PERFORMANCE	UK	2481270	11/25/2004	Pending	S&S Cycle, Inc.
FLATHEAD POWER	CA	1402,556	07/09/2008	Pending	S&S Cycle, Inc.
EZFI	CA	1367,019	10/10/2007	Pending	S&S Cycle, Inc.
SPO	CA	1361,133	08/24/2007	Pending	S&S Cycle, Inc.
IST	CA	1361,131	08/24/2007	Pending	S&S Cycle, Inc.
HOT SET UP KIT	CA	TMA716,807	06/18/2008	Registered	S&S Cycle, Inc.
G-EXTREME	CA	1361,128	08/24/2007	Pending	S&S Cycle, Inc.
E-EXTREME	CA	1361,126	08/24/2007	Pending	S&S Cycle, Inc
VFI	CA	TMA707,665	02/18/2008	Registered	S&S Cycle, Inc

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MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
S&S SUPER STOCK and Design	CA	1339,393	03/15/2007	Pending	S&S Cycle, Inc
S&S PROVEN PERFORMANCE and Design	CA	1339,388	03/14/2007	Pending	S&S Cycle, Inc
Design	CA	1339,386	03/15/2007	Pending	S&S Cycle, Inc
S&S	CA	1339,384	03/14/2007	Pending	S&S Cycle, Inc
QUICK SET UP KIT	CA	TMA717,718	07/02/2008	Registered	S&S Cycle, Inc
SIDEWINDER	CA	1339,221	03/14/2007	Pending	S&S Cycle, Inc
DEALER FOCUS	CA	TMA718,655	07/16/2008	Registered	S&S Cycle, Inc
PROVEN PERFORMANCE	CA	1339,219	03/14/2007	Pending	S&S Cycle, Inc
X-WEDGE	CA	1338,657	03/09/2007	Pending	S&S Cycle, Inc
FRAME LOCK and Design	CA	1335,930	02/19/2007	Pending	S&S Cycle, Inc
FLATHEAD POWER	EC	7021141	06/27/2008	Pending	S&S Cycle, Inc
EZFI	EC	6365481	07/18/2008	Registered	S&S Cycle, Inc
VFI	EC	5858022	04/24/2008	Registered	S&S Cycle, Inc
S&S QUICK SET UP KIT	EC	5782073	02/25/2008	Registered	S&S Cycle, Inc
X-WEDGE	EC	5750013	02/26/2008	Registered	S&S Cycle, Inc
HOT SET UP KIT	EC	4642931	08/14/2006	Registered	S&S Cycle, Inc
SIDEWINDER	EC	4143641	12/20/2005	Registered	S&S Cycle, Inc
S&S	EC	4142196	12/19/2005	Registered	S&S Cycle, Inc
Design	EC	4142758	10/18/2007	Registered	S&S Cycle, Inc
S&S SUPER STOCK and Design	EC	4142188	12/19/2005	Registered	S&S Cycle, Inc
PROVEN S&S PERFORMANCE and Design	EC	4142171	01/12/2006	Registered	S&S Cycle, Inc
PERFORMANCE TIMES	ES	2832778M0	06/09/2008	Pending	S&S Cycle, Inc

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MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
PROVEN PERFORMANCE	ES	2817334M1	02/27/2008	Pending	S&S Cycle, Inc
S&S QUICK SET UP KIT	AU	1205598	10/18/2007	Pending	S&S Cycle, Inc
EZFI	AU	1204294	10/10/2007	Registered	S&S Cycle, Inc
VFI	AU	1170626	04/10/2007	Pending	S&S Cycle, Inc
X-WEDGE	AU	1165617	03/09/2007	Registered	S&S Cycle, Inc
PROVEN PERFORMANCE	AU	1158244	01/24/2007	Pending	S&S Cycle, Inc
S&S	AU	1158243	01/24/2007	Pending	S&S Cycle, Inc
S&S PROVEN PERFORMANCE	AU	1158242	01/24/2007	Pending	S&S Cycle, Inc
S&S SUPER STOCK and Design	AU	1158241	01/24/2007	Pending	S&S Cycle, Inc
Design	AU	1158240	01/24/2007	Pending	S&S Cycle, Inc
QUICK SET UP KIT	AU	1125413	07/21/2006	Pending	S&S Cycle, Inc
DEALER FOCUS	AU	1089863	12/08/2005	Registered	S&S Cycle, Inc
PERFORMANCE TIMES	AU	1089862	12/08/2005	Registered	S&S Cycle, Inc
HOT SET UP KIT	AU	1079432	10/06/2005	Registered	S&S Cycle, Inc
SIDEWINDER	AU	1032078	11/26/2004	Registered	S&S Cycle, Inc
PERFORMANCE TIMES	FR	05 3594636	12/08/2005	Pending	S&S Cycle, Inc
PROVEN PERFORMANCE	FR	08 3578235	11/25/2004	Pending	S&S Cycle, Inc
PERFORMANCE TIMES	DE	302008033224 7	12/08/2005	Pending	S&S Cycle, Inc
PERFORMANCETIMES	CH	5049834	12/08/2005	Pending	S & S Cycle, Inc
DEALERFOCUS	CH	5049833	12/08/2005	Pending	S & S Cycle, Inc
HOTSETUPKIT	CH	4933417	10/09/2005	Pending	S & S Cycle, Inc
Design	CH	4664729	05/19/2005	Pending	S & S Cycle, Inc

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MARK	COUNTRY	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS	RECORD OWNER
S & S PROVEN PERFORMANCE and Design	CH	4494197	03/27/2008	Registered	S & S Cycle, Inc
S&S PROVEN PERFORMANCE and Design	CH	4494196	03/27/2008	Registered	S & S Cycle, Inc
S & S SUPER STOCK and Design	CH	4494195	03/27/2008	Registered	S & S Cycle, Inc
S&S SUPER STOCK	CH	4494194	03/27/2008	Registered	S & S Cycle, Inc
S & S	CH	4494191	03/27/2008	Registered	S & S Cycle, Inc
S&S	CH	4494190	03/27/2008	Registered	S & S Cycle, Inc
Design	CH	4494199	11/14/2007	Registered	S & S Cycle, Inc
PROVEN PERFORMANCE	CH	4494192	11/14/2007	Registered	S & S Cycle, Inc
SIDEWINDER	CH	4494198	11/14/2007	Registered	S & S Cycle, Inc
PROVEN PERFORMANCE	CH	4494193	11/14/2007	Registered	S & S Cycle, Inc

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