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OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. 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): 2-5-02
 Steel Horse Automotive Accessories, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

2. Name and address of receiving party(ies)
 Name: Fleet Capital Corporation, as Agent
 Internal Address: _____
 Street Address: 15260 Ventura Boulevard, #400
 City: Sherman Oaks State: CA Zip: 91403

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Rhode Island
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

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 TRADEMARK OFFICE
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 MAIL ROOM

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 01/25/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
78016393; 75341392

B. Trademark Registration No.(s) 2417312

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Murphy Sheneman Julian & Rogers
 Internal Address: _____
Elaine Howard, Legal Assistant

Street Address: 101 California Street
39th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41)..... \$90⁰⁰

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-0052

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9. Signature.
Christine E Wilson
 D. Elaine Howard
 Name of Person Signing

Elaine Howard
 Signature

2-01-02
 Date

Total number of pages including cover sheet, attachments, and document: 6

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

02/28/2002 6TON11 00000156 200052 78016393

01 FC:481 40.00 CH
 02 FC:482 50.00 CH

TRADEMARK
 REEL: 002451 FRAME: 0065

**SECOND AMENDMENT TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Second Amendment to Intellectual Property Security Agreement (this "Amendment") is made as of January 25, 2002, by and between STEEL HORSE AUTOMOTIVE ACCESSORIES, INC., DBA ACME TRUCK PARTS AND STEEL HORSE AUTOMOTIVE, a California corporation formerly known as CDK, INC. ("Assignor"), and FLEET CAPITAL CORPORATION, a Rhode Island corporation, as Agent ("Assignee"), and amends that certain Intellectual Property Security Agreement between Assignor and Assignee dated as of March 10, 1998 (the "IP Security Agreement") and recorded with the U.S. Patent and Trademark Office ("USPTO") on March 11, 1998 at Reel 9046, Frame 0838 with respect to Patents, and at Reel 1706, Frame 0417 with respect to Trademarks. The IP Security Agreement was subsequently amended by that certain First Amendment to Intellectual Property Security Agreement dated as of January 18, 2000 and recorded with the USPTO on June 6, 2000 at Reel 010892, Frame 0508 with respect to Patents, and recorded on February 25, 2000 at Reel 002041, Frame 0977 with respect to Trademarks.

RECITALS

A. Assignor, Assignee and certain other parties are parties to that certain Restated and Amended Loan and Security Agreement, dated as of January 18, 2000, as amended, pursuant to which Assignee has been providing financial accommodations to Assignor on the terms and conditions set forth therein. (Said Loan and Security Agreement, as in effect from time to time, together with all exhibits and schedules thereto, is hereinafter referred to as the "Restated Loan Agreement").

B. Assignor and Assignee entered into that certain First Amendment to Intellectual Property Security Agreement dated as of January 18, 2000, referred to above to reflect that, from and after the effectiveness of the Restated Loan Agreement, all rights previously held by Assignor for its own account will be held by Assignor as Agent under the Restated Loan Agreement.

NOW, THEREFORE, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Amendments to Intellectual Property Security Agreement. From and after the date of this Amendment, as used in connection with the Intellectual Property Security Agreement:
2. Exhibit B to the Intellectual Property Security Agreement is supplemented to add the Patent identified on Appendix A hereto, and Exhibit C to the Intellectual Property Security Agreement is supplemented to add the Trademarks identified on Appendix B hereto.
3. Ratification. Except as specifically modified by this Amendment, all provisions of the Intellectual Property Security Agreement shall remain in full force and effect.
4. Covenants and Warranties. Assignor represents, warrants, covenants and agrees that Assignor is now the sole owner of the Intellectual Property Collateral identified on Appendix A and Appendix B hereto.

5. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

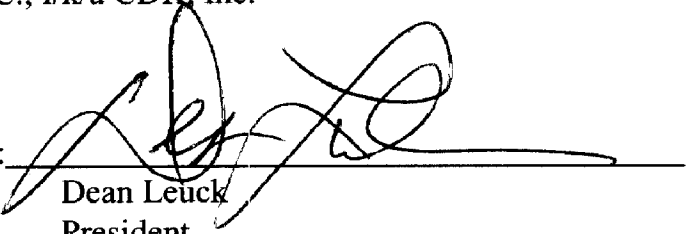
6. California Law and Jurisdiction. This Amendment shall be governed by the laws of the State of California, without regard for choice of law provisions. Assignor and Assignee consent to the exclusive jurisdiction of any state or federal court located in Los Angeles County, California.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first above written.

Assignor:

STEEL HORSE AUTOMOTIVE ACCESSORIES,
INC., f/k/a CDK, Inc.

By: _____


Dean Leuck
President

Assignee:

FLEET CAPITAL CORPORATION, for itself and
as Agent

By: _____

Mark D. Newlun
Senior Vice President

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Assignor:

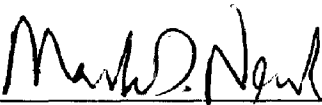
STEEL HORSE AUTOMOTIVE ACCESSORIES,
INC., f/k/a CDK, Inc.

By: _____

Dean Leuck
President

Assignee:

FLEET CAPITAL CORPORATION, for itself and
as Agent

By:  _____

Mark D. Newlun
Senior Vice President

APPENDIX A

PATENTS AND PATENT LICENSES

Federal Patents Licensed from Other Parties

<u>Patent</u>	<u>Registration No.</u>	<u>Licensor</u>
Pivoting Sports Equipment Carrier	5,664,717 filed 9/9/97	Yakima Products, Inc. (License Agreement; Inventor: Brian K. Joder)

APPENDIX B

TRADEMARKS

Federal Trademarks

<u>Mark</u>	<u>Registration Number</u>	<u>Application Number</u>
AeroSport		78/016393 filed 7/12/00
Fibernetics Molded Products, LLC	2,417,312 registered 01/02/01	
Monsoon		75/341392 filed 8/14/97