

01-02-2003



RECORDATION COVER SHEET
TRADEMARKS ONLY

1-2-03

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New 1-2-03
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

01/03/2003 DBYRNE 00000043 2329329

FOR OFFICE USE ONLY

01 FC:8521
02 FC:8522

40.00 BP
825.00 CP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:

TRADEMARK
REEL: 2642 FRAME: 0779

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="See attached Schedule A"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jane P. Miles

Name of Person Signing

Signature

12/19/02

Date Signed

**SCHEDULE A
TO
RELEASE OF SECURITY INTEREST OF TRADEMARKS**

Registered Trademarks:

<u>Registration No.</u>	<u>Issue Date</u>	<u>Trademark</u>
2,329,329	03/14/00	BOULEVARD SERIES
2,378,051	08/15/00	BANDERA
2,378,052	08/15/00	SKULPTOR
2,378,053	08/15/00	SEDONA
2,373,640	08/01/00	LAGUNA
2,373,578	08/01/00	NOSTALGIC EDITION
2,383,841	09/05/00	NOSTALGIC EDITION (WORDS & DESIGN)
2,383,840	09/05/00	ROUTE 66 BY COBBS ROUTE US 66
2,396,272	10/17/00	ROUTE US 66 (WORDS & DESIGN)
1,328,075	04/02/85	COBBS
2,290,163	11/02/99	WIZARD
1,960,737	03/05/96	POWERLINK
1,848,505	08/09/94	COBBS (WORDS & DESIGN)
1,684,481	04/28/92	OCTOPUS
1,425,602	01/20/87	GUIDE-TECH
1,424,696	01/13/87	GUIDE-TECH

Pending Trademarks:

<u>Application No.</u>	<u>File Date</u>	<u>Trademark</u>
75-579479	10/29/98	FUNN FRAMES
75-503209	06/16/98	525
75-503208	06/16/98	530
75-503210	06/16/98	630
75-503211	06/16/98	725
75-503297	06/16/98	830
75-503299	06/16/98	925
75-503294		ELDORA
75-503298	06/16/98	900
75-503207	06/16/98	TRICKED OUT
75-486210		MAIN STREET ACCESSORIES
75-486209	05/15/98	ROUTE 66
75-486203	05/15/98	HISTORIC OLD 66 HISTORIC 66 BY COBBS (WORDS & DESIGN)
76-486205		HISTORIC OLD 66 (WORDS & DESIGN)
75-486208	05/15/98	HISTORIC OLD 66
74-225664	11/27/91	THE C CORINTHIAN LINE
73-724546		COBBS (WORDS & DESIGN)
75-502329	06/15/98	BULBASUR

RELEASE OF SECURITY INTEREST OF TRADEMARKS

This Release of Security Interest of Trademarks is dated as of November 20, 2002. Reference is hereby made to the Agreement for Assignment and Successor Agent (the "**Assignment**"), dated as of October 25, 2000, by and among, Bell Automotive Products, Inc. (the "**Company**"), Deutsche Financial Services Corporation ("**Assignor**"), and Bankers Trust Company ("**Assignee and Successor Agent**") recorded with the United States Trademark and Trademark Office on October 27, 2000 (Reel/Frame No. 002181/0383).

Assignee and Successor Agent hereby notifies, acknowledges to and agrees with Company that the security interest granted by Company in the collateral set forth in the Assignment (the "**Trademark Collateral**") including, without limitation, the security interest granted in the Trademarks listed on the attached Schedule A, is terminated and released, and that Assignee and Successor Agent hereby releases and forever discharges all of its right, title and interest of any kind or nature granted, assigned or conveyed pursuant to the Assignment in the Trademark Collateral.


The Assignee and Successor Agent releases all liens, pledges, security interests, charges and other encumbrances of whatever nature (collectively, "**Encumbrances**") on this Release of Security Interest including, without limitation, those Encumbrances created under or in connection with the Assignment.

The Assignee and Successor Agent hereby agrees to take such further actions and to execute and deliver such further documents as Company may reasonably request to effect and evidence this Release, including, without limitation, the execution and delivery of any filings, statements, amendments, recordations or other instruments required to maintain the applications or registrations of the Trademark Collateral and record the chain of title accordingly with the United States Trademark and Trademark Office, subject, in each case to the Company's prior payment in full to the Assignee and Successor Agent of its costs and expenses (including reasonable fees and disbursements of counsel) incurred in connection therewith; provided, however, that Assignee and Successor Agent shall not be required to take any action which exposes the Assignee and Successor Agent to personal liability or which is contrary to applicable law.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, Assignee and Successor Agent has caused this Release of Security Interest to be duly executed and delivered by its duly authorized officer as of the date first above written.

**DEUTSCHE BANK TRUST COMPANY
AMERICAS (formerly Bankers Trust Company),
as Assignee and Successor Agent**

By: 
Name: MICHAEL MALCANGI
Title: VICE PRESIDENT