

01-04-2005



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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

RECORDATION COVER TRADEMARKS O

ice

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

HO-8e-01

1. Name of conveying party(ies):
 Motorsport Aftermarket Group, 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: Canadian Imperial Bank of Commerce,
 Internal
 Address: as Administrative Agent

Street Address: 425 Lexington Avenue
 City: New York State: NY Zip: _____

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

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

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

Execution Date: 12/17/2004

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) SEE SCHEDULE I
 B. Trademark Registration No.(s) SEE SCHEDULE I

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 30

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Tina Qualls
 Internal Address: _____
 Corporation Service Company

Street Address: _____
 1133 Avenue of the Americas
 City: New York State: NY Zip: 10036

7. Total fee (37 CFR 3.41) \$ 765⁰⁰
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.
 James P. Murphy December 20, 2004
 Name of Person Signing Signature Date

01/03/2005 DRYRME 00000014 1900355

Total number of pages including cover sheet, attachments, and document: 10

01 FC:8521 02 FC:8522

40.00 DP 725.00 DP

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

Addendum to Cover Page of Trademarks Cover Page

1. Name of conveying party(ies)

White Brothers Performance Products, Inc.

V&H Performance, Inc.

Progressive Suspension, Inc.

J&P Cycles, Inc.




Kuryakyn Holdings, Inc.

Mustang Motorcycle Products, Inc.

Alloy Motocross, Inc.

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Motorsport Aftermarket Group, Inc.	1,900,355	"Porker Pipes"
	2,630,269	"R4"
	2,295,104	"E-Series"
White Brothers Performance Products, Inc.	1,900,357	"Porker"
	2,326,937	"White Brothers"
V&H Performance, Inc.	2,593,324	"White Brothers"
	2,693,185	"Vance & Hines"
	2,755,532	"Vance & Hines Racing"
Progressive Suspension, Inc.	2,795,640	"CV/T"
	2,652,948	"Platform Damping"
	2,763,839	"Progressive Suspension"
	2,809,428	
	2,372,257	
J&P Cycles, Inc.	2,095,831	"Cruise Control"
	2,635,004	"5 th Element"
	2,716,499	"Airtail"
	2,024,131	"Keeping the World on 2 Wheels"
	2,027,275	
Kuryakyn Holdings, Inc.	2,028,995	"J&P Cycles"
	2,892,561	"Kuryakyn"
	1,963,632	"Kuryakyn USA"
Mustang Motorcycle Products, Inc.	2,162,359	"Mustang"
	1,882,054	"Mustang"
Alloy Motocross, Inc.	SN78273847*	"AlloyMX"

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
Progressive Suspension, Inc.	78/371,706	"6th Sense"
	78/371,709	"Thermaltech"

Kuryakyn Holdings, Inc.

78/408,347
78438788
78438783
76456324

"Gravity"
"Wild Things"
"Wild Things Performance"
"ISO"

Trademark Security Agreement

Trademark Security Agreement, dated as of December 17, 2004, by MOTORSPORT AFTERMARKET GROUP, INC., WHITE BROTHERS PERFORMANCE PRODUCTS, INC., V&H PERFORMANCE, INC., PROGRESSIVE SUSPENSION, INC., J&P CYCLES, INC., KURYAKYN HOLDINGS, INC., MUSTANG MOTORCYCLE PRODUCTS, INC. and ALLOY MOTOCROSS, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CANADIAN IMPERIAL BANK OF COMMERCE, acting through its New York agency, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I¹ attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more

¹ Should include same Trademarks listed on Schedule 12(a) of the Perfection Certificate.

fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the full performance of the Secured Obligations, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

MOTORSPORT AFTERMARKET
GROUP, INC.
WHITE BROTHERS PERFORMANCE
PRODUCTS, INC.
V&H PERFORMANCE, INC.
PROGRESSIVE SUSPENSION, INC.
J&P CYCLES, INC.
KURYAKYN HOLDINGS, INC.
MUSTANG MOTORCYCLE PRODUCTS,
INC.
ALLOY MOTOCROSS, INC.

By: T. M. McCann
Name: Thomas M. McCann
Title: Senior Vice President




Accepted and Agreed:

CANADIAN IMPERIAL BANK OF
COMMERCE, acting through its
New York agency, as Administrative Agent

By: William J. Keelo, Jr.
Name: William J. Keelo, Jr.
Title: Managing Director

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	2,716,499	"Airtail"
	2,024,131	"Keeping the World on 2 Wheels"
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