

05/03/2005
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Form PTO-1594 (Rev. 03/05)
OMB Collection 0851-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

REGISTRATION FORM COVER SHEET
TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ACTION PERFORMANCE COMPANIES, INC.

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

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) June 30, 2004

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank One, NA

Internal Address:

Address:

Street Address: 1717 Main Street

City: Dallas

State: TX

Country: USA

Zip: 75201

Association Citizenship

General Partnership Citizenship

Limited Partnership Citizenship

Corporation Citizenship

Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76523,250

B. Trademark Registration No.(s)
2,407,814

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is Unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Darren W. Collins

Internal Address: Patton Boggs LLP

Suite 3000

Street Address: 2001 Ross Avenue

City: Dallas

State: TX Zip: 75201

Phone Number: 214-758-3552

Fax Number: 214-758-1630

Email Address: dcollins@pattonboggs.com

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 890.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 50-2816

Authorized User Name Darren W. Collins

9. Signature:

Signature

April 27, 2005

Date

Darren Collins

Name of Person Signing

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

19

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5985, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, VA 22315-1460

Exhibit of Registration and Applications

Applications

76/523,250

Registrations

2,407,814
2,197,251
2,460,787
2,349,860
2,734,404
2,319,034
2,734,404
2,194,882
2,374,784
2,437,178
2,790,386
2,597,840
2,642,412
2,145,010
2,423,289
2,666,030
2,639,189
2,374,787
1,785,198
2,114,796
2,847,997
2,830,399
2,844,104
2,421,254
2,425,096
2,049,057
2,146,926
2,209,913
2,145,567
1,815,981
1,434,027
2,592,546
2,560,315
2,620,250
2,828,150

CONTINUATION OF ITEM 1

<u>Name of Conveying Parties</u>	<u>Type</u>	<u>Corporation - State</u>
ACTION RACING COLLECTABLES, INC.	Corporation	Arizona
ACTION SPORTS IMAGE, L.L.C.	Other: Limited Liability Company	Arizona
FUNLINE MERCHANDISE COMPANY, INC.	Corporation	California
JEFF HAMILTON COLLECTION, INC.	Corporation	Arizona
MCARTHUR TOWEL AND SPORTS, INC.	Corporation	Arizona
RACING COLLECTABLES CLUB OF AMERICA, INC.	Corporation	Arizona
TREVCO TRADING CORP.	Corporation	Arizona
ACTION CORPORATE SERVICES, INC.	Corporation	Arizona
AW ACQUISITION CORP.	Corporation	Arizona
CREATIVE MARKETING & PROMOTIONS, INC.	Corporation	North Carolina
GORACING.COM, INC.	Corporation	Arizona
GORACING INTERACTIVE SERVICES, INC.	Corporation	Arizona
RYP, INC.	Corporation	North Carolina
THE FAN CLUB COMPANY, L.L.C.	Other: Limited Liability Company	Arizona

CONTINUATION OF ITEM 4

<u>Applications</u>	<u>Registrations</u>
	2,197,251
	2,460,787
	2,349,860
	2,734,404
	2,319,034
	2,734,404
	2,194,882
	2,374,784
	2,437,178
	2,790,386
	2,597,840
	2,642,412
	2,145,010
	2,666,030
	2,639,189
	2,374,787
	1,785,198
	2,114,796

CONTINUATION OF ITEM 4Registrations

2,847,997

2,830,399

2,844,104

2,421,254

2,423,289

2,425,096

2,049,057

2,146,926

2,209,913

2,145,567

1,815,981

1,434,027

2,592,546

2,560,315

2,620,250

2,828,150

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2004 by ACTION PERFORMANCE COMPANIES, INC., an Arizona corporation ("APC" or "Company"), ACTION RACING COLLECTABLES, INC., an Arizona corporation ("ARC"), ACTION SPORTS IMAGE, L.L.C., an Arizona limited liability company ("ASI"), FUNLINE MERCHANDISE COMPANY, INC., a California corporation ("Funline"), JEFF HAMILTON COLLECTION, INC., an Arizona corporation ("JHC"), MCARTHUR TOWEL AND SPORTS, INC., an Arizona corporation ("MTS"), RACING COLLECTABLES CLUB OF AMERICA, INC., an Arizona corporation ("RCCA"), TREVCO TRADING CORP., an Arizona corporation ("TTC"), ACTION CORPORATE SERVICES, INC., an Arizona corporation, AW ACQUISITION CORP., an Arizona corporation, CREATIVE MARKETING & PROMOTIONS, INC., a North Carolina corporation, GORACING.COM, INC., an Arizona corporation, GORACING INTERACTIVE SERVICES, INC., an Arizona corporation, RYP, INC., a North Carolina corporation, THE FAN CLUB COMPANY, L.L.C., an Arizona limited liability company (collectively, jointly and severally "Grantor"), in favor of BANK ONE, NA, a national banking association, with its main office in Chicago, Illinois ("Bank One"), in its capacity as Agent ("Agent") for Lenders pursuant to the terms of the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Credit Agreement, dated as of the date hereof, by and among APC, ARC, ASI, Funline, JHC, MTS, RCCA, TTC, the other Loan Parties, Agent, and Lenders from time to time a party thereto (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans to the Borrowers (as defined in the Credit Agreement) on the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement and the other Loan Documents, each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Pledge and Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for the benefit of itself and the other Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby, jointly and severally, agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Agent, for the benefit of itself and the other Lenders, a continuing first priority security interest in any of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and any of its rights under any written agreement now owned or hereafter acquired by any Grantor pursuant to which a Grantor obtains any right to use any Trademark (collectively, the "Trademark Licenses") including those referred to on Schedule I hereto;

(b) all renewals or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

This Trademark Security Agreement grants only the security interest herein described, is not intended to and does not affect any present transfer of title to 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. **SECURITY AGREEMENT.** The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of itself and the other Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. **GRANTOR'S USE OF TRADEMARKS.** Notwithstanding the foregoing, each Grantor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks, so long as no Default occurs and remains uncured.

5. **AMENDMENT AND RESTATEMENT.** This Trademark Security Agreement, together with the Security Agreement and the other IP Security Agreements (as defined in the Security Agreement), are given in amendment, consolidation, restatement, renewal and extension (but not in novation, extinguishment or satisfaction) of all security agreements, pledge

agreements, assignments and similar agreements delivered pursuant to the Original Loan Agreement.

[Remainder of page intentionally left blank; signature page follows]

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

ACTION PERFORMANCE COMPANIES, INC.

By: 
R. David Martin, Chief Financial Officer, Secretary and Treasurer

ACTION RACING COLLECTIBLES, INC.

By: 
R. David Martin, Vice President, Secretary and Treasurer

ACTION SPORTS IMAGE, L.L.C.

By: 
R. David Martin, Chief Financial Officer, Secretary and Treasurer

KUNLINE MERCHANDISE COMPANY, INC.

By: 
R. David Martin, Executive Vice President, Secretary and Treasurer

JEFF HAMILTON COLLECTION, INC.

By: 
R. David Martin, Secretary and Treasurer

MCARTHUR TOWEL AND SPORTS, INC.

By: 
R. David Martin, Vice President, Secretary and Treasurer

**RACING COLLECTABLES CLUB OF
AMERICA, INC.**

By: 
R. David Martin, Vice President, Secretary and
Treasurer

TRESCO TRADING CORP.

By: 
R. David Martin, Secretary and Treasurer


ACTION CORPORATE SERVICES, INC.

By: 
R. David Martin, President

AW ACQUISITION CORP.

By: 
R. David Martin, Vice President, Chief Financial
Officer, Secretary and Treasurer

**CREATIVE MARKETING & PROMOTIONS,
INC.**

By: 
R. David Martin, Vice President, Chief Financial
Officer, Secretary and Treasurer


GORACING.COM, INC.

By: 
R. David Martin, Chief Financial Officer and
Secretary

GORACING INTERACTIVE SERVICES, INC.

By: 
R. David Martin, President, Secretary and Treasurer

RYP, INC.

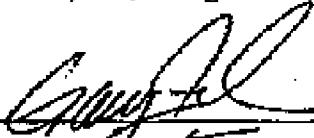
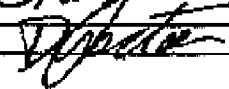
By: 
R. David Martin, Vice President, Chief Financial
Officer, Secretary and Treasurer

THE FAN CLUB COMPANY, L.L.C.

By: 
R. David Martin, Vice President, Secretary and
Treasurer

ACCEPTED AND ACKNOWLEDGED BY:

BANK ONE, NA, as Agent

By: 
Name: _____
Title:  _____

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONSArizona State Trademark Registrations

Mark _____ Reg. No. _____ Date _____

None.

U.S. Federal Trademark Registrations

Mark	Owner	First Use	Filing Date	Symbol	Status	Class
(Stylized) A and Flag Design Reg No: 2,407,814 Serial: 75/626,800	Action Performance Companies, Inc.	February 1998	January 25, 1999	®	Federal Registration November 28, 2000	Wearing Apparel- Class No. 25
Action (Bar Logo) Reg No: 2,197,251 Serial: 75/256,172	Action Performance Companies, Inc.	May 1992	March 12, 1997	®	Federal Registration October 20, 1998	Replica Miniature Vehicles Class No. 28
(Stylized) Action and Flag Design Reg No: 2,460,787 Serial: 75/626,323	Action Performance Companies, Inc.	August 1997	January 25, 1998	®	Federal Registration June 19, 2001	Wearing Apparel- Class No. 25
(Stylized) Action and Flag Design Reg No: 2,349,860 Serial: 75/668,358	Action Performance Companies, Inc.	February 1998	March 23, 1999	®	Federal Registration May 16, 2000	Replica Miniature Vehicles Class No. 28
Action Interactive Reg No: 2,319,034 Serial: 75/626,573	Action Corporate Services, Inc.	November 1998	February 21, 1999	®	Federal Registration February 15, 2000	On-line Corporate Advertising and Marketing Class 35
Action Racing Collectables (Word Mark)	Action Performance Companies, Inc.	1992	August 2, 2002	®	Federal Registration July 8, 2003	Replica Miniature Vehicles Class No. 28

Serial: 76/437,133 Reg No. 2,734,404						
Action Racing Collectables Platinum Series Reg No: 2,194,882 Serial: 75/255,577	Action Performance Companies, Inc.	December 1994	March 11, 1997	®	Federal Registration October 13, 1998	Replica Miniature Vehicles Class No. 28
AP Reg No: 2,374,784 Serial: 75/673,365	Action Performance Companies, Inc.	January 1, 1999	April 2, 1999	®	Federal Registration August 8, 2000	Replica Miniature Vehicles Class No. 28
AP and Design Serial: 76/026,604 Reg No: 2,437,178	Action Performance Companies, Inc.	January 1, 1999	April 14, 2000	®	Federal Registration March 20, 2001	Replica Miniature Vehicles Class No. 28
GORACING.COM Serial: 76/403,626 Reg No. 2,790,386	goracing.com, inc.	February 1, 1999	May 3, 2002	®	Federal Registration December 9, 2003	On-line Corporate Advertising and Marketing Class 35
GORACING.COM Reg No: 2,597,840 Serial: 76/303,641	goracing.com, inc.	June 1, 1999	August 21, 2001	®	Federal Registration July 23, 2002	Replica Miniature Vehicles Class No. 28
GORACING.COM Reg No: 2,642,412 Serial: 76/303,642	goracing.com, inc.	June 1, 1999	August 21, 2001	®	Federal Registration October 29, 2002	Class 16 Printed Matter
GORACING! Serial: 74/727,289 Reg No: 2,145,010	goracing.com, inc.	1995	September 11, 1995	®	Federal Registration March 17, 1998	Class 16 Magazines
RECA Reg No. 2,666,030 Serial: 76/328,161	Racing Collectables Club of America, Inc	December 1, 1996	October 22, 2001	®	Federal Registration December 24, 2002	Printed Matter Class No. 16

RCCA Reg No: 2,639,189 Serial: 76/328,162	Action Performance Companies, Inc.	February 1, 1993	October 22, 2001	®	Federal Registration October 22, 2002	Class 28; toys, miniature die-cast replicas, sports car collectibles, baby racers (pedal cars)
RCCA SelectNet Reg No: 2,374,787 Serial: 75/673,575	Action Performance Companies, Inc.	January 1999	April 2, 1999	®	Federal Registration August 8, 2000	Replica Miniature Vehicles Class No. 28
Sports Image Reg: 1,785,198 Serial: 74/232410	Action Sports Image L.L.C.	1988	December 23, 1991	®	Federal Registration August 3, 1993	Wearing Apparel- Class No. 25
Winner's Circle Reg: 2,114,796 Serial: 75/115,833	Action Performance Companies, Inc.	June 27, 1996	June 7, 1996	®	Federal Registration November 18, 1997	Replica Miniature Vehicles Class No. 28
BLVD. Blaster Serial: 76/235,733 Reg No: 2,847,997	Funline Merchandise Co., Inc.	July 10, 2001	April 4, 2001	®	Federal Registration June 1, 2004	Mechanical Action Toy Vehicles Class No. 28
Muscle Tuner Serial: 76/243,707 Reg No: 2,830,399	Funline Merchandise Co., Inc.	February 9, 2002	April 18, 2001	®	Federal Registration April 6, 2004	Mechanical Action Toy Vehicles Class No. 28
Muscle Machines Serial: 76/523,250 Reg No:	Funline Merchandise Co., Inc.	June 1999	June 18, 2003	® supplemental Register	Supplemental Federal Registration April 1, 2004	Mechanical Action Toy Vehicles Class No. 28
The Original Muscle Machines Serial: 76/476,974 Reg No: 2,844,104	Funline Merchandise Co., Inc.	January 1999	December 18, 2002	® supplemental Register	Supplemental Federal Registration December 8, 2003	Mechanical Action Toy Vehicles Class No. 28
MAGBurners Serial: 75/894,831 Reg No: 2,421,254	Funline Merchandise Co., Inc.	June 1998	January 8, 2000	®	Federal Registration January 16, 2001	Mechanical Action Toy Vehicles Class No. 28
Rod Rods Serial: 75/894,829	Funline Merchandise Co., Inc.	June 1999	January 8, 2000	®	Federal Registration January 30,	Mechanical Action Toy Vehicles Class

Trademark Security Agreement
Schedule 1

012048.0100.28564R

Reg No: 2,425,096					2001	No. 28
Tech Forces 1 Serial: 75/894,828	Funline Merchandise Co., Inc.	July 1997	January 8, 2001	®	Federal Registration January 23, 2001	Mechanical Action Toy Vehicles Class No. 28
Reg No: 2,423,289						
Laser Stampeder Serial: 75/092,580	Funline Merchandise Co., Inc.	September 1992	April 22, 1996	®	Federal Registration April 1, 1997	Toy Vehicles Class No. 28
Reg No: 2,049,057						
Jeff Hamilton JH and Design Reg No: 2,146,926	Jeff Hamilton Collection, Inc.	September 1993	July 11, 1994	®	Federal Registration March 31, 1998	Wearing Apparel- Class No. 25
Jeff Hamilton Reg No: 2,209,913	Jeff Hamilton Collection, Inc.	May 1986	July 11, 1994	®	Federal Registration December 15, 1998	Wearing Apparel- Class No. 25
Jeff Hamilton and Design Reg No: 2,145,567	Jeff Hamilton Collection, Inc.	March 1986	July 11, 1994	®	Federal Registration March 24, 1998	Wearing Apparel- Class No. 25
Jeff Hamilton Reg No: 1,815,981	Jeff Hamilton Collection, Inc.	March 27, 1985	March 23, 1993	®	Federal Registration January 11, 1994	Wearing Apparel- Class No. 25
Jeff Hamilton and Design Reg No: 1,434,027	Jeff Hamilton Collection, Inc.	April 17, 1985	August 21, 1986	®	Federal Registration March 24, 1987	Wearing Apparel- Class No. 25
McArthur Sports Reg No: 2,592,546 Serial: 76/836,515	McArthur Towel and Sports, Inc.	June 2000	April 28, 2000	®	Federal Registration July 9, 2002	On-line Corporate Advertising and Marketing Class 35
Bringing Sports Memories Into Every Home Serial: 76/133,467 Reg No: 2,560,315	McArthur Towel and Sports, Inc.	June 2000	September 22, 2000	®	Federal Registration April 9, 2002	On-line Corporate Advertising and Marketing Class 35

Just Golf Serial: 76/209,693 Reg No: 2,620,250	McArthur Towel and Sports, Inc.	September 2000	February 13, 2001	®	Federal Registration September 17 2002	On-line Corporate Advertising and Marketing Class 35
T Trecco and Design Serial: 75/757,358 Reg No. 2,828,150	Trecco Trading Corp.	September 1, 1999	July 6, 1999	®	Federal Registration March 30, 2004	Christmas ornaments, ornaments and decorations Class 28

TRADEMARK APPLICATIONS

Arizona State Trademark Applications

Mark _____ Serial No. _____ Filing Date _____

None

North Carolina State Trademark Applications

Mark _____ Serial No. _____ Filing Date _____

None

California State Trademark Applications

Mark _____ Serial No. _____ Filing Date _____

None

U.S. Federal Trademark Applications

Mark _____ Serial No. _____ Filing Date _____

None

TRADEMARK LICENSES

Name of Agreement _____ Parties _____ Date of Agreement _____

None

Trademark Security Agreement
Schedule I

012048.0100285648