

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest (under the Trademark Security Agreement)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
White Brothers Performance Products, Inc.; Motorsport Aftermarket Group, Inc.; V&H Performance, Inc.; Kuryakyn Holdings, Inc; J&P Cycles, Inc.; Progressive Suspension, Inc.; Mustang Motorcycle Products, Inc. and Performance Machine, Inc.		11/30/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	30 Hudson Street, 17th Floor
Internal Address:	c/o Goldman Sachs Co.
City:	Jersey City
State/Country:	NEW JERSEY
Postal Code:	07302
Entity Type:	Unknown:

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	3118635	ISO
Registration Number:	2990665	GRAVITY
Registration Number:	2635004	5TH ELEMENT
Registration Number:	2630269	R4
Registration Number:	2295104	E-SERIES
Registration Number:	2326937	WHITE BROTHERS
Registration Number:	2593324	WHITE BROTHERS
Registration Number:	2693185	VANCE & HINES
Registration Number:	2755532	VANCE & HINES RACING

CH \$690.00 3118635

Registration Number:	1900357	PORKER
Registration Number:	2795640	CV/T
Registration Number:	2652948	PLATFORM DAMPING
Registration Number:	2763839	PROGRESSIVE SUSPENSION
Registration Number:	2809428	
Registration Number:	2372257	PROGRESSIVE SUSPENSION INC. U.S.A.
Registration Number:	2095831	CRUISE CONTROL
Registration Number:	2716499	AIRTAIL
Registration Number:	2024131	KEEPING THE WORLD ON 2 WHEELS
Registration Number:	2027275	J&P CYCLES
Registration Number:	2028995	J & P CYCLES
Registration Number:	2892561	KURYAKYN
Registration Number:	1963632	KURYAKYN USA
Registration Number:	2162359	MUSTANG
Registration Number:	1882054	MUSTANG
Registration Number:	2911115	PHATAIL
Registration Number:	1913212	PM
Registration Number:	1952532	PM

CORRESPONDENCE DATA

Fax Number: (213)430-6407
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: gdurham@omm.com
Correspondent Name: Gina M. Durham, Esq.
Address Line 1: 400 South Hope Street
Address Line 2: O'Melveny & Myers LLP
Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Gina M. Durham
Signature:	/Gina M. Durham/
Date:	12/07/2006

Total Attachments: 8
source=(T-Sec Agmt)(MAG)#page1.tif
source=(T-Sec Agmt)(MAG)#page2.tif
source=(T-Sec Agmt)(MAG)#page3.tif
source=(T-Sec Agmt)(MAG)#page4.tif
source=(T-Sec Agmt)(MAG)#page5.tif
source=(T-Sec Agmt)(MAG)#page6.tif
source=(T-Sec Agmt)(MAG)#page7.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of November 30, 2006 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of **WHITE BROTHERS PERFORMANCE PRODUCTS, INC., MOTORSPORT AFTERMARKET GROUP, INC., V&H PERFORMANCE, INC., KURYAKYN HOLDINGS, INC., J&P CYCLES, INC., PROGRESSIVE SUSPENSION, INC., MUSTANG MOTORCYCLE PRODUCTS, INC.** and **PERFORMANCE MACHINE, INC.** (collectively, the "Grantors"), and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of November 30, 2006 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to

Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

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 Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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.

MOTORSPORT AFTERMARKET GROUP, INC.


By: T.M. McGann
Name: Thomas M. McGann
Title: Chief Executive Officer and President

**WHITE BROTHERS PERFORMANCE
PRODUCTS, INC.
V&H PERFORMANCE, INC.
KURYAKYN HOLDINGS, INC.
J&P CYCLES, INC.
PROGRESSIVE SUSPENSION, INC.
MUSTANG MOTORCYCLE PRODUCTS, INC.
PERFORMANCE MACHINE, INC.**

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

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By:  _____

Name:




Title:

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT





TRADEMARK REGISTRATIONS AND APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Kuryakyn Holdings, Inc.	3118635	ISO
Progressive Suspension, Inc.	2990665	GRAVITY
Progressive Suspension, Inc.	2635004	5 TH ELEMENT
White Brothers Performance Products, Inc.	2,630,269	“R4”
Motorsport Aftermarket Group, Inc.	2,295,104	“E-Series”
White Brothers Performance Products, Inc.	2,326,937	“White Brothers”
White Brothers Performance Products, Inc.	2,593,324	“White Brothers”
V&H Performance, Inc.	2,693,185	“Vance & Hines”
V&H Performance, Inc.	2,755,532	“Vance & Hines Racing”
V&H Performance, Inc.	1,900,357	“Porker”
Progressive Suspension, Inc.	2,795,640	“CV/T”
Progressive Suspension, Inc.	2,652,948	“Platform Damping”
Progressive Suspension, Inc.	2,763,839	“Progressive Suspension”
Progressive Suspension, Inc.	2,809,428	
Progressive Suspension, Inc.	2,372,257	
Progressive Suspension, Inc.	2,095,831	“Cruise Control”
Progressive Suspension, Inc.	2,716,499	“Airtail”
J&P Cycles, Inc.	2,024,131	“Keeping the World on 2 Wheels”
J&P Cycles, Inc.	2,027,275	

OWNER	REGISTRATION NUMBER	TRADEMARK
J&P Cycles, Inc.	2,028,995	"J&P Cycles"
Kuryakyn Holdings, Inc.	2,892,561	"Kuryakyn"
Kuryakyn Holdings, Inc.	1,963,632	"Kuryakyn USA"
Mustang Motorcycle Products, Inc.	2,162,359	"Mustang"
Mustang Motorcycle Products, Inc.	1,882,054	"Mustang"
Performance Machine, Inc.	2,911,115	"PHATAIL"
Performance Machine, Inc.	1,913,212	PM Logo For Motorcycle Accessories
Performance Machine, Inc.	1,952,532	PM Logo for Clothing

Other Trademark Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
V&H Performance, Inc.	0000015842	EC	"Vance & Hines"
Progressive Suspension, Inc.	919694	Australia	"CV/T"
Progressive Suspension, Inc.	002784114	EC	"CV/T"
Progressive Suspension, Inc.	937387	Australia	
Progressive Suspension, Inc.	932175	Australia	
Progressive Suspension, Inc.	2,124,774	EC	
Progressive Suspension, Inc.	001210830	EC	
Progressive Suspension, Inc.	002615326	EC	"Airtail"
Progressive Suspension, Inc.	936793	Australia	"Airtail"
Progressive Suspension, Inc.	TMA621,541	Canada	"Airtail"
Kuryakyn Holdings, Inc.	003275724	EC	"Kuryakyn"
Mustang Motorcycle Products, Inc.	578763	EC	"Mustang"
Performance Machine, Inc.	No. 2,008,273	UK	PM Logo for land vehicles and clothing

OWNER	REGISTRATION NUMBER	COUNTRY/STATE	TRADEMARK
Performance Machine, Inc.	No. 95,554,399	France	PM Logo for land vehicles and clothing
Performance Machine, Inc.	No. 4,040,941	Japan	PM Logo for motorcycle, wheels etc.
Performance Machine, Inc.	No. 395 02 279	Germany	PM Logo