

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Amendment to Subordination Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Weld Racing, LLC		07/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
Granite Creek Flexcap I, L.P.		07/31/2009	LIMITED PARTNERSHIP: DELAWARE
Michael George Barry		07/31/2009	INDIVIDUAL:
Kyle Dee Fickler		07/31/2009	INDIVIDUAL:
Scott William Rider		07/31/2009	INDIVIDUAL:
American Racing Equipment, LLC		07/31/2009	LIMITED LIABILITY COMPANY: DELAWARE
Granite Creek Partners Agent, LLC		07/31/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Cole Taylor Bank
Street Address:	225 West Washington
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	CORPORATION: ILLINOIS

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	2888343	EVO
Registration Number:	2226933	WELD EVO
Registration Number:	2000079	WELD RACING
Registration Number:	2008430	WELD RACING
Registration Number:	2003222	WELD RACING
Registration Number:	2166255	WELDWHEELS

900144165

**TRADEMARK
 REEL: 004070 FRAME: 0130**

CH \$340.00 2888343

Registration Number:	2086419	WELDWHEELS
Registration Number:	1872408	RODLITE
Registration Number:	2797979	AUTOFOCUS
Registration Number:	2537153	ACCU-LOC
Serial Number:	77382629	WELD
Serial Number:	77200203	TAYLOR WELD
Serial Number:	77372891	TAYLOR WELD ENGINEERING

CORRESPONDENCE DATA

Fax Number: (314)259-2020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: ncollora@bryancave.com
Correspondent Name: Daniel A. Crowe
Address Line 1: 211 North Broadway, Ste 3600
Address Line 4: St. Louis, MISSOURI 63102

ATTORNEY DOCKET NUMBER:	0228091
NAME OF SUBMITTER:	Daniel A. Crowe
Signature:	/Daniel A. Crowe/
Date:	09/29/2009

Total Attachments: 7
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FIRST AMENDMENT TO SUBORDINATION AGREEMENT

This First Amendment to Subordination Agreement ("**Amendment**") dated as of July 31, 2009 is entered into by and among the entities and persons listed on Exhibit A hereto as Junior Creditors (each, a "**Junior Creditor**" and collectively, the "**Junior Creditors**"), Weld Racing, LLC, a Delaware limited liability company (the "**Borrower**"), and Cole Taylor Bank, an Illinois banking corporation ("**Lender**").

WHEREAS, Junior Creditors, Lender and Borrower entered into that certain Subordination Agreement dated as of December 10, 2008 (as amended, modified, or restated from time to time, the "**Subordination Agreement**").

WHEREAS, Borrower and Junior Creditors desire to amend and restate certain of the Junior Debt Instruments (as defined in the Subordination Agreement) and to reduce the principal amount of the Junior Debt.

WHEREAS, Borrower and Junior Creditors have requested, and Lender has agreed, to amend the Subordination Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, and the mutual covenants and agreements set forth herein, Borrower, Junior Creditors, and Lender agree to the following:

1. Amendment to Subordination Agreement. Exhibit A of the Subordination Agreement is hereby deleted in its entirety and replaced with the Exhibit A attached to this Amendment. Exhibit B of the Subordination Agreement is hereby deleted in its entirety and replaced with the Exhibit B attached to this Amendment.

2. No Other Changes. Except as explicitly amended by this Amendment all of the terms and conditions of the Subordination Agreement shall remain in full force and effect.


3. Counterparts. This Amendment may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same instrument.

[signature page to follow]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by the parties hereto as of the date first written above.

JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

By 
Print Name Peter Lehman
Title General Partner

Michael George Barry, in his individual capacity


Kyle Dee Fickler, in his individual capacity

Scott William Rider, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

GRANITE CREEK PARTNERS AGENT,
LLC,
a Delaware limited liability company

By _____
Print Name _____
Title _____

By 
Print Name Peter Lehman
Title Manager

BORROWER:


Weld Racing, LLC, a Delaware limited liability company

LENDER:

COLE TAYLOR BANK, an Illinois Banking Corporation

By: Weld Racing Holdings, LLC, a Delaware limited liability company, its sole member

By _____
Richard Sitz, Senior Vice President

By: 
Name: Peter Lehman
Title: Manager

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by the parties hereto as of the date first written above.

JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

By _____
Print Name _____
Title _____

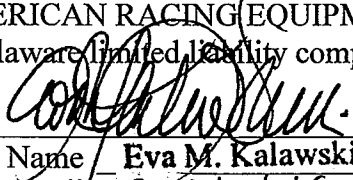
Michael George Barry, in his individual capacity

Kyle Dee Fickler, in his individual capacity

Scott William Rider, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

GRANITE CREEK PARTNERS AGENT, LLC,
a Delaware limited liability company

≡≡ By 
Print Name Eva M. Kalawski
Title Vice President & Secretary

By _____
Print Name _____
Title _____

BORROWER:

WELD RACING, LLC,
a Delaware limited liability company

LENDER:

COLE TAYLOR BANK,
an Illinois Banking Corporation

By: Weld Racing Holdings, LLC,
a Delaware limited liability company,
its sole member

By _____
Richard Sitz, Senior Vice President

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by the parties hereto as of the date first written above.

JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

By _____
Print Name _____
Title _____

Michael George Barry, in his individual capacity

Kyle Dee Fickler, in his individual capacity

Scott William Rider, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

GRANITE CREEK PARTNERS AGENT, LLC,
a Delaware limited liability company

By _____
Print Name _____
Title _____

By _____
Print Name _____
Title _____

BORROWER:

WELD RACING, LLC,
a Delaware limited liability company

LENDER:

COLE TAYLOR BANK,
an Illinois Banking Corporation

By: Weld Racing Holdings, LLC,
a Delaware limited liability company,
its sole member

By Richard Sitz
Richard Sitz, Senior Vice President

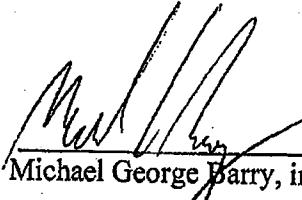
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by the parties hereto as of the date first written above.

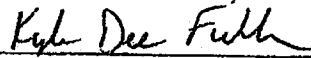
JUNIOR CREDITORS:

GRANITE CREEK FLEXCAP I, L.P.,
a Delaware limited partnership

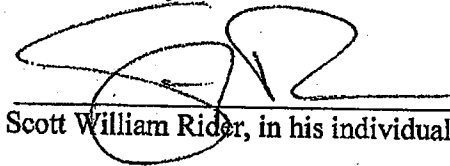
By _____
Print Name _____
Title _____



Michael George Barry, in his individual capacity



Kyle Dee Fickler, in his individual capacity



Scott William Rider, in his individual capacity

AMERICAN RACING EQUIPMENT, LLC,
a Delaware limited liability company

By _____
Print Name _____
Title _____

GRANITE CREEK PARTNERS AGENT, LLC,
a Delaware limited liability company

By _____
Print Name _____
Title _____

BORROWER:

WELD RACING, LLC,
a Delaware limited liability company

By: Weld Racing Holdings, LLC,
a Delaware limited liability company,
its sole member

By: _____
Name: _____
Title: _____

LENDER:

COLE TAYLOR BANK,
an Illinois Banking Corporation

By _____
Richard Sitz, Senior Vice President

EXHIBIT A

List of all Junior Creditors

Name of Junior Creditor	Amount of Junior Debt
1. Granite Creek Flexcap I, L.P., a Delaware limited partnership	\$3,722,312.00
2. Michael George Barry	\$327,817.00
3. Kyle Dee Fickler	\$67,678.00
4. Scott William Rider	\$1,692.00
5. American Racing Equipment, LLC, a Delaware limited liability company	\$1,000,000.00
6. Granite Creek Partners Agent, LLC, a Delaware limited liability company	N/A*
Total amount of Junior Debt	\$5,119,499.00

* Granite Creek Partners Agent, LLC is collateral agent for the other Junior Creditors pursuant to the Junior Debt Instruments.

EXHIBIT B

All Junior Debt Instruments

- 1) Amended and Restated Secured Subordinated Promissory Note dated December 10, 2008 payable to Granite Creek Flexcap I, L.P., a Delaware limited partnership, in the original principal amount of \$3,722,312.00.
- 2) Amended and Restated Secured Subordinated Promissory Note dated December 10, 2008 payable to Michael George Barry in the original principal amount of \$327,817.00.
- 3) Amended and Restated Secured Subordinated Promissory Note dated December 10, 2008 payable to Kyle Fickler in the original principal amount of \$67,678.00.
- 4) Amended and Restated Secured Subordinated Promissory Note dated December 10, 2008 payable to Scott Rider in the original principal amount of \$1,692.00.
- 5) Secured Subordinated Promissory Note payable to American Racing Equipment, LLC, a Delaware limited liability company, in the original principal amount of One Million and No/100th Dollars (\$1,000,000).
- 6) Security Agreement dated November 6, 2008, by and among Weld Racing, LLC, Granite Creek Flexcap I, L.P., a Delaware limited partnership (in its capacity as senior lender), Michael George Barry (in his capacity as senior lender), Granite Creek Flexcap I, L.P., a Delaware limited partnership (in its capacity as junior lender), Michael George Barry (in his capacity as junior lender), Scott Rider, Kyle Fickler, American Racing Equipment, LLC, a Delaware limited liability company, and Granite Creek Flexcap I, L.P. in its capacity as collateral agent.
- 7) Financing statement filed in the recorders office of the Delaware Secretary of State with initial filing number 2008-3743430, creating a blanket lien on personal property in favor of Granite Creek Partners Agent, LLC, as Collateral Agent for Michael George Barry, Granite Creek Flexcap I. L.P., a Delaware limited partnership, Scott Rider, and Kyle Fickler.
- 8) Financing statement filed in the recorders office of the Delaware Secretary of State with initial filing number 2008-3744305, creating a blanket lien on personal property in favor of Granite Creek Partners Agent, LLC, as Collateral Agent for American Racing Equipment, LLC, a Delaware limited liability company.
- 9) Security agreement to be filed in the United States Patent and Trademark Office, creating a lien on Borrower's patent and trademark collateral in favor of Granite Creek Partners Agent, LLC, as Collateral Agent for Michael George Barry, Granite Creek Flexcap I. L.P., a Delaware limited partnership, Scott Rider, Kyle Fickler and American Racing Equipment, LLC, a Delaware limited liability company.