

F 10-21-1998

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

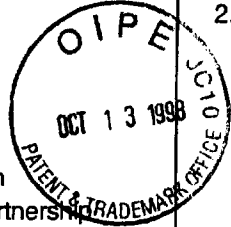


Tab settings

To the Honorable Commissioner 100854414

attached original documents or copy thereof.

1. Name of conveying party(ies): Paisano Publications, Inc. 28210 Dorothy Drive Agoura Hills, CA 91301



2. Name and address of receiving party(ies) Name: Nomura Holding America, Inc. Internal Address: Street Address: 2 World Financial Center Building B City: New York State: NY ZIP: 10281

3. Nature of conveyance: [X] Assignment [] Merger [] Security Agreement [] Change of Name [] Other Execution Date: September 23, 1998

[] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [X] Corporation-State Delaware [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [X] No

4. Application number(s) or patent number(s): MAD 10-13-98 A. Trademark Application No.(s) See Schedule I attached hereto

B. Trademark Registration No.(s) See Schedule II attached hereto

Additional numbers attached? [X] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Maureen Sheveland Internal Address: c/o Paul, Hastings, Janofsky & Walker LLP Street Address: 1055 Washington Boulevard City: Stamford State: CT ZIP: 06901

6. Total number of applications and registrations involved: 34 7. Total fee (37 CFR 3.41).....\$ 865.00 [X] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

481 40.00 OP 482 825.00 OP DO NOT USE THIS SPACE

9. 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. Maureen Sheveland Name of Person Signing Signature Date 10/5/98 Total number of pages including cover sheet, attachments, and document: 12

SCHEDULE I

<u>MARK</u>	<u>SERIAL / APPL. NO.</u>	<u>Country</u>
EASYRIDERS	75/385,727	United States
EASYRIDERS	75/385,746	United States
EASYRIDERS	74/802,200	United States
EASYRIDERS	75/385,728	United States

SCHEDULE II

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>COUNTRY</u>
AMERICAN RODDER	1,557,422	United States
AMERICAN RODDER	1,809,154	United States
BIKER	1,044,847	United States
BROS	1,697,109	United States
EAGLE'S EYE	1,617,608	United States
EARLY-RIDERS	1,982,732	United States
EARLYRIDERS	1,965,043	United States
EASYRIDERS	1,107,218	United States
EASYRIDERS	1,950,035	United States
EASYRIDERS	1,906,752	United States
EASYRIDERS	1,892,781	United States
EASYRIDERS	1,920,187	United States
EASYRIDERS	1,956,241	United States
EASYRIDERS	2,007,089	United States
EASYRIDERS	1,982,693	United States
EASYRIDERS CAFE	1,954,649	United States
FREEDOM FIGHT (stylized)	1,774,589	United States
IN THE WIND	1,454,232	United States
NASTY FEET	1,984,341	United States

QUICK THROTTLE	1,942,820	United States
ROADWARE	2,006,050	United States
ROADWARE	2,185,157	United States
ROAD WEAR (and design)	1,699,161	United States
SUPERCYCLE	1,487,550	United States
TATTOO	1,558,627	United States
TATTOO (stylized)	1,875,203	United States
TATTOO FLASH	1,954,883	United States
TATTOO SAVAGE	1,979,118	United States
V-TWIN	1,560,827	United States
VQ	1,887,142	United States

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

THIS ASSIGNMENT FOR SECURITY dated as of September 23, 1998 (this "Assignment"), is made by PAISANO PUBLICATIONS, INC. (together with its successors and assigns, the "Grantor").

W I T N E S S E T H:

WHEREAS, the Grantor has adopted, used or is using the trademarks listed on Annex A attached hereto, which trademarks are registered or the subject of pending applications for registration in the United States Patent and Trademark Office (the "Trademarks"); and

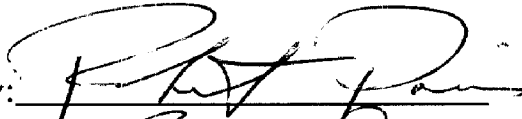
WHEREAS, the Grantor has entered into an Intellectual Property Security Agreement dated as of September 23, 1998 (as from time to time amended, modified or supplemented in accordance with the terms thereof, the "Agreement"; capitalized terms used herein without definition have the meanings assigned to those terms in the Agreement), in favor of Nomura Holding America Inc. (the "Purchaser"), in order to secure the prompt and complete payment, observance and performance of the Secured Obligations (as defined in the Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby assign unto the Purchaser and grant to the Purchaser a security interest in, and mortgage on, all right, title, and interest of the Grantor in and to the Trademarks, and the applications and registrations thereof, together with the goodwill of the business connected with the use of and symbolized by the Trademarks, and all Proceeds (as defined in the Agreement) thereof, including, without limitation, any and all royalties for any licenses thereof (the "Trademark Collateral"), to secure the prompt and complete payment, performance and observance of the Secured Obligations. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Purchaser with respect to the assignment of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

**THIS ASSIGNMENT SHALL BE GOVERNED BY, AND
CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF
THE STATE OF NEW YORK.**

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be
duly executed by its authorized officer as of the date first written above.

PAISANO PUBLICATIONS, INC.

By: 
Name: ROBERT DAVIS
Title: VP, CFO

CALIFORNIA)
STATE OF ~~NEW YORK~~)
LOS ANGELES) SS.
~~CALIFORNIA~~)
COUNTY OF ~~NEW YORK~~)

On this 23 day of September, 1998 before me personally appeared the above-named Robert Davis, to me known, who being by me duly sworn according to law, on his/~~her~~ oath stated that he/~~she~~ is the CFO of Paisano Publications Inc and acknowledged that he/she signed, sealed and delivered the foregoing instrument as the free and voluntary act and deed of said corporation.



Notary Public

My Commission Expires:

2/20/01



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EAGLE'S EYE	1,617,608	United States
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EASYRIDERS	1,982,693	United States
EASYRIDERS CAFE	1,954,649	United States
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IN THE WIND	1,454,232	United States
NASTY FEET	1,984,341	United States
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TATTOO SAVAGE	1,979,118	United States
V-TWIN	1,560,827	United States
VQ	1,887,142	United States
BROS	403,733	Canada
EASYRIDERS	1.549.217	Argentina
EASYRIDERS	1.549.218	Argentina
EASYRIDERS	1.657.935	Argentina
EASYRIDERS	A330,596	Australia
EASYRIDERS	486,466	Canada
EASYRIDERS	880928	China
EASYRIDERS	00648-1980	Denmark
EASYRIDERS	1508090	France
EASYRIDERS	93477840	France
EASYRIDERS	94/500421	France

EASYRIDERS	1,001,118	Germany
EASYRIDERS	B7588/96	Hong Kong
EASYRIDERS	379/97	Hong Kong
EASYRIDERS	7217198	Hong Kong
EASYRIDERS	709924	Italy
EASYRIDERS	2722493	Italy
EASYRIDERS	2722493	Japan
EASYRIDER	1990959	Japan
EASYRIDERS	3295606	Japan
EASYRIDERS	4119161	Japan
EASYRIDERS	4127316	Japan
EASYRIDERS	2340224-2	Japan
EASYRIDER	1916327	Japan
EASYRIDERS	561874	Mexico
EASYRIDERS	561875	Mexico
EASYRIDERS	B126953	New Zealand
EASYRIDERS	1811380	Spain
EASYRIDERS	180894	Sweden
EASYRIDERS	B1,109,370	United Kingdom
EASYRIDERS	1,342,290	United Kingdom
EASY RIDER	1398622	United Kingdom
EASYRIDERS VQ	4106059	Japan

TATTOO (stylized)	483,608	Canada
TATTOO (stylized)	02198-1993	Denmark
TATTOO (stylized)	93455903	France
TATTOO (design)	93/411.742	France
TATTOO (stylized)	2049918	Germany
TATTOO (Katakana)	3123989	Japan
TATTOO (stylized)	302726	Sweden
TATTOO	1523795	United Kingdom
V-POWER	395 02 882	Germany
V-TWIN	422,441	Canada

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EASYRIDERS	74/802,200	United States
EASYRIDERS	75/385,728	United States
BIKER	39518618.8	Germany
EASYRIDERS	1919788	Argentina
EASYRIDERS	863059	Canada
EASYRIDERS	94122852	China

EASYRIDERS	9700108690	China
EASYRIDERS	9700108691	China
EASYRIDERS	9700108692	China
EASYRIDERS	P45045/18wZ	Germany
EASYRIDERS	12839/97	Hong Kong
EASYRIDERS	12840/97	Hong Kong
EASYRIDERS	9-031378	Japan
EASYRIDERS	09-101783	Japan
EASYRIDERS	287714	Mexico
EASYRIDERS	287716	Mexico
EASYRIDERS	309331	Mexico
EASYRIDERS	1811379	Spain
EASYRIDERS	1541879	United Kingdom
EASYRIDERS	16.642-94	Venezuela
EASYRIDERS	16.643-94	Venezuela
EASYRIDERS	178681	European Community
TATTOO (stylized)	224185	New Zealand
TATTOO (design)	178681	European Community
VQ	39403124.5	Germany
VQ	287715	Mexico
VQ	287717	Mexico