

05-15-2000



101356773

4/26/00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
2-11-00

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
2-11-00

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002072 FRAME: 0844

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75671873"/>	<input type="text" value="75503208"/>	<input type="text" value="75503297"/>	<input type="text" value="2290163"/>	<input type="text" value="1684481"/>	<input type="text"/>
<input type="text" value="75579479"/>	<input type="text" value="75503210"/>	<input type="text" value="75503299"/>	<input type="text" value="1960737"/>	<input type="text" value="1425602"/>	<input type="text"/>
<input type="text" value="75503209"/>	<input type="text" value="75503211"/>	<input type="text" value="75503289"/>	<input type="text" value="1848505"/>	<input type="text" value="1424696"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Peter J. Pawlak, Jr.

Name of Person Signing

Signature

4/26/00

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party
Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75503292	75486212	75486208
75503293	75486223	74225664
75503294	75486204	73724546
75503295	75486209	73385161
75503298	75486211	
75503207	75486203	
75486210	76486205	

CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of February 11, 2000, by the Parent Borrower referred to below in favor of the Agent, for the benefit of the Lenders (as such terms are defined below).

WHEREAS, **Bell Automotive Products, Inc.**, a Delaware corporation (the "Parent Borrower"), certain of its Subsidiaries (together with the Parent Borrower, the "Borrowers"), certain financial institutions party thereto from time to time (collectively, the "Lenders"), and Deutsche Financial Services Corporation, as agent for the Lenders (in such capacity, the "Agent"), have entered into a Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement), pursuant to which the Lenders have agreed to make certain loans and other financial accommodations available to the Borrowers (the "Loans"); and

WHEREAS, the Parent Borrower will derive substantial benefits, both directly and indirectly, from the Loans; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Loan Agreement and to make the Loans, the Parent Borrower has agreed to assign to the Agent, for the ratable benefit of the Lenders, certain trademark rights as described herein.

NOW, THEREFORE, in consideration of the premises, the Parent Borrower hereby agrees with the Agent as follows:

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, the Parent Borrower hereby grants, assigns and conveys to the Agent, for the benefit of the Lenders, a security interest in the Parent Borrower's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks"); provided that, (A) the Parent Borrower shall not grant, nor shall be deemed to have granted, a security interest in any item of Collateral which is subject to a Permitted Lien to the extent that the agreement, instrument or document which creates such

Permitted Lien prohibits the granting of a security interest in, or encumbrance upon, such item of Collateral and (B) in no event shall Collateral include, and the Parent Borrower shall not be deemed to have granted a security interest in, any of its right, title or interest in any agreement or instrument to which the Parent Borrower is a party or any of its rights or interests thereunder to the extent (but only to the extent) that such a grant would violate the terms of, or result in a default under, such agreement or instrument (other than to the extent that any such term would be rendered ineffective pursuant to Section 9-318(4) of the UCC); provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this Section 1 shall be deemed to apply thereto automatically.

2. Representations and Warranties.

The Parent Borrower represents and warrants that with respect to each of the Trademarks:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America (the "U.S.") or in any of the respective states thereof;

(b) The Trademarks listed on Schedule A constitute all of the trademark applications and registrations owned by the Parent Borrower;

(c) Each of the Trademarks is valid and enforceable in the U.S. and the respective states thereof and all claims by others to rights in the Trademarks of which the Parent Borrower is aware, including, without limitation, licenses, are noted on Schedule B attached hereto and by reference made a part hereof;

(d) Except as noted on Schedule B, the Parent Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, including, without limitation, covenants by the Parent Borrower not to sue third persons and licenses, other than Permitted Liens;

(e) The Parent Borrower has made all necessary applications, filings and recordations to protect and maintain its interest in the Trademarks listed on Schedule A, including, without limitation, all necessary filings and recordations in the U.S. Patent and Trademark Office; and

(f) The Parent Borrower has the unqualified right, power and authority to execute, deliver and perform this Agreement.

3. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Commitments shall have been terminated, the Parent Borrower shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold (the "Goods") and services rendered (the "Services") in the Parent Borrower's business, the provisions of Paragraph 1 shall automatically apply thereto, and also to any composite marks or other marks of the Parent Borrower which are confusingly similar to such mark, and Parent Borrower shall give to the Agent prompt written notice thereof. This Paragraph 3 shall not apply to trademarks which are owned by others and licensed to the Parent Borrower. The Parent Borrower shall perform all acts and execute all documents reasonably requested (including any amendments hereto) by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under this Paragraph 3.

4. Modification of Agreement.

The Parent Borrower authorizes the Agent to modify this Agreement by amending Schedule A to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Paragraph 1 or Paragraph 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Parent Borrower. The representations and warranties of the Parent Borrower shall be deemed to be remade and restated by the Parent Borrower as of the date of the amendment of Schedule A with respect to all Trademarks listed on the amended Schedule A at that time.

5. Covenants of Parent Borrower.

(a) The Parent Borrower covenants as follows: (i) it will maintain the high standard of quality which has become associated with the Trademarks; (ii) the Agent from time to time and upon request shall have the right to inspect samples of the Goods, the procedures and facilities used to provide Services, the premises at which the Goods are produced and at which the Services are performed and records relating to the Trademarks at the premises where such records are kept; and (iii) the Agent shall have the right to prevent use of the Trademarks on Goods and Services which are not of high quality, all so as to preserve the goodwill symbolized by the Trademarks.

(b) The Parent Borrower further agrees that: (i) it will use and not abandon or do any act or omit to do any act that may cause or contribute to the abandonment of any Trademark, or permit the expiration of any registration of any Trademark listed on Schedule A; (ii) it shall give the Agent written notice, and a complete copy, of any sublicense of any Trademark; and (iii) all uses of the Trademarks by it or its permitted sublicensees will include such notices of registration as are required or authorized from time to time under applicable law.

(c) With respect to each Trademark listed on Schedule A, the Parent Borrower agrees to take all necessary steps, including, without limitation, in the U.S. Patent and

Trademark Office or in any court, to (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without limitation, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the participation in opposition, cancellation and infringement and misappropriation proceedings and the payment of fees and taxes incurred in connection therewith. Notwithstanding the foregoing, if the Parent Borrower determines that any such Trademark is not material to the Parent Borrower's business, the Parent Borrower may, with the prior written consent of the Agent, elect not to pursue any such infringement action. The Parent Borrower agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any expenses incurred in connection with such activities shall be borne by the Parent Borrower, and the Parent Borrower agrees to promptly provide the Agent with written notice of any such actions or proceedings.

(d) The Parent Borrower shall perform all acts and execute all documents reasonably requested by the Agent at any time and from time to time to evidence, perfect, maintain, record and enforce the Agent's security interest in the Trademarks, including, without limitation, any trademarks falling under Paragraph 3.

(e) Until all of the Obligations shall have been satisfied in full and the Commitments shall have been terminated, the Parent Borrower will not enter into any agreement which is inconsistent with the Parent Borrower's obligations under this Agreement without the Agent's prior written consent.

6. Remedies Upon Default; Power of Attorney.

(a) In addition to the grant of the security interest contained in Paragraphs 1 and 3 hereof, if any Event of Default under the Loan Agreement shall have occurred and is continuing, or if the Parent Borrower fails to perform any agreement or to meet any of its obligations hereunder, upon the election of the Agent, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Agent or its designee. The Parent Borrower hereby irrevocably constitutes and appoints the Agent and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Parent Borrower and in the name of the Parent Borrower or the Agent's own name or the name of the Agent's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as **Exhibit A** and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of the Parent Borrower or the Agent, and to take any other actions deemed necessary by the Agent to maintain such registrations in effect; (ii) to collect

proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Agent in its sole discretion, and such payments made by the Agent to become the obligations of the Parent Borrower to the Agent, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable.

(b) The Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Agent may, if any Event of Default under the Loan Agreement shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to the Parent Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the terms of the Loan Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Parent Borrower at least five (5) business days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Parent Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Parent Borrower, which right is hereby waived and released. The Parent Borrower hereby agrees to execute any documents reasonably requested by the Agent in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, the Parent Borrower shall have no right, title, or interest in or to any of the Trademarks and the Parent Borrower shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Agent, or pursuant to the terms of the Loan Agreement, deliver to the Agent all Goods bearing the Trademarks.

7. Termination of Agreement.

At such time as the Parent Borrower shall completely satisfy all of the Obligations and the Commitments shall have been terminated, the Agent shall execute and deliver to the Parent Borrower all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Parent Borrower title to the Trademarks and the goodwill of the business symbolized by

the Trademarks, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

8. Limitation of Liability and Indemnification.

The Parent Borrower agrees to reimburse the Agent and the Lenders (each, an "Indemnitee") for all costs and expenses, including reasonable counsel fees and disbursements, incurred, and to indemnify and hold the Agent and the Lenders harmless from and against all losses suffered by, the Agent or any Lender in connection with (a) the exercise by the Agent or any Lender of any right or remedy granted to it under this Agreement with respect to the Trademarks, (b) any claim, and the prosecution or defense thereof, arising out of or in any way connected with this Agreement, and (c) the collection or enforcement of the Obligations or any of them (collectively, the "Indemnified Claims"); **provided** that no Indemnitee shall have the right to be indemnified hereunder for any Indemnified Claim (i) which arises from such Indemnitee's own gross negligence or willful misconduct; (ii) which arises out of any dispute between any Lender and the Agent or among the Lenders; (iii) which is for reimbursement of amounts paid by an Indemnitee on any final, non-appealable judgment in any Borrower's favor against an Indemnitee by a court of competent jurisdiction; (iv) which is for reimbursement of amounts paid by the party seeking indemnification in any settlement with a party other than a Borrower or an Affiliate thereof which was properly effected by an Indemnitee without the prior consent of such Borrower, unless such Borrower has had a reasonable opportunity to assume responsibility for such Indemnified Claim and has not diligently prosecuted such Indemnified Claim; or (v) is incurred in connection with regulatory, shareholder or other comparable proceedings related to the Indemnitee's internal decision-making policies and procedures. The Parent Borrower also agrees to indemnify the Agent and the Lenders from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

9. Waiver and Amendment.

(a) No course of dealing between the Parent Borrower and the Agent or the Lenders, nor any failure to exercise, nor any delay in exercising, on the part of the Agent or the Lenders, any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

10. Cumulative Rights.

All of the Agent's and the Lenders' rights and remedies with respect to the Trademarks, whether established hereby or under the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

13. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Choice of Law.

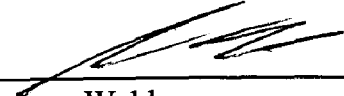
The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties hereto shall be governed by the laws of the State of Georgia regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

(Signatures On Next Page)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

PARENT BORROWER:

Bell Automotive Products, Inc.

By: 

Graham Webb
Vice President and Secretary

AGENT:

Deutsche Financial Services Corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the day and year first above written.

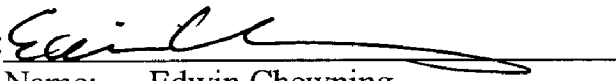
PARENT BORROWER:

Bell Automotive Products, Inc.

By: _____
Graham Webb
Vice President and Secretary

AGENT:

Deutsche Financial Services Corporation

By: 
Name: Edwin Chewning
Title: Vice President

SCHEDULE A

LISTING OF TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Reg. No./Serial No.</u>	<u>Trademark</u>	<u>International Class</u>
75-671873	BOULEVARD SERIES	12
75-579479	FUNN FRAMES	12
2290163	WIZARD	12
75-503209	525	12
75-503208	530	12
75-503210	630	12
75-503211	725	12
75-503297	830	12
75-503299	925	12
75-503289	BANDERA	12
75-503292	SKULPTOR	12
75-503293	SEDONA	12
75-503294	ELDORA	12
75-503295	LAGUNA	12
75-503298	900	12
75-503207	TRICKED OUT	12
75-486210	MAIN STREET ACCESSORIES	6 12 20
75-486212	NOSTALGIC EDITION	12 20
75-486223	NOSTALGIC EDITION (WORDS & DESIGN)	6 12 20
75-486204	ROUTE 66 BY COBBS ROUTE U S 66	12 20
75-486209	ROUTE 66	12 20
75-486211	ROUTE US 66 (WORDS & DESIGN)	12 20
75-486203	HISTORIC OLD 66 HISTORIC 66 BY COBBS (WORDS & DESIGN)	6 12 20
76-486205	HISTORIC OLD 66 (WORDS & DESIGN)	6 12 20

<u>Reg. No./Serial No.</u>	<u>Trademark</u>	<u>International Class</u>
75-486208	HISTORIC OLD 66	6 12 20
1960737	POWERLINK	9 12
74-225664	THE C CORINTHIAN LINE	9 18
1848505	COBBS (WORDS & DESIGN)	9 11 12 16 20 21 28
1684481	OCTOPUS	21
73-724546	COBBS (WORDS & DESIGN)	9 12 16 20
1425602	GUIDE-TECH	9
1424696	GUIDE-TECH	9
73-385161	COBBS	9 12 16 20

SCHEDULE B

LIENS AND CLAIMS OF THIRD PARTIES

None

EXHIBIT A

ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT dated the ___ day of _____, 2000, from **Bell Automotive Products, Inc.**, a Delaware corporation (the "Assignor"), to **Deutsche Financial Services Corporation**, as agent for the Lenders (in such capacity, the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain for the benefit of the Lenders party to the February ___, 2000, Loan and Security Agreement among the Assignor, certain of its subsidiaries, the lenders from time to time party thereto (the "Lenders"), and the Assignee, as agent for the Lenders, all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee and the Lenders for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

Bell Automotive Products, Inc.

By: _____

Name: _____

Title: _____