

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



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

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Nomura Holding America Inc.

7-31-02

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Release of security interest
- Merger
- Change of Name

Execution Date: May 2, 2002

2. Name and address of receiving party(ies)

Name: Paisano Publications, Inc.

Internal Address: \_\_\_\_\_

Street Address: 28210 Dorothy Drive

City: Agoura Hills State: CA Zip: 91301

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State California
- Other \_\_\_\_\_

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)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I attached hereto

Additional number(s) attached  Yes  No

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

Name: Mark S. Dodge

Internal Address: \_\_\_\_\_

Street Address: 28210 Dorothy Drive

City: Agoura Hills State: CA Zip: 91301

6. Total number of applications and registrations involved:

33

7. Total fee (37 CFR 3.41).....\$840

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

RECEIVED  
JUL 21 11 00 AM '02  
FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

06/05/2002 TDIAZ1 00000086 1557422

01 FC:481  
02 FC:482

Mark S. Dodge

Name of Person Signing

Signature

July 22, 2002

Date

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

11

Mall documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

SCHEDULE I

<u>MARK</u>	<u>REGISTRATION #</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	2,233,738	United States
EASYRIDERS	2,216,269	United States
EASYRIDERS	2,213,600	United States
EASYRIDERS	2,214,502	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
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

# TERMINATION OF SECURITY AGREEMENT

## TRADEMARKS

This Agreement, dated as of May 2, 2002 (hereinafter "Release Agreement"), is by and between Paisano Publications, Inc., a California Corporation having offices at 28210 Dorothy Drive, Agoura Hills, California 91301-2693 (hereinafter "Paisano") and Nomura Holding America Inc., a Delaware corporation, having offices at 2 World Financial Center, Building B, New York, New York 10281-1198 (hereinafter "Nomura").

WHEREAS, Nomura and Paisano are parties to a certain Intellectual Property Security Agreement dated September 23, 1998 (hereinafter "Security Agreement"), whereby Paisano has provided certain Paisano assets, including, but not limited to its trademarks and copyrights as security (hereinafter collectively referred to as the "Trademarks") to Nomura in order to induce Nomura to enter into the Security Agreement with Paisano;

WHEREAS, Nomura has filed and recorded a security interest in the Trademarks with the United States Patent and Trademark Office; and

WHEREAS, the parties have concluded their business relationship and now wish to terminate the Security Agreement and release the security interest filed in the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successor and assigns, hereby agree as follows:

1. **Termination of Security Agreement.** The parties hereby agree and acknowledge that the Security Agreement is hereby terminated, effective immediately upon execution of this Release Agreement.
2. **Termination of Security Interest.** Nomura hereby terminates and releases any and all security interest rights in the Trademarks as set forth in Exhibit A attached hereto.
3. **Costs.** Paisano hereby covenants and agrees that it will be solely responsible for all costs and expenses relating to any fees, costs and expenses, including any and all attorney fees and costs incurred in the drafting and filing of the release of the security interest in the Trademarks.
4. **Time of Essence.** Time is of the essence in the performance of this Agreement.
5. **Choice of Law.** The parties agree that this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to such State's conflicts of laws rules.
6. **Headings.** Headings of clauses have been included for purposes of convenience only, and shall not affect the interpretation of this Agreement.
7. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns.

8. **Notices.** Any notice, demand or communication required, permitted, or desired to be given hereunder shall be deemed effectively given when personally delivered, when received by facsimile or other electronic means, when delivered by overnight courier, or five (5) days after being deposited in the United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

To Paisano: Paisano Publications, Inc.  
28210 Dorothy Drive  
Agoura Hills, California 91301-2693  
Attention: Mark S. Dodge, Esq.  
Fax No. (818) 889-4726

To Nomura: Nomura Holding America Inc.  
2 World Financial Center, Building B  
New York, New York 10281-1198  
Attention: Stuart Simon  
Fax No. (212) 667-1861

With a copy to: Jeffer, Mangels, Butler & Marmaro LLP  
2121 Avenue of the Stars, Tenth Floor  
Los Angeles, California 90067-5010  
Attention: John A. Graham, Esq.  
Fax No. (310) 712-8523

or to such other address or number, and to the attention of such other person, as any party may designate at any time in writing in conformity with these notice provisions.

9. **Severability.** If any provision of this Agreement is held or determined to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of the parties under this Agreement will not be materially and adversely affected thereby: such provision will be fully severable; this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof; the remaining provisions of this Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance here from; and, in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible.

10. **Effect.** Nothing contained herein or omitted herefrom is intended to waive, release, modify or alter any of the terms, rights, obligations or remedies as provided in the Asset Purchase Agreement, Compromise of Controversies and Mutual Release entered into between the parties dated April 3, 2002, all of which are expressly reserved.

11. **Waiver.** The waiver by any party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to constitute, a waiver of any subsequent breach of the same, or a breach or violation of any other provision hereof. All remedies, either under this Agreement, or by law or otherwise afforded, will be cumulative and not alternative.

12. **Counterparts/Amendment.** This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the

same instrument. This Agreement may not be amended, except in a written instrument executed by the parties hereto.

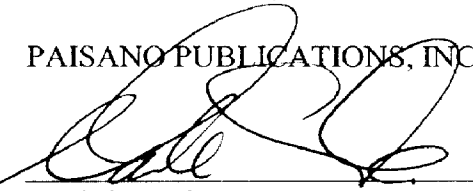
13. **Remedies.** No right or remedy herein is exclusive of any other right or remedy. Each and every rights and remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, and may be exercised from time to time as often as deemed expedient, separately or concurrently. The failure or delay of one party to insist in any one or more instances upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right, remedy or privilege herein conferred, shall not impair or be construed as thereafter waiving any such covenants, remedies, conditions or provisions, but every such terms, conditions and covenant shall continue and remain in full force and effect.

14. **Drafting.** No provision of this Agreement shall be interpreted for or against any party on the basis that such party was the draftsman of such provision, the parties having participated equally in the drafting hereof, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized officers, all as of the date and year first above written.

PAISANO PUBLICATIONS, INC.

NOMURA HOLDINGS AMERICA INC.



Mark S. Dodge  
General Counsel

By: Steven S. ...  
Its: ...

**EXHIBIT A**

<u>MARK</u>	<u>REGISTRATION #</u>	<u>COUNTRY</u>
AMERICAN RODDER	1,557,422	United States
AMRICAN 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
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EASYRIDERS	2,214,502	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
SUPERCYCLE	1,487,550	United States
TATTOO	1,558,627	United States
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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
BROS	TMA403,733	Canada
EASYRIDERS	1.549.217	Argentina
EASYRIDERS	1.549.218	Argentina
EASYRIDERS	1.657.935	Argentina
EASYRIDERS	A330,596	Australia
EASYRIDERS	TMA486,466	Canada
EASYRIDERS	TMA530,914	Canada
EASYRIDERS	880928	China
EASYRIDERS	00648-1980	Denmark
EASYRIDERS	1508090	France
EASYRIDERS	93477840	France
EASYRIDERS	94/500421	France
EASYRIDERS	1,001,118	Germany
EASYRIDERS	2105591	Germany
EASYRIDERS	B7588/96	Hong Kong
EASYRIDERS	379/97	Hong Kong



EASYRIDERS	7217/98	Hong Kong
EASYRIDERS	10453/98	Hong Kong
EASYRIDERS	7058/98	Hong Kong
EASYRIDERS	709924	Italy
EASYRIDERS	736062	Italy
EASYRIDERS	2722493	Japan
EASYRIDERS	1990959	Japan
EASYRIDERS	3295606	Japan
EASYRIDERS	4119161	Japan
EASYRIDERS	4127316	Japan
EASYRIDERS	2340224-2	Japan
EASYRIDERS	1916327	Japan
EASYRIDERS	4211020	Japan
EASYRIDERS	561874	Mexico
EASYRIDERS	561875	Mexico
EASYRIDERS	B126953	New Zealand
EASYRIDERS	1811380	Spain
EASYRIDERS	1811379	Spain
EASYRIDERS	180894	Sweden
EASYRIDERS	B1,109,370	United Kingdom
EASYRIDERS	1,342,290	United Kingdom
EASYRIDERS	1,398,622	United Kingdom
EASYRIDERS VQ	4106059	Japan
TATTOO (stylized)	483,608	Canada
TATTOO (stylized)	02198-1993	Denmark

TATTOO (design)	178681	European Community
TATTOO (stylized)	93455903	France
TATTOO (design)	92/411.742	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
VQ	671675	Mexico
VQ	630845	Mexico

<u>MARK</u>	<u>SERIAL/APPL. NO.</u>	<u>COUNTRY</u>
BIKER	39518618.8	Germany
EASYRIDERS	1919788	Argentina
EASYRIDERS	94122852	China
EASYRIDERS	9700108690	China
EASYRIDERS	9700108691	China
EASYRIDERS	9700108692	China
EASYRIDERS	178715	European Community
EASYRIDERS	09-101783	Japan
EASYRIDERS	287714	Mexico
EASYRIDERS	287716	Mexico
EASYRIDERS	309331	Mexico
EASYRIDERS	1541879	United Kingdom
EASYRIDERS	16.642-94	Venezuela

EASYRIDERS

16.643-94

Venezuela

TATTOO (stylized)

224185

New Zealand

VQ

39403124.5

Germany