

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tucker-Rocky Corporation, Inc.		10/25/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	LaSalle Bank National Association
Street Address:	30 South Meridian Street
Internal Address:	Suite 800
City:	Indianapolis
State/Country:	INDIANA
Postal Code:	46204
Entity Type:	Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 35

Property Type	Number	Word Mark
Registration Number:	1625607	BIKEMASTER
Serial Number:	76573668	
Registration Number:	2496626	BIKER'S CHOICE
Registration Number:	2513032	BIKER'S CHOICE
Registration Number:	2504974	BIKER'S CHOICE
Registration Number:	2993886	BIKER'S CHOICE
Registration Number:	2909754	BULLY LOCKS
Registration Number:	2353289	COLD PRO
Serial Number:	76624062	CONTOUR
Registration Number:	2449631	CORE COMP
Registration Number:	2848958	COVERMAX
Registration Number:	2590163	DOMINATOR GRIPS
Serial Number:	76643650	EPIC HELMETS

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Serial Number:	76643698	EPIC HELMETS
Registration Number:	1742329	FIRSTGEAR
Registration Number:	1747824	FIRSTGEAR
Registration Number:	2298025	HYDRO-CELL
Registration Number:	2065422	HYPERTEX
Registration Number:	2164211	KILIMANJARO
Registration Number:	2434226	LEATHER TEX
Registration Number:	2750969	HIGH PERFORMANCE LEATHER-TEX SPORT COLLECTION
Registration Number:	2356785	LITE-NING
Registration Number:	2002788	MS RACING
Registration Number:	2002789	MSR
Registration Number:	2316053	MUD PRO
Registration Number:	2722100	QB QUADBOSS
Serial Number:	75562433	RAGE
Serial Number:	76640038	RIVER ROAD
Registration Number:	2882590	SKID LID
Registration Number:	2312842	STYLE GLIDE
Registration Number:	2362996	THERMO GEAR
Registration Number:	1401312	THERMOLINER
Registration Number:	2205277	TR TUCKER ROCKY DISTRIBUTING
Registration Number:	2424453	UNDEROOST D'FLECTOR
Registration Number:	2513718	WORLD TOUR

CORRESPONDENCE DATA

Fax Number: (317)684-5173
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (317) 684-5000
Email: trademark@boselaw.com
Correspondent Name: Jennifer L. Day
Address Line 1: 135 N. Pennsylvania Street
Address Line 2: 2700 First Indiana Plaza
Address Line 4: Indianapolis, INDIANA 46204

ATTORNEY DOCKET NUMBER:	16185-0012
NAME OF SUBMITTER:	Jennifer L. Day
Signature:	/Jennifer L. Day/

Date:

10/27/2005

Total Attachments: 10

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PATENT AND TRADEMARK SECURITY AGREEMENT

THIS PATENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of October 25, 2005, by **TUCKER-ROCKY CORPORATION, INC.**, a Delaware corporation (the "Grantor"), in favor of **LASALLE BANK NATIONAL ASSOCIATION**, in its capacity as administrative agent for the Lenders (in such capacity, the "Administrative Agent").

RECITALS

A. The Grantor and/or its affiliates have entered into a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with various financial institutions and the Administrative Agent, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, Grantor and/or its affiliates.

B. The Grantor has entered into a Guaranty and Collateral Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement") with the Administrative Agent pursuant to which certain obligations owed to the Lenders are secured.

C. Pursuant to the Guaranty and Collateral Agreement, the Grantor is required to execute and deliver to the Administrative Agent, for the ratable benefit of the Lenders, this Agreement.

D. Pursuant to the terms of the Guaranty and Collateral Agreement, Grantor has granted to the Administrative Agent, for the benefit of the Lenders, a security interest in substantially all the assets of the Grantor, including all right, title and interest of the Grantor in, to and under all now owned and hereafter acquired patents, patent applications, patent licenses, trademarks, trademark applications and trademark licenses, and all products and proceeds thereof, to secure the payment of all amounts owing by the Grantor under the Credit Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement, the Grantor does hereby grant to the Agent, for the benefit of the Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each trademark and trademark application, including, without limitation, each trademark and trademark application referred to in Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (2) each trademark license, including, without limitation, each trademark license listed on Schedule 1 annexed hereto, together with all goodwill associated therewith;
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any trademark, including, without limitation, any trademark referred to in

Schedule 1 annexed hereto, any trademark issued pursuant to a trademark application referred to in Schedule 1 and any trademark licensed under any trademark license listed on Schedule 1 annexed hereto (items 1 through 3 being herein collectively referred to as the "Trademark Collateral");

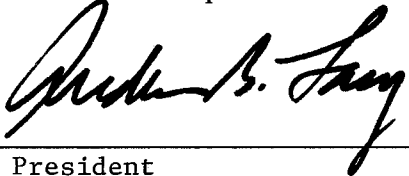

- (4) each patent and patent application, including, without limitation, each patent and patent application referred to in Schedule 2 annexed hereto, together with any reissues, continuations or extensions thereof and all goodwill associated therewith;
- (5) each patent license, including, without limitation, each patent license listed on Schedule 2 annexed hereto, together with all goodwill associated therewith;
- (6) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any patent, including, without limitation, any patent referred to in Schedule 2 annexed hereto, any patent issued pursuant to a patent application referred to in Schedule 2 and any patent licensed under any patent license listed on Schedule 2 annexed hereto (items 4 through 6 being herein collectively referred to as the "Patent Collateral").

This security interest is granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral and the Patent Collateral made and granted hereby are more fully set forth in the Credit Agreement and Guaranty and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. Capitalized terms used but not defined herein have the respective meanings ascribed thereto in the Guaranty and Collateral Agreement.

[signature page follows]

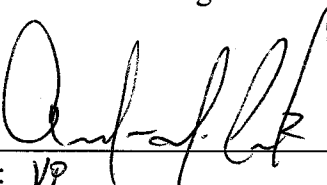
The Grantor has caused this Patent and Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the date first set forth above.

**TUCKER-ROCKY CORPORATION,
INC.,** a Delaware corporation

By:  
Title: President

Acknowledged:

LASALLE BANK NATIONAL ASSOCIATION,
as Administrative Agent

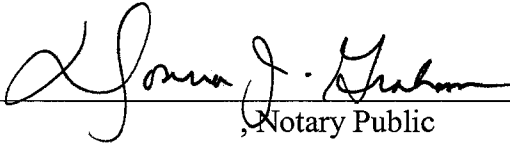
By: 
Title: VP

*Signature Page to Patent & Trademark
Security Agreement*

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

Before me, a Notary Public in and for said State and County, personally appeared Andre B. Lacy, the President of TUCKER-ROCKY CORPORATION, INC., who, being first duly sworn, acknowledged execution of the foregoing Copyright Security Agreement on behalf of such corporation.

WITNESS my hand and Notarial Seal this 24th day of October, 2005.



, Notary Public

My Commission Expires:

8/25/07








County of Residence:









Hendricks


DONNA J GRAHAM
NOTARY PUBLIC STATE OF INDIANA
HENDRICKS COUNTY
MY COMMISSION EXP. AUG. 25, 2007

SCHEDULE 1
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

COUNTRY	MARK	REG. NO./SERIAL NO.
United States		76/573668
United States	BIKEMASTER	1,625,607
United States	BIKER'S CHOICE	2,496,626
United States	BIKER'S CHOICE	2,513,032
United States		2,504,974
United States		2,993,886
United States		2,909,754
United States	COLD PRO	2,353,289
United States		76/624062
United States	CORE COMP	2,449,631
United States		2,848,958
United States	DOMINATOR GRIPS	2,590,163
United States		76/643650
United States		76/643698
United States	FIRSTGEAR	1,742,329




COUNTRY	MARK	REG. NO./SERIAL NO.
United States		1,747,824
United States	HYDRO-CELL	2,298,025
United States	HYPERTEX	2,065,422
United States	KILIMANJARO	2,164,211
United States	LEATHER TEX	2,434,226
United States		2,750,969
United States	LITE-NING	2,356,785
United States	MS RACING	2,002,788
United States	MSR	2,002,789
United States	MUD PRO	2,316,053
United States		2,722,100
United States	RAGE	75/562433
United States		76/640038
United States		2,882,590
United States		2,312,842
United States	THERMO GEAR	2,362,996
United States		1,401,312
United States		2,205,277

COUNTRY	MARK	REG. NO./SERIAL NO.
United States	UNDERROOST D'FLECTOR	2,424,453
United States		2,513,718

FOREIGN APPLICATIONS/REGISTRATIONS

COUNTRY	MARK	REG. NO./SERIAL NO.
Argentina		2509064
Argentina		2509065
Australia		986866
Brazil		826714676
Brazil		826714684
Brazil		826714714
Canada		1204731
Chile		718293
European Community		3642832
Mexico		870666

COUNTRY	MARK	REG. NO./SERIAL NO.
Mexico		857559
Mexico		858430
New Zealand		711335
South Africa		2004/06238
South Africa		2004/06239
Venezuela		6166-2004
Venezuela		6167-2004
European Community		001039247
European Community	BIKER'S CHOICE	001039205
Canada		(Not Yet Received)
Canada		(Not Yet Received)
Canada		TMA 624816
Japan	RAGE	4376043

COUNTRY	MARK	REG. NO./SERIAL NO.
European Community		975,805
European Union		1584366
Germany		2007094

SCHEDULE 2
to
PATENT AND TRADEMARK SECURITY AGREEMENT

Patents, Patent Applications and Patent Licenses

COUNTRY / PATENT NO.	TITLE
U.S. 5,845,336	Versatile all-weather ventilated and protective garment
U.S. 5,884,338	Garment with map access pocket system
U.S. 5,105,477	Garment with provision for arm ventilation
U.S. 5,115,516	Garment with neck covering
U.S. 4,608,715	Protective garment having variable ventilation entry and exit panels