

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

1. Name of conveying party(ies):
International Hot Rod Association, Inc.

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

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

2. Name and address of receiving party(ies)
Name: International Hot Rod Association, LLC
Address: 9 1/2 E. Main Street
Norwalk, Ohio 44857
Country: USA

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Limited Liability Corporation of Texas

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

Execution Date: February 21, 2001

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) and address(es) attached?
 Yes No

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

A. Trademark Application No.(s)

Additional numbers attached? _____

B. Trademark Registration No.(s)

0952432

Yes No

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

Name: Robert M. Wasnofski, Jr., Esq.
BAKER BOTTS LLP

Address: 30 Rockefeller Plaza
City: New York State: NY Zip: 10112

6. Total number of applications and registrations involved: 1

7. Total fee: \$100.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
02-4377
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature

To the best of my knowledge and belief, the foregoing instrumentation is true and correct and any attached copy is a true copy of the original document.

Robert M. Wasnofski, Jr., Esq.
Name of Person Signing

Robert M. Wasnofski, Jr.
Signature

March 27, 2001
Date

Total number of pages including cover sheet, attachments and document: 4

Trademark Assignment

This Trademark Assignment (the "*Assignment*"), is between INTERNATIONAL HOT ROD ASSOCIATION, INC. (the "*Assignor*"), a Delaware corporation, and INTERNATIONAL HOT ROD ASSOCIATION, LLC (the "*Assignee*"), a Texas limited liability corporation.

Background

Assignor is the owner of all right, title, and interest in the trademarks, service marks, and trade names used in connection with its operations (collectively, the "*Trademarks*"). Some, but not necessarily all, of those Trademarks are listed on the attached Exhibit A.

Assignor desires and intends to assign to Assignee the Trademarks and all other rights owned by Assignor in the Trademarks.

Assignee desires to acquire the Trademarks and all other rights owned by Assignor in the Trademarks.

Grant

In consideration of the covenants and agreements contained in this assignment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee the entire right, title, and interest to the Trademarks, including without limitation, all associated registrations and trademark applications, together with the goodwill of the business symbolized by the Trademarks, and the right to sue for, and collect, damages for past infringements of the Trademarks.

Assignor shall deliver to Assignee all files in its possession or in possession of its agents concerning the Trademarks, including all trademark prosecution, opposition, cancellation, and enforcement files.

Assignor covenants that it has the full right to convey the entire right, title, and interest in the Trademarks, and that it has not executed, and will not execute, any conflicting agreement. Assignor further covenants that it will sign all lawful papers, make all rightful declarations and/or oaths, and generally do what is necessary to enable Assignee, its successors, legal representatives, and assigns, to record and enforce this Assignment, and protect and enforce the Trademarks in all countries.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Assignment.

In witness of this Assignment, an authorized representative of Assignor has signed below.

INTERNATIONAL HOT ROD ASSOCIATION, INC.

By: [Signature]
Name: Bill Badex
Title: President
Date: 2/27/01

THE STATE OF Illinois
COUNTY OF Kendall

Before me, the undersigned, a notary public, on this day personally appeared Bill Badex, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of INTERNATIONAL HOT ROD ASSOCIATION, INC., a Delaware corporation, and that he has executed the same as the act of such corporation for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 27th day of February, 2001.

[Signature]
Notary Public Signature

(PERSONALIZED SEAL)

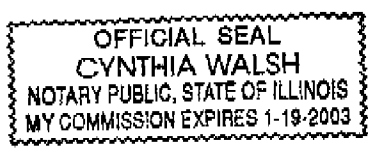


Exhibit A to Trademark Assignment

1. Federally registered trademarks:

Registration No	Registration Date	Trademark
0952432	January 30, 1973	IHRA INTERNATIONAL HOT ROD ASSOCIATION 