

03-30-2001



101626865

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 Effective Date
Month Day Year

Change of Name

Other

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

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

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

01/19/2001 DNGUYEN 00000151 2315630

01 FC:481
02 FC:482

40.00 OP
75.00 OP

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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: 002217 FRAME: 0873

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="2315630"/>	<input type="text" value="1250929"/>	<input type="text" value="1219696"/>
<input type="text" value="1227537"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<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.)

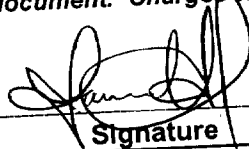
Deposit Account Number: #

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.

James Hsu



Name of Person Signing

01/17/2001

Date Signed

**INTELLECTUAL PROPERTY ASSIGNMENT
TRADEMARKS**

WHEREAS, Russell Industries, d/b/a Russell Performance Products, Inc., a California corporation having a place of business at 225 Fentress Blvd., Daytona Beach, Florida 32114 ("Seller"), is the owner of the United States trademark registrations listed on Exhibit A attached hereto and made a part hereof (collectively, the "Trademarks"); and

WHEREAS, John J. Robinson Jr. and McShane Group, Inc., a Maryland corporation, (jointly and severally referred to as "Receiver") have been appointed receiver of the assets and business of Russell Industries pursuant to a court order issued by Judge David A. Monaco in the Circuit Court, Seventh Judicial Circuit, in and for Volusia County, Florida (the "Court"), in the case styled Wells Fargo Business, Inc. v. David L. Russell and Russell Performance Products, Inc. et al., Case NO.2000-31789-CICI; and

WHEREAS, pursuant to the orders of the Court, Receiver has been duly authorized to conduct a sale of the assets of Seller to Edelbrock Corporation, a Delaware corporation having a place of business at 2700 California Street, Torrance, California 90503 ("Purchaser"); and

WHEREAS, pursuant to the terms and provisions of that certain Asset Purchase Agreement (the "Agreement"), dated as of December 21, 2000, by and among Purchaser, Seller, and Receiver, Seller and Receiver agreed to sell, convey, transfer and assign to Purchaser, and Purchaser has agreed to purchase and acquire from Seller and Receiver, the Trademarks, including the registrations therefor specifically identified in Exhibit A attached hereto, together with the right to recover for past infringement of the Trademarks and goodwill of the business

with which the Trademarks presently are used by Seller and which is symbolized by the Trademarks; and

WHEREAS, the execution and delivery by Seller and Receiver of this Intellectual Property Assignment ("Assignment") is a condition precedent to Purchaser's obligations to consummate the transactions contemplated by the Agreement.

NOW, THEREFORE, that, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Receiver hereby sell, transfer, convey and assign unto Purchaser Seller's entire right, title and interest in and to the Trademarks, all registrations for the Trademarks, including the registrations specifically identified in Exhibit A attached hereto, the right to recover for past infringement and unauthorized uses of the Trademarks, and the goodwill of the business in connection with which the Trademarks presently are used by Seller and which is symbolized by the Trademarks.

Seller hereby warrants to Purchaser that (a) it has full right, power and authority to convey the entire right, title and interest in the Trademarks assigned under this Assignment, (b) that it has not licensed, encumbered, mortgaged, pledged or granted a security interest in any of the Trademarks, and (c) it has not executed, and will not execute, any agreements or instruments in conflict with this Assignment.

Seller and Receiver shall use their best efforts to implement the provisions of this Assignment, and for such purpose Seller and/or Receiver, at the request of Purchaser, at or after the Closing (as defined in the Agreement), for a reasonable period of time, shall, without further consideration, promptly execute and deliver, or cause to be executed and delivered, to Purchaser

such further, assignments, documents or other instruments in addition to those required by this Assignment, in form and substance satisfactory to Purchaser, as Purchaser may reasonably deem necessary or desirable to cause this Assignment to be, become or remain valid and effective in accordance with its terms. Seller further agrees to cooperate in any action that Purchaser from time to time takes to evidence, establish, maintain, protect enforce or defend its rights under and to the Trademarks.

The parties hereto acknowledge and agree that except for the representations and warranties made by the Receiver in Section 5.3 of the Agreement, the Receiver's assignment herein shall be without representations and warranties. Purchaser shall not have recourse against Receiver except for a breach of a representation or warranty made in Section 5.3 of the Agreement.

This Assignment is made for and shall inure to the benefit of Purchaser and its successors and assigns.

IN WITNESS WHEREOF, Seller has caused its undersigned duly authorized officer to execute this Assignment on its behalf as of this 21st day of December, 2000.

Seller:

**RUSSELL INDUSTRIES
DBA RUSSELL PERFORMANCE
PRODUCTS, INC.**

By: 

Name: David L. Russell

Title: President - CEO


David L. Russell, individually

Receiver:

John J. Robinson Jr., individually and for
McShane Group, Inc.

Seller:

**RUSSELL INDUSTRIES
DBA RUSSELL PERFORMANCE
PRODUCTS, INC.**

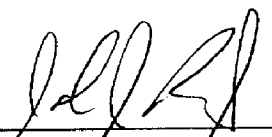
By: _____

Name: David L. Russell

Title: President – CEO

David L. Russell, individually

Receiver:



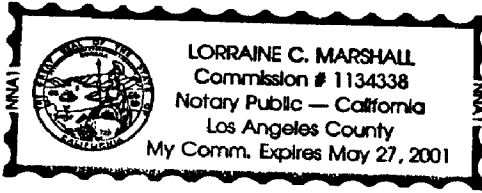
John J. Robinson Jr., individually and for
McShane Group, Inc.

Seller:

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

The foregoing instrument was sworn to and subscribed before me this 21st day of December, 2000, by **DAVID L. RUSSELL**, the President of **RUSSELL INDUSTRIES, d/b/a RUSSELL PERFORMANCE PRODUCTS, INC.**, a California corporation, on behalf of the Corporation. Mr. Russell is known to me or has produced his _____ driver's license as identification.



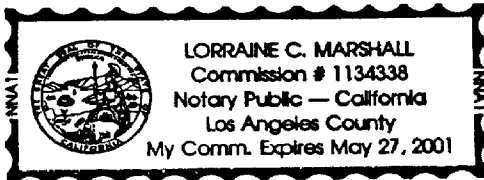
Lorraine C Marshall
Notary Public, State of California
Print Name: Lorraine C Marshall
My Commission Expires: May 27, 2001
My Commission Number is: 1134338

Seller:

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

The foregoing instrument was sworn to and subscribed before me this 21st day of December, 2000, by **DAVID L. RUSSELL**. Mr. Russell is known to me or has produced his _____ driver's license as identification.




Lorraine C Marshall
Notary Public, State of California
Print Name: Lorraine C Marshall
My Commission Expires: May 27, 2001
My Commission Number is: 1134338

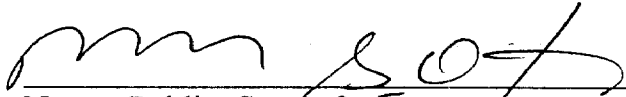
Receiver:

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was sworn to and subscribed before me this 21st December, 2000, by **JOHN J. ROBINSON, JR.** Mr. Robinson is known to me or has produced his _____ driver's license as identification.

 Michael S Orfinger
★ My Commission CC849741
Expires June 27, 2003



Notary Public, State of Florida

Print Name: Michael S. Orfinger

My Commission Expires: 6/27/03

My Commission Number is: CC849741

Receiver:

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was sworn to and subscribed before me this 21st day of December, 2000, by John J. Robinson Jr., the Principal of _____, **MCSHANE GROUP, INC.**, a Maryland corporation, on behalf of the Corporation. Mr. Robinson is known to me or has produced his _____ driver's license as identification.



Michael S Orfinger
My Commission CC849741
Expires June 27, 2003

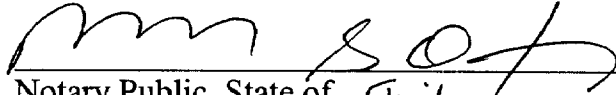

Notary Public, State of Florida
Print Name: Michael S. Orfinger
My Commission Expires: 6/27/03
My Commission Number is: CC849741

EXHIBIT A

**Trademark Interest
Russell Performance Products, Inc.**

Mark	Registration Number	Registration Date
Russell	2315630	February 8, 2000
Tube Seal	1250929	September 13, 1983
Tube-Lok	1219696	December 14, 1982
Cycleflex	1227537	February 15, 1983
Russell	Australian Application	N/A