

03-05-2003

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



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

Tab settings

102381072

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

1. Name of conveying party(ies):

Smittybilt, Inc.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: September 12, 2002

2. Name and address of receiving party(ies)

Name: Smittybilt Automotive Group, Inc.

Internal Address:

Street Address: 395 Smitty Way

City: Corona State: CA Zip: 92879

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State of 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)

SMITTYBILT 2,038,126 2/18/97

Additional number(s) attached Yes No

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

Name: Lewis Anten, Esq.

Internal Address:

Street Address: 16830 Ventura Boulevard Suite 411

City: Encino State: CA Zip: 91436

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

9. 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.

Lewis Anten Name of Person Signing

Signature

January 29, 2003 Date

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

3

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

TRADEMARK REEL: 002683 FRAME: 0896

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

I certify that on Feb. 10, 2003, which is the date I am signing this certificate, this correspondence and all identified attachments are being deposited with the United States Postal Service as U.S. Mail in an envelope addressed to: BOX POST REG; FEB; Assistant Commissioner of Trademarks, 2900 Crystal Drive, Arlington, VA 22202-3513.


ROSANNE BECKER

MARK: SMITTYBILT
REG. NO.: 2,038,126
INT. CLASS: 12

**POWER OF ATTORNEY AND REVOCATION OF
PREVIOUS POWERS OF ATTORNEY**

Box 5
Assistant Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

The undersigned is the owner by assignment of the above-identified trademark and the above-captioned registration of said trademark.

The undersigned revokes all powers of attorney previously granted in said application, and appoints LEWIS ANTEN, Reg. No. 26,604, of LEWIS ANTEN, A Professional Corporation, 16830 Ventura

Boulevard, Suite 411, Encino, California 91436, (Tel. 818/501-3535), attorneys at law, members of the Bar of the State of California, as attorneys, with full powers of substitution and revocation, to transact all business in the Patent and Trademark Office in connection with the above-identified trademark.

Smittybilt Automotive
Group, Inc.

By: 

Dean Lueck, President

Date: 2/8/03

ASSIGNMENT OF TRADEMARKS

WHEREAS, Smittybilt, Inc., a Delaware corporation ("Assignor"), has adopted, used, is using, and is the sole and exclusive owner of certain trademarks (the "Trademarks") that are registered in the United States Patent and Trademark Office (the "PTO"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement (the "Agreement") dated as of September 6, 2002, by and between Assignor and Smittybilt Automotive Group, Inc., a California corporation ("Assignee"), among others, Assignor has agreed to sell, and Assignee has agreed to purchase certain assets of Assignor, including the Trademarks and the registrations thereof, together with the goodwill associated therewith; and

WHEREAS, Assignee desires separate evidence and confirmation of the transfer of the Trademarks from Assignor, in a form suitable for recordation with the PTO.

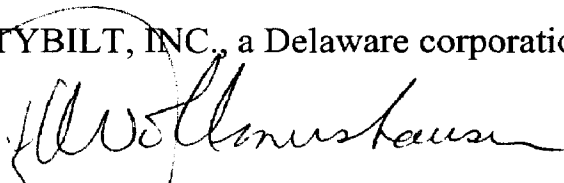
NOW, THEREFORE, in consideration of the parties' mutual covenants and agreements set forth in the Agreement and the consideration provided for therein, Assignor hereby transfers and assigns to Assignee all of Assignor's world wide right, title, and interest in and to the Trademarks, together with all of the goodwill associated therewith, and the registrations thereof, including all existing causes of action against third parties, if any, for past infringements of the Trademarks, for unfair competition with respect to the Trademarks and for any other cause or claim that might arise due to Assignor's or Assignee's rights in and to the Trademarks.. The Trademarks that are hereby and herewith transferred and assigned by Assignor to Assignee consist of the following:

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SMITTYBILT	2,038,126	2/18/97

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of the 12th day of September, 2002.

SMITTYBILT, INC., a Delaware corporation

By:

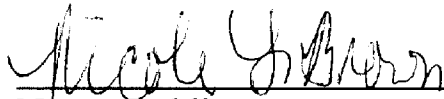


Dennis Veltmetshausen, President

STATE OF GEORGIA)
)ss.
COUNTY OF GWINETTE)

On Sept. 12, 2002, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jerris Vollmerhausen personally known to me, or proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

NICOLE L. BROWN
Notary Public, Barrow County, Georgia
My Commission Expires May 22, 2004