

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |
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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Polar Plastics Inc. | | 11/14/2003 | CORPORATION: DELAWARE |

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| RECEIVING PARTY DATA | |
| Name: | WinCup Holdings, Inc. |
| Street Address: | 980 West Buckeye Road |
| City: | Phoenix |
| State/Country: | ARIZONA |
| Postal Code: | 85043 |
| Entity Type: | CORPORATION: DELAWARE |

PROPERTY NUMBERS Total: 18

| Property Type | Number | Word Mark |
|----------------------|---------|------------------|
| Registration Number: | 2638421 | POLAR CLARUS |
| Registration Number: | 2665356 | CLARUS |
| Registration Number: | 2329344 | POLAR ALPHA |
| Registration Number: | 2367525 | POLARPAC |
| Registration Number: | 2330984 | POLAR AVALON |
| Registration Number: | 2330983 | POLAR EDEN |
| Registration Number: | 2318025 | POLARINFINITY |
| Registration Number: | 2320331 | POLAR PERFECTION |
| Registration Number: | 2257861 | ALPHA |
| Registration Number: | 2083426 | |
| Registration Number: | 2041995 | |
| Registration Number: | 2092046 | PRODIGY |
| Registration Number: | 1961995 | POLAR RX |
| Registration Number: | 1849789 | GRANDE |
| Registration Number: | 1817748 | PRO |

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|----------------------|---------|-----------|
| Registration Number: | 1846768 | POLAR-XL |
| Registration Number: | 1816921 | SIGNATURE |
| Registration Number: | 1818750 | MIDI |

CORRESPONDENCE DATA

Fax Number: (215)979-1020
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215.979.1255
Email: rosenthal@duanemorris.com
Correspondent Name: Robert E. Rosenthal, Esquire
Address Line 1: One Liberty Place
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7396

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|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | C8868-00199 |
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| NAME OF SUBMITTER: | Robert E. Rosenthal, Esquire |
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Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

This Assignment, effective November 14, 2003, between the undersigned, Polar Plastics Inc., a Delaware corporation, with an address of 300 Delaware Avenue, Suite 1704, Wilmington, DE 19801-1622 (the "Assignor"), and WinCup Holdings, Inc., a Delaware corporation having an address of 980 W. Buckeye Road, Phoenix, AZ 85043 (the "Assignee"), transfers and assigns from Assignor to Assignee, for the United States of America, its territories and possessions, all right, title, and interest in and to the marks and the U.S. registrations for the marks described in Schedule A attached hereto, and the goodwill of the business associated therewith (collectively, the "Trademarks").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest throughout the United States of America and its territories and possessions, in and to the Trademarks, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Trademarks, the applications and registrations thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Trademarks, for the use and behoof of Assignee and its successors, assigns or other legal representatives and to prosecute such applications and registrations in the United States Patent and Trademark Office.

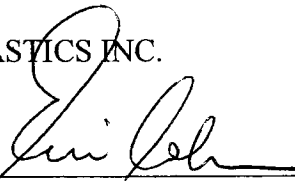
After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Trademarks, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Trademarks and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

IN WITNESS WHEREOF, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

POLAR PLASTICS INC.

Dated: November 14, 2003

By: 
Print Name: Eric Cohen
Title: CEO

STATE OF PENNSYLVANIA

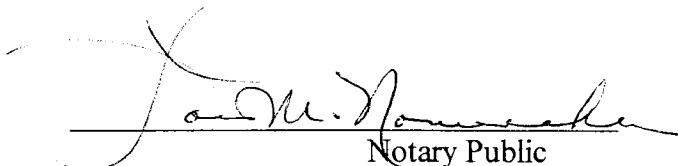
COUNTY OF Lehigh

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I, Lois M. Nonnemaker a Notary Public, in and for the State and County aforesaid, do hereby certify that on this 14th day of NOVEMBER, 2003, appeared before me, Eric Cohen, to me personally known, who, being by me duly sworn, did say that he/she is the CEO of Polar Plastics Inc, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors.

Subscribed and sworn to before me this 14th day of November, 2003.

[SEAL]


Notary Public

NOTARIAL SEAL
LOIS M. NONNEMAKER, Notary Public
City of Allentown, Lehigh County, PA
My Commission Expires Aug. 16, 2007

SCHEDULE A

U.S. Registered Trademarks

| <u>Mark</u> | <u>Application No.</u> | <u>Filing Date</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|--------------------|-------------------------------|---------------------------|--------------------------------|---------------------------------|
| POLAR CLARUS | 76/160,996 | 11-07-2000 | 2,638,421 | 10-22-2002 |
| CLARUS | 76/160,995 | 11-07-2000 | 2,665,356 | 12-24-2002 |
| POLAR ALPHA | 75/672,886 | 04-01-1999 | 2,329,344 | 03-14-2000 |
| POLARPAC | 75/500,748 | 06-11-1998 | 2,367,525 | 07-18-2000 |
| POLAR AVALON | 75/493,776 | 06-01-1998 | 2,330,984 | 03-21-2000 |
| POLAR EDEN | 75/493,775 | 06-01-1998 | 2,330,983 | 03-21-2000 |
| POLARINFINITY | 75/493,766 | 06-01-1998 | 2,318,025 | 02-15-2000 |
| POLAR PERFECTION | 75/472,399 | 04-21-1998 | 2,320,331 | 02-22-2000 |
| ALPHA | 75/337,619 | 08-07-1997 | 2,257,861 | 06-29-1999 |
| Design | 75/089,243 | 04-16-1996 | 2,083,426 | 07-29-1997 |
| Design | 75/089,242 | 04-16-1996 | 2,041,995 | 03-04-1997 |
| PRODIGY | 75/036,031 | 12-22-1995 | 2,092,046 | 08-26-1997 |
| POLAR RX | 74/664,566 | 04-24-1995 | 1,961,995 | 03-12-1996 |
| GRANDE | 74/395,355 | 05-27-1993 | 1,849,789 | 08-16-1994 |
| PRO | 74/387,750 | 05-07-1993 | 1,817,748 | 01-25-1994 |
| POLAR XL | 74/387,425 | 05-07-1993 | 1,846,768 | 07-26-1994 |
| SIGNATURE | 74/387,424 | 05-07-1993 | 1,816,921 | 01-18-1994 |
| MIDI | 74/387,400 | 05-07-1993 | 1,818,750 | 02-01-1994 |