

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AI Simmons Company, Inc.		12/17/2004	CORPORATION: CONNECTICUT
RECEIVING PARTY DATA			
Name:	Mustang Motorcycle Products, Inc.		
Street Address:	PO Box 29		
City:	Terryville		
State/Country:	CONNECTICUT		
Postal Code:	06786		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2162359	MUSTANG	
Registration Number:	1882054	MUSTANG	
CORRESPONDENCE DATA			
Fax Number:	(801)328-1707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	801.533.9800		
Email:	dtangren@wnlaw.com		
Correspondent Name:	Dana L. Tangren		
Address Line 1:	60 East South Temple		
Address Line 2:	1000 Eagle Gate Tower		
Address Line 4:	Salt Lake City, UTAH 84111		
NAME OF SUBMITTER:	Dana L. Tangren		
Signature:	/dana l. tangren, reg. no. 37,246/		
Date:	05/17/2005		

OP \$65.00 2162359

Total Attachments: 3
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TRADEMARK ASSIGNMENT

Whereas AL SIMMONS COMPANY, INC., a Connecticut corporation (the "ASSIGNOR"), is the owner of the entire right, title, and interest in and to the trademark "Mustang", including two registrations (Reg. No. 2162359 and No. 1882054) with the U.S. Patent and Trademark Office, together with the goodwill of the business represented and symbolized by the trademark as well as all registrations and applications filed in connection therewith (collectively, the "Mark").

Whereas Mustang Motorcycle Products, Inc., a Connecticut corporation (the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to the Mark, together with the goodwill of the business represented and symbolized by the Mark.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE all right, title and interest in and to the Mark, together with the goodwill of the business represented and symbolized by the Mark, all common law rights, and the right to register, renew, protect and defend said Mark and to sue for past infringements of said Mark.

The ASSIGNOR agrees to cooperate with ASSIGNEE in filing documents with the United States Patent & Trademark Office to obtain a recording of this Assignment in the United States Patent & Trademark Office. The ASSIGNOR further agrees to cooperate with ASSIGNEE in executing, and assisting ASSIGNEE in recording, such further documents, including additional assignments, as may be required by the law of any foreign country to convey the foregoing rights to ASSIGNEE.


This Trademark Assignment shall be effective as of December 17, 2004.

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IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their respective authorized officers effective as of the date first above written.

ASSIGNOR:

AL SIMMONS COMPANY, INC., a Connecticut corporation

By: 
Allen L. Simmons, President

ASSIGNEE:

MUSTANG MOTORCYCLE PRODUCTS, INC.,
a Connecticut corporation

By: _____
Thomas M. McGann, Senior Vice President

Trademark Assignment
Signature Page

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their respective authorized officers effective as of the date first above written.

ASSIGNOR:

AL SIMMONS COMPANY, INC., a Connecticut corporation

By: _____
Allen L. Simmons, President

ASSIGNEE:

MUSTANG MOTORCYCLE PRODUCTS, INC.,
a Connecticut corporation

By: T. M. McGann
Thomas M. McGann, Senior Vice President

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Signature Page