

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
Hayes Brake, L.L.C.		06/07/2005	limited liability company: DELAWARE
RECEIVING PARTY DATA			
Name:	HB Performance Systems, Inc.		
Street Address:	5800 West Donges Bay Road		
City:	Mequon		
State/Country:	WISCONSIN		
Postal Code:	53092		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76409144	HAYES BRAKE LLC HB	
Serial Number:	76409147	HB	
CORRESPONDENCE DATA			
Fax Number:	(203)975-7180		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	203-353-6834		
Email:	clondon@edwardsangell.com		
Correspondent Name:	Christina London		
Address Line 1:	301 Tresser Boulevard		
Address Line 4:	Stamford, CONNECTICUT 06901		
NAME OF SUBMITTER:	Christina London		
Signature:	/christina london/		
Date:	06/20/2005		

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Total Attachments: 4

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT is made as of the 7 day of June, 2005, between **Hayes Brake, L.L.C.**, a Delaware limited liability company having a principal place of business at 5800 West Donges Bay Road, Mequon, Wisconsin 53092-4429 (the "Assignor") and **HB Performance Systems, Inc.**, a Delaware corporation having a principal place of business at 5800 West Donges Bay Road, Mequon, WI 53092 (the "Assignee").

WHEREAS, the Assignor is the owner of the trademarks listed on Schedule A hereto (the "Trademarks").

WHEREAS, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby sell, assign, set over and transfer to the Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks and any and all United States Patent and Trademark Office registrations and applications therefor as set forth herein, together with the whole of the goodwill of the business pertaining thereto, the same and the rights of the Assignor to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, at common law and/or to the full end of the term or terms for which registration of the Trademarks may be granted or renewed, to the same extent as the Assignor would hold and enjoy if this Agreement and sale had not been made; together with all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into that would conflict with this assignment and sale. The Assignor further agrees to execute any and all applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such rights, and also agrees, at the request and expense of the Assignee, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignee, its successors and assigns, to obtain, maintain and enforce protection for said Trademarks in all countries.

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ASSIGNEE
HB Performance Systems, Inc.

By: _____

Name: Fraser A. Preston

Title: Secretary and Treasurer

ACKNOWLEDGMENT

STATE OF Rhode Island)
COUNTY OF Providence) ss:

On this ___ day of _____, 2005, Fraser A. Preston, the Secretary and Treasurer of HB Performance Systems, Inc., to me personally known, personally appeared before me and stated that the foregoing instrument was signed on behalf of such company pursuant to proper authority, and acknowledged the execution of the instrument as the free act and deed of the company.

Lou A Chabor

Notary Public

My Commission Expires: 10/17/05

[SEAL]

SCHEDULE A

Mark	Country	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
HAYES BRAKE LLC HB and Design	U.S.	76/409,144	5/16/2002	2,755,494	8/26/2003	
HB and Design	U.S.	76/409,147	5/16/2002	2,755,495	8/26/2003	