

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	06/10/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Motor Sports, LLC		06/10/2005	LTD LIAB JT ST CO: MISSOURI

RECEIVING PARTY DATA

Name:	Popcycle Motors, LLC
Street Address:	745 Goddard Drive
City:	Chesterfield
State/Country:	MISSOURI
Postal Code:	63017
Entity Type:	LTD LIAB JT ST CO: MISSOURI

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78346640	POPCYCLE
Serial Number:	78346646	POPCYCLE
Registration Number:	2553644	MUD SLINGERS

CORRESPONDENCE DATA

Fax Number: (636)405-5012
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 636-405-5005
 Email: Bill@Higleylawgroup.com
 Correspondent Name: The Higley Law Group, LLC
 Address Line 1: 300 First Executive Avenue,
 Address Line 2: Suite D
 Address Line 4: St. Peters, MISSOURI 63376

NAME OF SUBMITTER:	William Higley
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OP \$90.00 78346640

Signature:

/William Higley/

Date:

08/04/2005

Total Attachments: 2

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TRADEMARK ASSIGNMENT

WHEREAS, Motor Sports, LLC ("Motor Sports"), a Missouri corporation, owns certain rights, title and interest in and to the trademarks (hereinafter "the Marks") set forth on the attached Exhibit A;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Motor Sports does hereby assign and transfer to Popcycle Motors, LLC ("Assignee"), a Missouri limited liability company, a successor to the business of Motor Sports to which the Marks pertain as purchaser of certain assets of Motor Sports, its successors or assigns, its entire rights, title and interest in and to the Marks, including the goodwill symbolized by the Marks, and further including any and all rights and remedies based on past infringement of the Marks, the same to be held and enjoyed by Assignee, its successors and assigns had no assignment of the Marks been made.

For said consideration, Motor Sports agrees, upon the request of Assignee, to perform any affirmative acts and execute all documents necessary to obtain and maintain any and all such rights, title and interest and to ensure that the rights, title and interest assigned herein are properly vested in and transferred to Assignee.

IN WITNESS WHEREOF, the undersigned has executed and acknowledged, or caused its duly authorized representative to execute and acknowledge this Assignment.

Dated: June 10, 2005

MOTOR SPORTS, LLC

By: *Richard P. Proctor*
Richard P. Proctor, Manager

STATE OF MISSOURI)
)) SS.
COUNTY OF ST. LOUIS)

On this 10TH day of June, 2005, before me personally appeared Richard P. Proctor, to me personally known, who, being by me duly sworn, did say that he is the Manager of Motor Sports, LLC, a Missouri limited liability company, and acknowledged that he executed the foregoing Assignment on behalf of Motor Sports, LLC and pursuant to authority duly received.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

(SEAL)

Debbie Schaffer
Notary Public

My commission expires:
2-28-08

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EXHIBIT A

MOTOR SPORTS LLC

Trademark Applications & Registrations

<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>
MUD SLINGERS	USA	75/902183	2553644
MUD SLINGERS	Canada	1040976	TMA 549855
POPCYCLE	USA	78/346640	
POPCYCLE (stylized and with design)	USA	78/346646	

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