

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
TEAM CALIBER, INC.		09/08/2005	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	MOTORSPORTS AUTHENTICS, LLC		
Street Address:	6301 PERFORMANCE DRIVE SW		
City:	CONCORD		
State/Country:	NORTH CAROLINA		
Postal Code:	28027		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	75934149	TEAM CALIBER	
Serial Number:	75933201	TEAM CALIBER	
Serial Number:	75933200	TEAM CALIBER DIE CAST	
Serial Number:	78703025	PIT STOP	
Serial Number:	78703031	OWNERS SERIES	
Serial Number:	78703033	PREFERRED SERIES	
CORRESPONDENCE DATA			
Fax Number:	(704)339-3425		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-377-8125		
Email:	jhunter@rbh.com		
Correspondent Name:	Jayne C. Hunter		
Address Line 1:	101 North Tryon Street		
Address Line 2:	Suite 1900		
Address Line 4:	Charlotte, NORTH CAROLINA 28246		

OP \$165.00 75934149

ATTORNEY DOCKET NUMBER:	19175.00010
NAME OF SUBMITTER:	Jayne C. Hunter
Signature:	/Jayne C. Hunter/
Date:	06/15/2006
Total Attachments: 3 source=MOTORSPORTS AUTHENTICS assignment#page1.tif source=MOTORSPORTS AUTHENTICS assignment#page2.tif source=MOTORSPORTS AUTHENTICS assignment#page3.tif	

Execution

ASSIGNMENT OF INTELLECTUAL PROPERTY RIGHTS

KNOW ALL MEN OF THESE PRESENTS, that in accordance with the terms of the Asset Purchase Agreement dated September 8, 2005 (the "Agreement") by and among **MOTORSPORTS AUTHENTICS, LLC**, a Delaware limited liability company (the "Assignee"); **ROUSH CORPORATION d/b/a ROUSH RACING**, a Michigan corporation ("Roush"); and **TEAM CALIBER, INC.**, a Michigan corporation ("Assignor"), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee all of the Intellectual Property Rights included in the Purchased Assets, including without limitation, the registered trademarks and pending trademark applications set forth on Schedule 1 hereto, together with the goodwill associated therewith.

Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Agreement. Nothing contained in this Assignment of Intellectual Property Rights shall be deemed to modify, limit, amend or expand any of the rights of Assignor and Assignee under the Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed by its duly authorized officer as of this 9th day of September, 2005.

TEAM CALIBER, INC.

By: Jeffrey Smith

State of North Carolina)
County of Mecklenburg) ss:

The foregoing instrument was acknowledged before me this 9th day of September, 2005 by Jeffrey Smith the President of Team Caliber, Inc. on behalf of such corporation.

Amber M. Moore
Notary Public

My Commission Expires 3/4/2006



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Schedule 1

TRADEMARK	SERIAL NUMBER	REGISTRATION NUMBER (if applicable)
Little Crew	78485439	N/A
Cruz'n Classics	78485571	N/A
Team Caliber	75934149	2421505
Team Caliber	75933201	2425271
Team Caliber Die Cast	75933200	2465422
Pit Stop	78703025	Application pending
Owners Series	78703031	Application pending
Preferred Series	78703033	Application pending

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