

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	07/19/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ace Products, LLC		08/02/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Ace Industries LLC
Street Address:	320 Ace Road
City:	Lineville
State/Country:	ALABAMA
Postal Code:	36266
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	1792368	ACE-TUF
Registration Number:	0985352	ACE WHEEL PRODUCTS
Registration Number:	0998647	A
Registration Number:	1393962	HUSKY XL
Serial Number:	76383135	ACE PRODUCTS

CORRESPONDENCE DATA

Fax Number: (215)965-1210
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215.965.1241
 Email: agillespie@akingump.com
 Correspondent Name: Ned E. Barlas
 Address Line 1: 2005 Market Street
 Address Line 2: One Commerce Square, Suite 2200

CH \$140.00 1792368

Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER: 681247.0010

NAME OF SUBMITTER: Ned E. Barlas

Signature: /Ned E. Barlas/

Date: 08/03/2006

Total Attachments: 3
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is effective as of August 2, 2006.

WHEREAS, Ace Products, LLC, a Delaware limited liability company ("ASSIGNOR") sold certain of its assets including intellectual property to Ace Industries LLC ("Assignee") pursuant to a collateral acquisition agreement dated July 19, 2006 and an intellectual property assignment agreement dated July 19, 2006 and the Assignor and Assignee desire to further evidence and effectuate the assignment reflected in such documents including the transfer to Assignee of all right, title and interest in and to the trademarks and any trademark applications set forth on Schedule A hereto (the "Trademark Properties").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ASSIGNOR, ASSIGNOR hereby sells, assigns, transfers and conveys to ASSIGNEE, nunc pro tunc as of July 19, 2006:

ASSIGNOR's whole and entire right, title and interest in and to the Trademark Properties, for the territory of the United States and its possessions and territories and all foreign countries, along with all rights of priority created by said Trademark Properties under any treaty relating thereto, and all registrations and applications for registration for the foregoing and the rights to secure renewals and extensions therefor;

the right to sue for and collect the same for its own use and benefit or for the use and benefit of its legal representatives with respect to all past, present and future damages; and


all goodwill associated with the foregoing;

said Trademark Properties to be held and enjoyed by the above-named ASSIGNEE, for ASSIGNEE's own use and benefit, and for ASSIGNEE's legal representatives to the full end of the term or terms of the Trademark Properties rights, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this assignment and sale not been made; and for the aforesaid consideration ASSIGNOR hereby covenants, agrees and undertakes to execute, whenever requested by the above-named ASSIGNEE, assignments, lawful oaths, instruments and any other papers which ASSIGNEE may deem necessary or desirable for securing to ASSIGNEE or for maintaining for ASSIGNEE all patent rights in the Trademark Properties hereby assigned or agreed to be assigned; all without further compensation to the undersigned ASSIGNOR.

This Assignment shall be governed by and construed in accordance with the laws of the state of New York, U.S.A., without giving effect to the principles of conflicts of laws thereof.

IN WITNESS WHEREOF, ASSIGNOR has caused this Assignment to be duly executed as of the date first above written.

ACE PRODUCTS, LLC

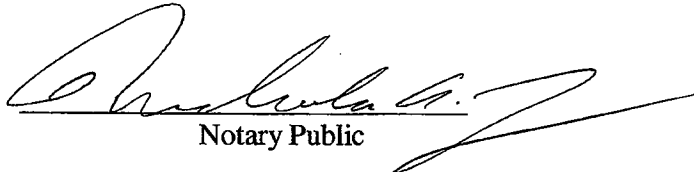
By: 
Robert Lass, Vice President

NOTARY ACKNOWLEDGMENT

STATE OF ILLINOIS :
: ss
COUNTY OF COOK :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 2nd day of August, 2006, personally appeared Robert Lass, who acknowledged to me that he is the Vice President of Ace Products, LLC, who executed the within Assignment of Trademarks on behalf of said Assignor and acknowledged to me that he executed the same for the purposes therein stated.




Notary Public

My Commission Expires:

SIGNATURE PAGE TO TRADEMARK ASSIGNMENT BY ACE PRODUCTS, LLC

**Schedule A
Trademark Properties**

	Trademark	Country Held	Number	Issue Date / Filing Date
1	ACE-TUF	U.S.	1,792,368	September 14, 1993
2	ACE with stylized A	U.S.	985,352	June 4, 1974
3	Wheel & Fender Design	U.S.	998,647	November 19, 1974
4	Husky XL	U.S.	1,393,962	May 20, 1986
5	Ace products & Design	U.S.	App. Ser. No. 76/383,135	Filed March 18, 2002
6	Ace with Stylized A	France	1,258,981	January 30, 1984
8	Ace with Stylized A	United Kingdom	1,120,143	September 5, 1979
9	Ace Design	Sweden	172,253	May 30, 1980

SCHEDULE A