

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignmnet		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Smittybilt Automotive Group, Inc.		07/11/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Textron Financila Corporation		
<b>Street Address:</b>	11575 Great Oaks Way,		
<b>Internal Address:</b>	Suite 210		
<b>City:</b>	Alpharetta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30022		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2038126	SMITTYBILT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-783-2700		
<b>Email:</b>	Oleh.Hereliuk@federalresearch.com		
<b>Correspondent Name:</b>	CBC Companies dba Federal Research		
<b>Address Line 1:</b>	1023 Fifteenth Street, NW, Ste 401		
<b>Address Line 2:</b>	attn: Oleh Hereliuk		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	365775		
<b>NAME OF SUBMITTER:</b>	Oleh Hereliuk		
<b>Signature:</b>	/oh/		

CH \$40.00 2038126

Date:

08/21/2006

Total Attachments: 4

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## BILL OF SALE

In consideration for the {credit} bid of \$2,200,000, in accordance with Section 9610 of the California Commercial Code, the undersigned hereby sells, assigns and transfers to the following (the "Buyer"): TEXTRON FINANCIAL CORPORATION

The following assets of Smittybilt Automotive Group, Inc. (collectively the "Debtor"): (1) Debtor's assets, including, without limitation, all of the following property and interests in property of Debtor, wherever located and whether now or hereafter existing or now owned or hereafter acquired or arising (collectively, the "Collateral"): (i) Receivables; (ii) Inventory; (iii) Equipment; (iv) Contract Rights; (v) General Intangibles; (vi) Investment Property; (vii) Proprietary Rights; (viii) each Deposit Account and all certificates of deposit maintained with a bank, savings and loan association, credit union or like organization, other than an account evidenced by a certificate of deposit that is an instrument under the UCC; (ix) goods and other property, whether or not delivered, (a) the sale or lease of which gives or purports to give rise to any Receivable, including, but not limited to, all merchandise returned or rejected by or repossessed from customers, or (b) securing any Receivable, including, without limitation, all rights as an unpaid vendor or lienor (including, without limitation, stoppage in transit, replevin and reclamation) with respect to such goods and other property; (x) all mortgages, deeds to secure debt and deeds of trust on real or personal property, guaranties, leases, security agreements, and other agreements and property which secure or relate to any Receivable or other Collateral, or are acquired for the purpose of securing and enforcing any item thereof; (xi) all documents of title, policies and certificates of insurance, securities, chattel paper and other documents and instruments; (xii) all other goods and personal property, whether tangible or intangible, wherever located, including money, letters of credit, and each Letter-of-credit right; (xiii) all files, correspondence, computer programs, tapes, discs and related data processing software which contain information identifying or pertaining to any of the Receivables, or any Account Debtor, or showing the amounts thereof or payments thereon or otherwise necessary or helpful in the realization thereon or the collection thereof; and (xiv) any and all products and proceeds of the foregoing (including, but not limited to, any claim to any item referred to in this definition, and any claim against any third party for loss of, damage to or destruction, of any or all of, the Collateral or for proceeds payable under, or unearned premiums with respect to, policies of insurance) in whatever form, including, but not limited to, cash, negotiable instruments and other instruments for the payment of money, chattel paper, security agreements and other documents.

As used herein, the following terms shall have the following meanings:

"Account or Accounts" means all now owned or hereafter acquired right, title and interest in all accounts, as such term is defined in the UCC, and any and all supporting obligations with respect to any of the foregoing.

“Account Debtor” means a Person to whom Debtor sells inventory, goods or services in the ordinary course of business, including without limitation, each Person who is obligated on a Receivable.

“Contract Rights” means any rights under contracts not yet earned by performance and not evidenced by an instrument or chattel paper.

“Deposit Account” has the meaning given to it in the UCC.

“Equipment” has the meaning given to it in the UCC.

“General Intangibles” has the meaning given to it in the UCC.

“Inventory” has the meaning given to it in the UCC.

“Investment Property” has the meaning given to it in the UCC.

“Letter-of-credit right” has the meaning given to it in the UCC.

“Person” means any individual, limited liability company, corporation, partnership, association, trust or unincorporated organization, or a government or any agency or political subdivision thereof.

“Proprietary Rights” means all of Debtor’s now owned and hereafter arising or acquired patents, patent applications, inventions and improvements, copyrights, copyright applications, literary rights, trademarks, trademark applications, trade names, trade secrets, service marks, data bases, computer software and software systems, including the source and object codes, information systems, discs, tapes, customer lists, telephone numbers, credit memoranda, goodwill, licenses, and other intangible property, and all other rights under any of the foregoing, all extensions, renewals, reissues, divisions, continuations, and continuations-in-part of any of the foregoing, all income, royalties, damages, claims and payments now or hereafter due and/or payable under or with respect thereto, including without limitation, damages and payments for past and future infringement thereof, and all rights to sue for past, present and future infringement of any of the foregoing and all rights corresponding to any of the foregoing throughout the world.

“Receivable” means and includes (a) any and all rights to the payment of money or other forms of consideration of any kind (whether classified under the UCC as Accounts, contract rights, chattel paper, general intangibles, or otherwise) including, but not limited to, Accounts, accounts receivable, letters of credit and the right to receive payment thereunder, chattel paper, tax refunds, insurance proceeds, Contract Rights, notes, drafts, instruments, documents, acceptances, and all other debts, obligations and liabilities in whatever form from any Person, (b) all guarantees, security and liens for payment thereof, (c) all goods, whether now owned or hereafter acquired, and whether sold, delivered, undelivered, in transit or returned, which may be represented by, or the sale or lease of which may have given rise to, any such right to payment or other debt, obligation or liability, and (d) all proceeds of any of the foregoing.

"Uniform Commercial Code" or "UCC" means the Uniform Commercial Code as in effect from time to time in the State of Rhode Island.

(2) All right, title and interest in the following commercial tort claim and the proceeds thereof: Smittybilt Automotive Group, Inc. and Dean Lueck v. Fortis Industries, Inc., John Delgado, Jason Korson, Henry Chwag and Does 1-25, inclusive, Superior Court of the State of California, County of Los Angeles, Case Number BC 308263..

The undersigned certifies that the Buyer was the successful bidder at the Public Foreclosure Sale of the Assets held on July 11, 2006.

**THE SALE OF THE COLLATERAL IS "AS IS", "WHERE IS", "WITH ALL FAULTS", WITHOUT WARRANTY AS TO TITLE, POSSESSION, QUIET ENJOYMENT, QUALITY, MERCHANTABILITY, NONINTERFERENCE, NON-INFRINGEMENT, USE, FITNESS FOR A PARTICULAR PURPOSE, OR THE LIKE OR ANY OTHER EXPRESS OR IMPLIED WARRANTIES, AND NO REPRESENTATION OR WARRANTY IS OR WILL BE MADE AS TO ANY OF THE COLLATERAL.**

**THIS SALE IS FURTHER SUBJECT TO** the Bid Procedures and Terms of Sale available at the sale.

Dated: July 11, 2006

TEXTRON FINANCIAL CORPORATION

By Howard J. Balaban  
Title Senior Vice President

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