

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Textron Financial Corporation		09/12/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Transamerican Auto Parts Company, LLC		
<b>Street Address:</b>	801 West Artesia Boulevard		
<b>City:</b>	Compton		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	90220		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: 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>	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(310) 207-3800		
<b>Email:</b>	dax_alvarez@bstz.com		
<b>Correspondent Name:</b>	Dax Alvarez		
<b>Address Line 1:</b>	12400 Wilshire Boulevard		
<b>Address Line 2:</b>	Seventh Floor		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90025-1030		
<b>ATTORNEY DOCKET NUMBER:</b>	085222.A005		
<b>NAME OF SUBMITTER:</b>	Dax Alvarez		
<b>Signature:</b>	/dax alvarez/		
<b>Date:</b>	09/13/2006		

CH \$40.00 2038126

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARK,  
FEDERAL TRADEMARK REGISTRATION AND DOMAIN NAMES**

WHEREAS, Textron Financial Corporation, a Delaware corporation having a place of business at 11575 Great Oaks Way, Suite 210, Alpharetta, Georgia 30222 ("Assignor") has acquired (i) the trademark SMITTYBILT and the goodwill of the business appurtenant to such mark (collectively, the "Mark") (ii) the Federal Trademark Registration No. 2,038,126 for the Mark (the "Registration") and (iii) the domain names [www.smittybilt.com](http://www.smittybilt.com), [www.smittybiltinc.com](http://www.smittybiltinc.com), and [www.gosmittty.com](http://www.gosmittty.com) (the "Domain Names"; the Mark, the Registration and the Domain Names are collectively referred to as the "IP");

WHEREAS, Transamerican Auto Parts Company, LLC, a Delaware limited liability company, having a place of business at 801 West Artesia Boulevard, Compton, California 90220 (Assignee"), is desirous of acquiring said IP; and

WHEREAS, in order to effectuate Assignor's assignment of its right, title and interest in and to the IP to Assignee, Assignor is executing this instrument of Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor does hereby sell, assign, convey and transfer unto Assignee, its successors, assigns and legal representatives, its right, title and interest in and to the IP the same to vest in Assignee.

Notwithstanding anything to the contrary herein, Assignor and Assignee are executing and delivering this Assignment of Trademark, Federal Trademark Registration and Domain Names (the "Assignment") in accordance with and subject to all of the terms and provisions of the Asset Purchase Agreement between them of substantially even date herewith (the Sale Agreement"), the terms of which shall survive the execution and delivery of this Assignment.

Except as specifically provided in Section 6.1 of the Sale Agreement, Assignee hereby acknowledges and agrees that Assignor neither makes nor has made any representations or warranties whatsoever, express or implied, with respect to any matter relating to the IP (including, without limitation, income to be derived or expenses to be incurred in connection with the IP, the value of the IP or any portion thereof, title to the IP or any portion thereof, what liens, security interests or encumbrances may exist and whether the same are valid or enforceable against the IP, the transferability of the IP, or any other matter or thing relating to the IP or any portion thereof), any and all of which are hereby waived and disclaimed by Assignee, except for the representations and warranties specifically provided in Section 6.1 of the Sale Agreement. Without in any way limiting the foregoing, except as specifically provided in Section 6.1 of the Sale Agreement, Assignor hereby disclaims all warranties (express or implied). Assignee has conducted an independent investigation of the title to the IP and all such other matters relating to or affecting the IP as Assignee deemed necessary or appropriate and Assignee is acquiring the IP, except for the representations and warranties specifically provided in Section 6.1 of the Sale Agreement, based solely upon such independent and investigation. Accordingly, Buyer agrees to accept and accepts the Sale Assets "AS IS" and "WITH ALL FAULTS", except for the representations and warranties specifically provided in Section 6.1 of the Sale Agreement.

This Assignment shall be governed by the internal laws (and not the conflicts of laws rules) of the State of California.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment with the United States Patent and Trademark Office and with any other agency, office or authority in any and all other jurisdictions and countries of the world, so as to establish Assignee as owner of record of the IP.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as of September 12, 2006.

TEXTRON FINANCIAL CORPORATION  
("ASSIGNOR")

By: Leonard J. Halagiu  
Name: LEONARD J. HALAGIU  
Title: SVP