

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
Transamerican Auto Parts Company, LLC		11/02/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Smittybilt Automotive Products, LLC		
Street Address:	801 West Artesia Boulevard		
City:	Compton		
State/Country:	CALIFORNIA		
Postal Code:	90220		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2038126	SMITTYBILT	
CORRESPONDENCE DATA			
Fax Number:	(310)820-5988		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(310) 207-3800		
Email:	dax_alvarez@bstz.com		
Correspondent Name:	Dax Alvarez		
Address Line 1:	12400 Wilshire Boulevard		
Address Line 2:	Seventh Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90025-1030		
ATTORNEY DOCKET NUMBER:	085222.A004		
NAME OF SUBMITTER:	Dax Alvarez		
Signature:	/dax alvarez/		

CH \$40.00 2038126

Date:

11/02/2006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARK

AND

THE UNITED STATES
REGISTRATION THEREOF

WHEREAS, Transamerican Auto Parts Company, LLC., a Delaware limited liability company having a place of business at 801 West Artesia Boulevard, Compton, California 90220 (“Assignor”), has acquired or adopted, and used, and thereby own all rights, title and interests in and to (i) the trademark SMITTYBILT for goods in International Class 12 and (ii) the United States Registration thereof, namely U.S Registration No 2,038,126 (hereinafter referred to as the “Mark,” and “Registration,” respectively), together with the goodwill of the business appurtenant to said Mark;

WHEREAS, Smittybilt Automotive Products, 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 Mark and Registration therefore; and

WHEREAS, in order to effectuate Assignor’s assignment of its entire rights, title and interest in and to the Mark and Registration and the goodwill appurtenant thereto, 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 full and entire rights, title and interests in and to the Mark and Registration, and the attendant goodwill symbolized by the Mark, the same to vest in Assignee, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Mark by other parties, which causes of action and claims arose prior to the date of execution hereof.

Assignor hereby agrees that Assignee shall have the right to record this instrument of assignment in the United States Patent and Trademark Office, so as to establish Assignee as owner of record of the Mark and Registration.

Assignor further agrees, at the request of Assignee and without charge or cost to Assignee, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms and intent of this Assignment; and (ii) fully cooperate with Assignee, as reasonably required, to enable Assignee to duly record this instrument of assignment with the United States Patent and Trademark Office, so that Assignee's ownership of the Mark and Registration is duly made of record.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed on the date indicated below.

Transamerican Auto Parts, LLC.
("Assignor")

Dated: 11/2/06

By: 

Name: Darren Marcus Salvin, Esq.

Title: Secretary-General Counsel

Transamerican Auto Parts Co.LLC