

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	10/28/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barjan Products, L.L.C.		10/28/2005	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Bell Automotive Products, Inc.
Street Address:	8388 E. Hartford Dr.
Internal Address:	Suite 102
City:	Scottsdale
State/Country:	ARIZONA
Postal Code:	85255
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	78673233	QUIK AIRE BY VICTOR

CORRESPONDENCE DATA

Fax Number: (214)661-4899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 214.953.6818
 Email: daltmdept@bakerbotts.com
 Correspondent Name: Valerie Verret
 Address Line 1: 2001 Ross Avenue
 Address Line 2: Suite 600
 Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Valerie Verret
Signature:	/Valerie Verret/

CH \$40.00 78673233

Date:

11/06/2006

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Trademark Assignment") is entered into as of October 28, 2005 (the "Effective Date") by and between Barjan Products, L.L.C., a Delaware limited liability company ("Assignor"), and Bell Automotive Products, Inc., a Delaware corporation ("Assignee"). This Trademark Assignment is being entered into pursuant to that certain Asset Purchase Agreement dated as of the Effective Date by and between Assignor and Assignee (the "Purchase Agreement").

FOR GOOD AND VALUABLE CONSIDERATION as recited in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date, Assignor hereby sells, transfers, assigns, conveys and delivers to Assignee, and its successors and assigns, all right, title, and interest that Assignor possesses and has the right to transfer in and to the registered trademarks, applications to register trademarks and common law trademarks listed on Schedule A attached hereto (which is incorporated into and made a part of this Trademark Assignment), as well as any and all common law rights that Assignor may have with respect thereto (collectively the "Trademarks"), together with all of the goodwill of the business symbolized thereby and all rights to sue and recover for any past, present or future infringement, dilution, damage or injury (and including the right to take over and continue any and all existing suits) to any of the foregoing and collect profits or damages with respect to same, the same to be held and enjoyed hereinafter by Assignee for its own use and for the use of its successors and assigns.

Assignor will, upon the reasonable request of Assignee, execute and deliver all such further instruments as may be required to transfer Assignor's rights to the Trademarks to Assignee.

In the event of any conflict or inconsistency between the terms of this Trademark Assignment and the terms of the Purchase Agreement, the terms of the Purchase Agreement will prevail. Nothing contained herein shall be deemed to alter, modify, expand or diminish the terms of the Purchase Agreement.

* * * * *

SCHEDULE A

Country	Reg. Number	Mark
U.S.	1,324,361	MR. SILENCER S & Design
U.S.	1,322,048	MR. SILENCER

Country	Reg. Number	Mark
U.S.	78/673,233	QUIK AIRE BY VICTOR & Design

COMMON LAW MARKS AND TRADE NAMES

EZ Seal
Monkey Grip
Monkey Grip, Inc.
Victor
Victor Products
Victor Products, Inc.
Victor Automotive
Victor Automotive Products