

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

ASC Incorporated

- Individual(s)
- General Partnership
- Corporation-State: Michigan
- Other _____

- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional name of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Yes

Additional names, addresses, or citizenship attached? No

Name: Specialty Vehicle Acquisition Corp.

Internal

Address: _____

Street Address: 1880 Century Park East, Suite 900

City: Los Angeles

State: CA

Country: USA

Zip: 90067

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship Delaware
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s):

Execution Date(s) June 28, 2007

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

78/537,235
78/350,548
78/350,618

B. Trademark Registration No.(s)

<u>1,552,772</u>	<u>1,108,921</u>
<u>1,552,773</u>	<u>1,531,870</u>
<u>2,964,010</u>	<u>1,984,943</u>
<u>2,964,011</u>	<u>1,988,618</u>
<u>3,082,684</u>	<u>2,023,944</u>
<u>1,444,696</u>	<u>3,048,692</u>
<u>1,747,462</u>	<u>3,040,099</u>
<u>1,115,595</u>	<u>3,102,972</u>
<u>1,103,019</u>	<u>2,937,955</u>

Additional sheet(s) attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Monte L. Falcoff

Company: Harness, Dickey & Pierce, P.L.C.

Street Address: 5445 Corporate Drive

City: Troy

State: MI

Zip: 48098

Phone Number: (248) 641-1600

Fax Number: (248) 641-0270

Email Address: docketingtm@hdp.com

6. Total number of applications and registrations involved:

21

7. Total fee (37 CFR 2.6(b)(6) & 3.41)

\$ 840

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

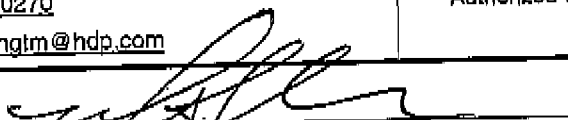
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 08-0750

Authorized User Name Harness, Dickey & Pierce, P.L.C.

9. Signature :



Signature

Monte L. Falcoff

Name of Person Signing

July 17, 2007

Date

Total number of pages including cover sheet, attachments, and document.

CH \$540.00 080750 78537235

EXECUTION COPY

TRADEMARK ASSIGNMENT

In consideration of the payment by ASSIGNEE to ASSIGNOR of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNOR: **ASC Incorporated**, a Michigan Corporation, having a place of business at One ASC Center, Southgate, Michigan 48195, hereby sells, assigns and transfers to ASSIGNEE: **Specialty Vehicle Acquisition Corp.**, having a place of business at 1880 Century Park East, Suite 900, Los Angeles California 90067 and the successors, assigns and legal representatives of the ASSIGNEE:

- (a) the entire right, title and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all of the following trademark and service mark registrations and applications, including all common law rights and goodwill associated therewith, which are found in the attached Schedule A and any legal equivalent thereof in a foreign country (collectively, the "**Solely Owned Trademarks**"), including the right to collect past, present and future damages therefor; and
- (b) ASSIGNOR's entire right, title and interest for the United States and its territorial possessions and in all foreign countries in and to, any and all of the following trademark and service mark registrations and applications, including all common law rights and goodwill associated therewith, which are found in the attached Schedule B and any legal equivalent thereof in a foreign country (collectively, the "**Jointly Owned Trademarks**" and, collectively with the Jointly Owned Trademarks, the "**Trademarks**"), including the right to collect past, present and future damages therefor.

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to the Trademarks as may be known and accessible to ASSIGNOR and will testify as to the same in any opposition, cancellation, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE, its successors, assigns and legal representatives, any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce the Trademarks. This Assignment and its covenants shall be binding upon ASSIGNOR'S successors, assigns, heirs, and legal representatives, and shall inure for the benefit of ASSIGNEE and its successors and assigns. If further assignment or transfer is deemed necessary by ASSIGNEE to establish, perfect or defend its rights acquired hereunder, ASSIGNOR hereby appoints ASSIGNEE as its attorney in fact, with full power of substitution, on behalf of ASSIGNOR and for the benefit of ASSIGNEE, to execute all documents, to demand and receive any and all of the Trademarks, to give receipts and releases for and in respect of the Trademarks, to institute and prosecute in the name of ASSIGNOR any proceedings at law, in equity, or otherwise, and to take any other action ASSIGNEE deems necessary or desirable to establish, perfect or defend its rights acquired hereunder.

Neither the making nor the acceptance of this Assignment shall restrict, impair, reduce, expand or otherwise modify the terms of the Acquisition Agreement between ASSIGNEE and ASSIGNOR dated May 1, 2007 (as amended through the date hereof, the "Acquisition Agreement") or constitute a waiver or release by ASSIGNOR or ASSIGNEE of any liabilities, duties or obligations imposed upon any of them by the terms of the Acquisition Agreement including, without limitation, the representations and warranties and other provisions thereof. The covenants, representations and warranties of ASSIGNOR and ASSIGNEE set forth in the

TRADEMARK

REEL: 003583 FRAME: 0411

EXECUTION COPY

Acquisition Agreement will survive the execution and delivery of this Assignment and are subject to the limitations and restrictions set forth in the Acquisition Agreement.

ASSIGNOR hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record ASSIGNEE as the owner of the Trademarks and to issue to ASSIGNEE, in lieu of ASSIGNOR, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

This Assignment shall be construed and enforced in accordance with the laws of the State of New York without regard to the conflict or choice of law rules of New York or any other jurisdiction.

This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of ASSIGNOR and ASSIGNEE.

If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

IN WITNESS WHEREOF, ASSIGNOR AND ASSIGNEE, by their duly authorized officers, agree to the foregoing terms and provisions:


"Assignor"

"Assignee"

ASC INCORPORATED

SPECIALTY VEHICLE ACQUISITION CORP.

By: _____
Printed Name: _____
Title: _____
Date: _____

By: 
Printed Name: KEVIN LISTON
Title: PRESIDENT
Date: JUNE 28, 2007

EXECUTION COPY

As to ASC INCORPORATED

State of _____
County of _____ } ss

On this ____ day of _____, before me personally appeared _____ of ASC INCORPORATED., who executed the foregoing TRADEMARK ASSIGNMENT and who acknowledged to me that he/she executed the same of his/her own free will for the purpose therein set forth.

By: _____
Name: _____
Title: Notary Public
My Commission Expires: _____

As to SPECIALTY VEHICLE ACQUISITION CORP.

State of CALIFORNIA
County of LOS ANGELES } ss

On this 29th day of JUNE, 2007, before me personally appeared KEVIN LESTER of SPECIALTY VEHICLE ACQUISITION CORP., who executed the foregoing TRADEMARK ASSIGNMENT and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.



By: [Signature]
Name: ORN H. LOWE JR.
Title: Notary Public
My Commission Expires: 02/26/2010

06/28/2007 10:08 IFAX FAXROOM@DBR.COM
Jun. 28. 2007 10:05AM Comerica Bank

+ Fax Center No. 8742 P. 2
 002/005

EXECUTION COPY

Acquisition Agreement will survive the execution and delivery of this Assignment and are subject to the limitations and restrictions set forth in the Acquisition Agreement.

ASSIGNOR hereby authorizes and requests the Commissioner of the United States Patent and Trademark Office and the empowered officials of all other governments, and the diverse registrars, commissioners and other official authorities charged with the registration and issuance of trademarks in the various affected jurisdictions to record ASSIGNEE as the owner of the Trademarks and to Issue to ASSIGNEE, in lieu of ASSIGNOR, in accordance with this instrument, all future certificates, notices and any other communications and documents bearing on the Trademarks.

This Assignment shall be construed and enforced in accordance with the laws of the State of New York without regard to the conflict or choice of law rules of New York or any other jurisdiction.

This Assignment may be executed in two or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. This Assignment cannot be amended without a writing signed by each of ASSIGNOR and ASSIGNEE.

If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in a manner adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

IN WITNESS WHEREOF, ASSIGNOR AND ASSIGNEE, by their duly authorized officers, agree to the foregoing terms and provisions:

"Assignor"

ASC INCORPORATED

By: *Paul B. Wilbur*
Printed Name: PAUL B. WILBUR
Title: PRESIDENT & CEO
Date: JUNE 28, 2007

"Assignee"

SPECIALTY VEHICLE ACQUISITION CORP.

By: _____
Printed Name: _____
Title: _____
Date: _____

08/28/2007 10:06 IFAX FAXROOM@DOR.COM
Jun. 28. 2007 10:05AM Comerica Bank

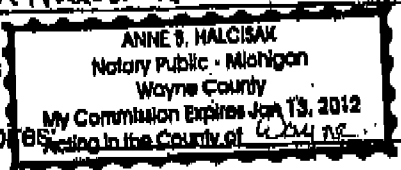
Fax Center No. 8742 P. 3
008/005

EXECUTION COPY

As to ASC INCORPORATED

State of MICHIGAN
County of WAYNE } ss

On this 28 day of June, 2007, before me personally appeared Paul B Wilbur of ASC INCORPORATED., who executed the foregoing TRADEMARK ASSIGNMENT and who acknowledged to me that he/she executed the same of his/her own free will for the purpose therein set forth.

By: Anne S. Halczak
Name: _____
Title: Notary Public
My Commission Expires _____


As to SPECIALTY VEHICLE ACQUISITION CORP.

State of _____
County of _____ } ss

On this _____ day of _____, before me personally appeared _____ of SPECIALTY VEHICLE ACQUISITION CORP., who executed the foregoing TRADEMARK ASSIGNMENT and who acknowledged to me that he executed the same of his own free will for the purpose therein set forth.

By: _____
Name: _____
Title: Notary Public
My Commission Expires: _____

EXECUTION COPY

SCHEDULE A
TO
TRADEMARK ASSIGNMENT

UNITED STATES

HDP Case ID	Serial/Registration Number	Mark
5362-200294/US	1,552,772	800 VSS
5362-200296/US	1,552,773	950 VSS
5362-200502/US	2,964,010	BRINGING NEW CARS TO LIFE. ADDING NEW LIFE TO CARS.
5362-200503/US	2,964,011	BRINGING NEW CARS TO LIFE. ADDING NEW LIFE TO CARS.
5362-200530/US	78/537,235	XPANSE
5362-200536/US	3,082,684	HELIOS
5362-200241/US	1,444,696	AMERICAN SUNROOF COMPANY
5362-200339/US	1,747,462	AUTOMOBILE SPECIALTY COMPANY
5362-200101/US	1,115,595	CHARISMA (Stylized)
5362-200102/US	1,103,019	CHARISMA
5362-200109/US	1,108,921	WHERE IDEAS BECOME REALITY
5362-200253/US	1,531,870	VISION
5362-200391/US	1,984,943	ASC
5362-200401/US	1,988,618	ASC
5362-200407/US	2,023,944	ASC
5362-200494/US	78/350,548	AMERICAN SPECIALTY CARS
5362-200495/US	3,048,692	AMERICAN SPECIALTY CARS
5362-200496/US	3,040,099	AMERICAN SPECIALTY CARS
5362-200497/US	78/350,618	ASC (Stylized)
5362-200498/US	3,102,972	ASC (Stylized)
5362-200499/US	2,937,955	ASC (Stylized)

FOREIGN COUNTRIES (BR = Brazil, CA = Canada, DE = Germany, EM = European Community, FR = France, GB = Great Britain, IT = Italy, JP = Japan, KR = Korea, MX = Mexico)

HDP Case ID / Foreign Country	Serial/Registration Number	Mark
5362-300208/DE	1,147,346	SKYMATE
5362-300294/DE	1,145,739	ASC 800 VSS
5362-200241/DE	1,155,351	AMERICAN SUNROOF COMPANY
5362-300183/DE	1,076,538	ASC & Design

TRADEMARK

RECORDED: 07/17/2007

REEL: 003583 FRAME: 0416