

**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>
Asher Ansel Kalem		08/24/2007	INDIVIDUAL:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Cycle Gear, Inc.		
<b>Street Address:</b>	4705 Industrial Way		
<b>City:</b>	Benicia		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94510		
<b>Entity Type:</b>	CORPORATION:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2621844	STREETSTEEL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)369-9665		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4153699660		
<b>Email:</b>	lmiller@vierramagen.com		
<b>Correspondent Name:</b>	Richard A. Nebb, Esq.		
<b>Address Line 1:</b>	575 Market Street, Suite 2500		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	CYGR-01008US0		
<b>NAME OF SUBMITTER:</b>	Richard A. Nebb		
<b>Signature:</b>	/Richard A. Nebb/		
<b>Date:</b>	09/04/2007		

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Total Attachments: 1  
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ASSIGNMENT OF U.S. TRADEMARK

WHEREAS, Asher Ansel Kalem, an individual residing at 11111-70 San Jose Blvd., Jacksonville, Florida, USA 32223 ("Assignor"), is the owner of U.S. Trademark Registration No. 2,621,844 for the mark STREETSTEEL ("the Registration");

WHEREAS, Cycle Gear, Inc., a corporation duly organized and existing under the laws of the state of California, with its principal place of business at 4705 Industrial Way, Benicia, California, USA 94510, ("Assignee"), desires to acquire all of Assignor's right, title and interest in and to the registration identified above;

NOW, THEREFORE, for and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby irrevocably sell, assign, transfer and convey to Assignee, and Assignee does hereby accept from Assignor, all of Assignor's right, title and interest in and to the Registration, including without limitation the goodwill represented by the mark and all rights to any actions, causes of action or claims with respect to infringement prior to or pending as of the date of this Assignment.

The United States Patent and Trademark Office is authorized to deliver to Assignee and Assignee's attorneys, agents, successors or assigns, all official documents and communications as may be warranted by this Assignment or otherwise related to this application.

Assignor and its successors and assigns shall execute and deliver to Assignee any further documents or instruments and shall do any and all further acts which may be necessary to effect the foregoing assignment or the recordation or perfection thereof.

Assignor:

ASHER ANSEL KALEM

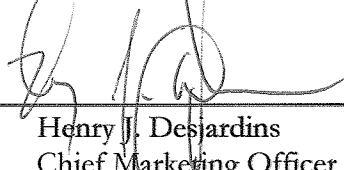
Date: 8/24/07

  
\_\_\_\_\_  
Asher Ansel Kalem

Assignee:

CYCLE GEAR, INC.

Date: 8/28/07

  
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Henry J. Desjardins  
Chief Marketing Officer