

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|---------------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| American Products Company | | 02/21/2007 | CORPORATION: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | Pilot Automotive, Inc. | | |
| Street Address: | 768 S. Turnbull Canyon Rd., | | |
| City: | City of Industry | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91745 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2499197 | AMERICAN PRODUCTS COMPANY | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (909)948-5903 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 626-589-7327 | | |
| Email: | tmregistered@gmail.com | | |
| Correspondent Name: | Pilot Automotives, Inc. | | |
| Address Line 1: | 768 S. Turnbull Canyon Rd., | | |
| Address Line 4: | City of Industry, CALIFORNIA 91745 | | |
| ATTORNEY DOCKET NUMBER: | T227-PAI 10/15/07 | | |
| NAME OF SUBMITTER: | Michael Du | | |
| Signature: | /michaeldu/ | | |
| Date: | 10/15/2007 | | |

OP \$40.00 2499197

Total Attachments: 3

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GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("Assignment") is made this 21st day of February, 2007, by and between American Products Company, Inc., a California corporation ("Assignor"), and Pilot Automotive, Inc., a California corporation ("Assignee").

RECITALS

Assignor and Assignee are parties to that certain Asset Purchase Agreement dated as of February 21, 2007 (the "Purchase Agreement"), respecting the sale of certain "Purchased Assets" (as described and defined in the Purchase Agreement).

Under the Purchase Agreement, Assignor is obligated to assign any and all of its right, title and interest in the Intellectual Property (as described and defined in the Purchase Agreement) to the extent assignable, to Assignee.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Capitalized terms used herein but not otherwise defined shall have the same meanings as in the Purchase Agreement.
2. To the extent assignable, Assignor assigns, sells, transfers, conveys, and delivers to Assignee all of Assignor's right, title and interest in and to the Intellectual Property, provided, that Assignor shall retain the right to use its corporate name "American Products Company, Inc." for the limited purposes set forth in the Purchase Agreement; and provided further, that such assignment, sale, and transfer shall not include any rights or claims arising prior to the date hereof which Assignor may have against any party with respect to the Intellectual Property.
3. In the event of the bringing of any action or suit by a party hereto against another party hereunder by reason of any breach of any of the covenants, conditions, agreements, or provisions on the part of the other party arising out of this Assignment, the prevailing party shall be entitled to have and recover from the other party all costs and expenses of the action or suit, including reasonable attorneys' fees.
4. This Assignment shall be binding upon and inure to the benefit of the heirs, legal representatives, successors, and assigns of the parties hereto.
5. This Assignment shall be governed by and construed in accordance with the laws of the State of California.
6. This Assignment may be signed in any number of counterparts and by different parties in separate counterparts, each of which will be deemed an original instrument, but all of which together will constitute one agreement. Either party may deliver an executed copy of this Assignment by facsimile or electronic mail transmission to the other party, and such delivery

Exhibit "B"

TRADEMARK
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will have the same force and effect as any other delivery of a manually signed copy of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment as of the day and year first above written.

ASSIGNEE:

PILOT AUTOMOTIVE, INC., a California corporation

By: 

Name:

Glyn S. Alario

Title:

President.

ASSIGNOR:

AMERICAN PRODUCTS COMPANY, INC., a California corporation

By: 

Anne J. Alario

Chief Financial Officer

Exhibit "B"

TRADEMARK
REEL: 003640 FRAME: 0419

Schedule 2.1(b)

TRADEMARKS

APC

American Products Company

Hoochie Wear

Next Generation

Performance Style Attitude

Retro 3D Series

Speed/GLO

The Truck Stops Here

TubeWorks