

10-30-2007



IT

103457413

To the Director of the U. S. Patent

documents or the new address(es) below.

1. Name of conveying party(ies):

J&D Lewis Living Trust dated August 12, 1998

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation- State: _____
- Other Trust

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

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

Execution Date(s) October 23, 2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bobit Business Media, Inc.

Internal

Address: _____

Street Address: 3520 Challenger Street

City: Torrance

State: CA

Country: U.S.A. Zip: 90503

- 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)

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

A. Trademark Application No.(s) OCT 26 2007

B. Trademark Registration No.(s) 3,046,560

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attached Page

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

Name: Rajnish Puri

Internal Address: Clark & Trevithick

Street Address: 800 Wilshire Blvd.

12th Floor

City: Los Angeles

State: CA Zip: 90017

Phone Number: 213 629 5700

Fax Number: 213 624 9441

Email Address: rpuri@clarktrev.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- 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 _____

Authorized User Name _____

9. Signature:

[Signature]

October 25, 2007

Signature

Date

Rajnish Puri

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 1

① of ⑤

RECORDED
10/29/2007 11:10:12
0000111000000
3046560
40.00 DP
10/29/2007 11:10:12
01

CONTINUATION OF ITEM 4

Int. Cls.: 16 and 35

Prior U.S. Cls.: 2, 5, 22, 23, 29, 37, 38, 50, 100, 101, and 102

United States Patent and Trademark Office

Reg. No. 3,046,560

Registered Jan. 17, 2006

TRADEMARK
SERVICE MARK
PRINCIPAL REGISTER



TRUSTEE OF THE J & D LEWIS LIVING TRUST
(CALIFORNIA TRUST)
1370 BREA BOULEVARD, SUITE 240
FULLERTON, CA 92835

FIRST USE 4-0-2002; IN COMMERCE 4-0-2002.

FOR: PRINTED MATTER, NAMELY, BUYER'S
GUIDES, BROCHURES, INFORMATIONAL FLY-
ERS, PAMPHLETS, NEWSLETTERS AND LEAF-
LETS IN THE AUTOMOTIVE FIELD, IN CLASS 16
(U.S. CLS. 2, 5, 22, 23, 29, 37, 38 AND 50).

OWNER OF U.S. REG. NO. 2,334,220.

NO CLAIM IS MADE TO THE EXCLUSIVE
RIGHT TO USE "HOTROD & RESTORATION",
APART FROM THE MARK AS SHOWN.

FIRST USE 4-0-2002; IN COMMERCE 4-0-2002.

SN 76-386,684, FILED 3-25-2002.

FOR: ORGANIZING AND CONDUCTING TRA-
DESHOWS IN THE AUTOMOTIVE FIELD, IN
CLASS 35 (U.S. CLS. 100, 101 AND 102).

MARY I. SPARROW, EXAMINING ATTORNEY

(2) of (5)

TRADEMARK
REEL: 003651 FRAME: 0484

**ASSIGNMENT OF TRADEMARK AND
TRADEMARK REGISTRATION RIGHTS**

WHEREAS, J & D Lewis Living Trust dated 8/12/98 ("Assignor"), is the owner of the trademark applications and registrations set forth on Exhibit A attached hereto (the "Registrations") for the trademarks (the "Registered Trademarks") listed in the Registrations, and Family Trust or its predecessors in interest has adopted, and HotRod & Performance, LLC, a California limited liability company and an affiliate of Assignor ("Seller") has used and is using the Registered Trademarks; and

WHEREAS, Bobit Business Media, Inc., a Delaware corporation ("Buyer"), has agreed to acquire from Seller (a) all of Seller's and Assignor's right, title and interest in and to the Registered Trademarks and all goodwill appurtenant thereto, and (b) all of the common law trademarks, service marks and trade names that constitute Assets under that certain Asset Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, among Buyer, Seller and the other parties named therein (such common law marks and the Registered Trademarks are collectively referred to herein as the "Trademarks"), and Seller has agreed to, and shall cause Assignor to, transfer to Buyer all of Seller's and Assignor's right, title and interest in and to the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Buyer, its successors and assigns, Assignor's entire right, title and interest in and to, and the use of, the Trademarks and all renewals thereof, together with the goodwill of the business symbolized by the Trademarks, and together with any and all claims and demands that Assignor (in each case either itself or through its predecessors) may have, at law or in equity, whether presently known, unknown, accrued or to accrue, arising out of past or present infringements of the Trademarks, including, without limitation, the right to recover all claims for damages and compensation. Such right, title and interest shall be held and enjoyed by Buyer, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made.

The provisions of this instrument are subject, in all respects, to the terms and conditions of the Purchase Agreement, including, without limitation, all of the covenants, representations and warranties contained therein, all of which shall survive the execution and delivery of this instrument to the extent indicated in the Purchase Agreement. Nothing contained in this instrument shall be deemed to modify, amend or supersede any of the terms or conditions of the Purchase Agreement. In the event of any conflict or inconsistency between the terms and conditions of this instrument and the terms and conditions of the Purchase Agreement, the terms and conditions of the Purchase Agreement shall prevail. This instrument shall be binding upon Assignor, its successors and assigns, and shall inure to the benefit of Buyer, its successors and assigns.

[The next page is the signature page.]

(3) of (5)

IN WITNESS WHEREOF, Assignor have caused its duly authorized officer to execute and deliver this instrument as of October 23, 2007.

J & D Lewis Living Trust dated DIW ~~10/1~~ August 12, 1998
By: Debbie W Lewis
Name: Debbie W Lewis
Title: Trustee

HotRod & Performance, LLC,
a California limited liability company
By: Debbie Lewis
Name: Debbie Lewis
Title: Sole Member

State of CALIFORNIA)
) SS.
County of LOS ANGELES)

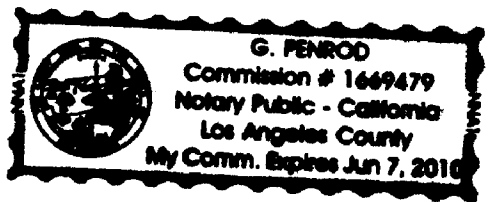
Before me, a notary of the state and county aforesaid, personally appeared DEBBIE W. LEWIS, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged that is a duly elected, qualified and acting officer of J&D LEWIS Living Trust 8/12/1998 and that she executed the foregoing instrument for the purposes therein stated, by signing the name of the corporation by himself as a duly elected, qualified and acting officer.

IN WITNESS HEREOF, I hereunto set my hand and seal of my office on this ____ day of October 23 2007.

(Seal)

G. Penrod
Notary Public

My Commission Expires: JUNE 7, 2010



④ of ⑤ 2

EXHIBIT A

Trademark Number	Date	Description of Trademark
Reg. No. 3,046,560	Registered January 17, 2006	"HOTROD & Restoration"

⑤ of ⑤