

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SCT, LLC		10/08/2007	LIMITED LIABILITY COMPANY: FLORIDA
RECEIVING PARTY DATA			
Name:	SCT Acquisition, LLC		
Street Address:	975 Florida Central Parkway, Suite 1900		
City:	Longwood		
State/Country:	FLORIDA		
Postal Code:	32750		
Entity Type:	LIMITED LIABILITY COMPANY: NORTH CAROLINA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	77063675	LIVEWIRE	
Serial Number:	77067042	SCT	
Serial Number:	77067094	SCT	
Serial Number:	77189772	X3 POWER FLASH	
Serial Number:	77265091	MORE POWER! LESS FUEL!	
Registration Number:	3371568	LIVEWIRE	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8807		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(704) 343-2161		
Email:	gina.eikenberry-wray@hmw.com		
Correspondent Name:	Gina Eikenberry-Wray, Paralegal		
Address Line 1:	201 North Tryon, Box 26		
Address Line 2:	Helms Mulliss & Wicker		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		

CH \$165.00 77063675

ATTORNEY DOCKET NUMBER:	5007200-100
NAME OF SUBMITTER:	Clay Tousey
Signature:	/Clay Tousey/
Date:	01/29/2008
Total Attachments: 5 source=SCT, LLC Trademark Assignment#page1.tif source=SCT, LLC Trademark Assignment#page2.tif source=SCT, LLC Trademark Assignment#page3.tif source=SCT, LLC Trademark Assignment#page4.tif source=SCT, LLC Trademark Assignment#page5.tif	

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):

SCT, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Florida

Additional names of conveying parties attached? Yes No

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

Execution Date(s) 10/08/2007

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: SCT Acquisition, LLC

Internal Address: _____

Street Address: 975 Floirda Central Parkway, Suite 1900

City: Longwood

State: Florida

Country: Seminole Zip: 32750

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

Other LLC Citizenship North Carolina

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)
77063675, 77067042, 77067094, 77189772, 77265091

B. Trademark Registration No.(s)
3371568

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
LIVEWIRE, LIVEWIRE (STYLIZED), SCT, SCT (& DESIGN), X3 POWER FLASH, MORE POWER! LESS FUEL!

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

Name: Gina Eikenberry-Wray, Paralegal

Internal Address: Helms Mulliss & Wicker, PLLC

Street Address: 201 North Tryon Street, Box 26

City: Charlotte

State: NC Zip: 28202

Phone Number: (704) 343-2161

Fax Number: (704) 444-8807

Email Address: gina.eikenberry-wray@hmw.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

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

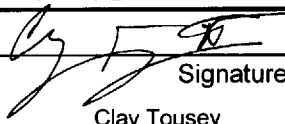
8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502505

Authorized User Name Gina Eikenberry-Wray

9. Signature:


Signature
Clay Tousey
Name of Person Signing

1/29/08
Date

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

ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT is entered into as of October 8, 2007 between SCT Acquisition, LLC, a North Carolina limited liability company ("Assignee"), and SCT, LLC, a Florida limited liability company ("Assignor"). All capitalized terms not defined herein shall have the meanings assigned to them in the Purchase Agreement (as defined below).

WHEREAS, Assignor, Assignee, SCT Holdings, Inc. and the Members are parties to that certain Contribution and Asset Purchase Agreement of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to assign to the Assignee certain Intellectual Property, and the goodwill associated therewith (collectively, the "Assigned Intellectual Property");

WHEREAS, Assignee wishes to acquire the Assigned Intellectual Property; and

WHEREAS, Assignor is assigning such Assigned Intellectual Property as part Assignee's acquisition of the entire business or portion thereof to which the Assigned Intellectual Property pertains as required by 15 U.S.C. Section 1060;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Assigned Intellectual Property, and all respective registrations for the Assigned Intellectual Property, including any applications for, or renewals and extensions of, registrations that are or may be secured under the laws of the United States or any state thereof or any jurisdiction foreign to the United States, now or hereafter in effect (the Assigned Intellectual Property that has been registered shall be referred to herein as the "Registered Intellectual Property Assets"), for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties or payments due or payable as of the Closing or thereafter, including without limitation all claims for damages by reason of past, present or future infringement or other unauthorized use of the Assigned Intellectual Property, with the right to sue for and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

2. Assignor hereby requests the Commissioner of Patents and Trademarks to record this Assignment against the Registered Intellectual Property Assets and title thereto as the property of Assignee, its successors, legal representatives and assigns, as Assignee and owners of the Registered Intellectual Property Assets.

3. Assignor hereby requests the proper officials of all states of the United States and of all jurisdictions foreign to the United States whose duty is to record trademark, copyright,

brand name, patent, service mark or trade name registrations, applications or title thereto, to record this Assignment against the Registered Intellectual Property Assets and title thereto as the property of the Assignee, its successors, legal representatives and assigns, as the Assignee and owner of the Registered Intellectual Property Assets.

4. Assignor shall provide to Assignee, its successors, assigns or other legal representatives reasonable cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering any of the Registered Intellectual Property Assets; (b) in the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the Assigned Intellectual Property, including, testifying as to any facts relating to the Assigned Intellectual Property assigned herein and this Assignment; (c) in attempting to obtain any additional trademark, copyright and/or patent protection for the Registered Intellectual Property Assets that Assignee reasonably may deem appropriate that may be secured under the Laws now or hereafter in effect in the United States or any state thereof or any jurisdiction foreign to the United States; and (d) in the implementation or perfection of this Assignment.

5. This Assignment is executed pursuant to and in furtherance of the Purchase Agreement, and it does not replace, substitute for or extinguish any provision or obligation of the Purchase Agreement. The terms of the Purchase Agreement, including but not limited to the Assignor's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets (including the Assigned Intellectual Property), are incorporated herein by this reference. The Assignor and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Neither party is hereby making any representations, warranties, indemnities, covenants or agreements herein that are in addition to, in lieu of or different from those provided in the Purchase Agreement. Both parties' rights and remedies with respect to any claim for breach of this Agreement shall be as set forth in the Purchase Agreement and subject to all of the limitations, disclaimers, qualifications and procedures set forth therein.

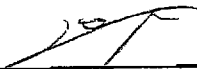
6. This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors, legal representatives and assigns. This Assignment shall be governed by and construed and interpreted in accordance with the laws of the State of North Carolina, without giving effect to its principles of conflicts of law.

[Signature page follows.]

Execution Version

Each party has caused this Agreement to be duly executed personally or by its duly authorized officer or representative on the date first above written.

SCT, LLC

By: 
Name: David Posee
Title: VP

SCT ACQUISITION, LLC

By: _____
Name: _____
Title: _____


Signature Page to Assignment of Intellectual Property

Each party has caused this Agreement to be duly executed personally or by its duly authorized officer or representative on the date first above written.

SCT, LLC

By: _____
Name: _____
Title: _____

SCT ACQUISITION, LLC

By:  _____
Name: Chris Weidenhammer
Title: President and CEO