

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	12/31/2005

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
LeMans Corporation		03/10/2008	CORPORATION: WISCONSIN

**RECEIVING PARTY DATA**

Name:	Excel Tire & Wheel Corp.
Street Address:	15205 E. Stafford Street
City:	City of Industry
State/Country:	CALIFORNIA
Postal Code:	91744
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78388725	SAND SNAKE

**CORRESPONDENCE DATA**

Fax Number: (312)698-2699  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 312-861-2585  
 Email: m.tally.george@bakernet.com  
 Correspondent Name: M. Tally George  
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ATTORNEY DOCKET NUMBER:	080404
NAME OF SUBMITTER:	Tally George
Signature:	/Tally George/

CH \$40.00 78388725

Date:

03/11/2008

**Total Attachments: 5**

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**First Addendum  
To  
Settlement Agreement  
Between  
LeMans Corporation  
and Excel Tire & Wheel Corp.  
Effective December 31, 2005**

## NUNC PRO TUNC TRADEMARK ASSIGNMENT

WHEREAS, LeMans Corporation, a Wisconsin corporation, having a principal place of business at 3501 Kennedy Road, P.O. Box 5222, Janesville, WI 53547, United States, (hereinafter referred to as "Assignor"), has used certain trademarks for tires and has filed applications to register the same in the United States and Canada;

WHEREAS, Excel Tire & Wheel Corp., a California corporation, having an office at 15205 E. Stafford Street, City of Industry, CA 91744, United States, and 1245 Wedgefield Lane, New Albany, OH 43054, United States, (hereinafter referred to as "Assignee") and Assignor have been embroiled in a dispute as to which party created, developed and marketed some of the trademarks Assignor uses for tires; and

WHEREAS, Assignor and Assignee (hereinafter "the Parties") have entered into an amicable settlement arrangement regarding the ownership of "the AMS mark", "the Individual Tire Marks" and "Excel Tire Marks" as defined in the Settlement Agreement executed between the Parties and having an effective date of December 31, 2005 (hereinafter collectively referred to with its Schedules and Exhibits as "the Settlement Agreement"); and

WHEREAS, the Parties have and do hereby agree that the mark SAND SNAKE and related applications identified in Exhibit 1 hereto (hereinafter "the SAND SNAKE mark"), should have been included in the Settlement Agreement (e.g., Schedule A, Schedule D and its Exhibit 1, Schedule E and its Exhibit 1, etc.) and, more particularly, should have been identified as one of "the Individual Tire Marks" and "Excel Tire Marks" in the Settlement Agreement;

WHEREAS, pursuant to the settlement arrangement between the Parties (including the Recitals herein) and with the understanding that the SAND SNAKE mark will be subject to all of the terms and conditions of the Individual Tire Marks and Excel Tire Marks set forth in the Settlement Agreement, Assignee is desirous of acquiring any and all rights, good will, title and interest Assignor may have in and to the SAND SNAKE mark in the United States and Canada, and any and all Applications or Registrations thereof in these countries;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer, *nunc pro tunc*, as of December 31, 2005 (hereinafter "the effective date") to Assignee, the entire right, good will, title and interest in and to the SAND SNAKE mark in the United States and Canada, and any existing applications or registrations therefore in these countries, together with the goodwill of the business symbolized by the SAND SNAKE mark in these countries, or with that part of the goodwill of the business connected with the use of and symbolized by the SAND SNAKE mark in these countries, including any designs associated with the SAND SNAKE mark in these countries, and the right to sue for and recover all damages and other remedies in these countries in respect of any infringement of the SAND SNAKE mark which may have occurred prior to the effective date of this Assignment.





**EXHIBIT 1**

<b>TRADEMARK</b>	<b>APPLICATION/ REGISTRATION NO.</b>	<b>CLASSES/GOODS</b>
SAND SNAKE (word mark)	US Application No. 78/388,725 CA Application No. 1231249	Class 12: Tires Wares: Tires