

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Textron Financial Corporation		06/04/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	American IronHorse Motorcyle Company, Inc.
Street Address:	4600 Blue Mound Road
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76106
Entity Type:	CORPORATION: TEXAS

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2464897	AMERICAN IRONHORSE MOTORCYCLE COMPANY
Registration Number:	2603195	TEJAS
Registration Number:	2532532	BANDIT
Registration Number:	2367664	THUNDER
Registration Number:	2468746	SLAMMER
Serial Number:	76408709	AMERICAN IRONHORSE MOTORCYCLE COMPANY
Serial Number:	76467399	AMERICAN IRONHORSE
Serial Number:	76408710	AMERICAN IRONHORSE
Serial Number:	75622212	OUTLAW
Serial Number:	76328441	RANGER
Serial Number:	76328439	TEXAS CHOPPERS
Serial Number:	76328440	TEXAS CHOPPERS

CORRESPONDENCE DATA

CH \$315.00 2464897

Fax Number: (214)855-8200
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: DOIPDocket@Fulbright.com
Correspondent Name: Linda M. Merritt
Address Line 1: 2200 Ross Avenue; Suite 2800
Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/Linda M. Merritt/
Date:	06/25/2008

Total Attachments: 12
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ASSIGNMENT AND RELEASE

THIS ASSIGNMENT AND RELEASE is made as of the date of last signature below, although agreed by the Parties (as defined herein) to be effective as of June 4, 2008 (the “*Effective Date*”), by and between TEXTRON FINANCIAL CORPORATION, a Delaware corporation (“*Assignor*”) and AMERICAN IRONHORSE MOTORCYCLE COMPANY, INC., a Texas corporation (“*Assignee*”) (collectively, the “*Parties*”).

WHEREAS, pursuant to that certain Loan and Security Agreement dated December 16, 2002 by and between Assignee and Assignor (the “*Loan Agreement*”), the Parties entered into that certain Patent, Trademark and Copyright Collateral Assignment and Security Agreement dated July 31, 2003 (the “*Collateral Assignment*”), recorded in the United States Patent and Trademark Office (“*USPTO*”) at Reel 2817, Frame 0795;

WHEREAS, under the Collateral Assignment, Assignee granted to Assignor certain rights in “*Intellectual Property Collateral*,” as defined in the Collateral Assignment, whether then owned or thereafter acquired by Assignee;

WHEREAS, Assignee is a party to that certain Asset Purchase and Sale Agreement dated May 15, 2008, as amended, between Assignee and AIH Acquisition, LLC, a Delaware limited liability company (“*Buyer*”) (the “*Purchase Agreement*”) pursuant to which Assignee will assign to Buyer Intellectual Property (as defined in the Purchase Agreement) including, without limitation, the Intellectual Property Collateral, and further including, without limitation, the assets listed on Schedule 1 hereto, together with the goodwill of Assignee relating to the Business (as defined in the Purchase Agreement) (collectively, the “*Transferred Intellectual Property*”); and

WHEREAS, the Parties desire to enable Assignee to effectuate the transfer and assignment of the Transferred Intellectual Property;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor, for itself and its successors and assigns, hereby: (1) transfers and assigns to Assignee the entire right, title and interest of Assignor and/or its successors and assigns in and to the Transferred Intellectual Property and any related rights; and

(2) releases any and all security interests, claims or rights that Assignor, and/or its successors and assigns may have in and to the Transferred Intellectual Property and any related rights, including but not limited to any such security interests, claims or rights Assignor, and/or its successors and assigns may have based upon the Loan Agreement, the Collateral Assignment or any other agreements.

Assignor represents and warrants that it has full power and authority to execute this Assignment and Release on behalf of itself and its successors and assigns.

Assignor does hereby expressly agree that Assignee, or any of its successors or assigns, may singly, and without assistance or consent from Assignor, undertake procedures to record this Assignment and Release in the USPTO or other applicable agency or governmental entity.

Assignor agrees to do all other acts and execute all other documents reasonably necessary to effect the transfer, assignment and release described in this Assignment and Release.

[Signature pages follow]

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IN WITNESS WHEREOF, Assignor and Assignee have caused THIS ASSIGNMENT AND RELEASE to be executed by their duly authorized representatives as of the date indicated below.

TEXTRON FINANCIAL CORPORATION


By: _____

Name: _____

Title: _____


Date: _____

AMERICAN IRONHORSE MOTORCYCLE COMPANY, INC.

By: 
Name: ROBERT SCHLEGEL
Title: CFO
Date: 6/3/08

IN WITNESS WHEREOF, Assignor and Assignee have caused THIS ASSIGNMENT AND RELEASE to be executed by their duly authorized representatives as of the date indicated below.

TEXTRON FINANCIAL CORPORATION

By: 
Name: RALPH J. INFANTE
Title: SVP
Date: 5/30/08

AMERICAN IRONHORSE MOTORCYCLE COMPANY, INC.

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE 1

ISSUED PATENTS AND PENDING PATENT APPLICATIONS

Title	Application No.	Patent No.
PARTITIONED FUEL TANK AND FUEL DELIVERY SYSTEM	10/364499	6857661
WHEEL	29/239076	D522948
WHEEL	29/239077	D522435
WHEEL	29/239078	D522436
WHEEL	29/239079	D519432
WHEEL	29/239080	D522437
WHEEL	29/239081	D521437
WHEEL	29/239072	D524709
WHEEL	29/239073	D524710
WHEEL	29/239075	D519906
WHEEL	29/239074	D520930
PIVOTING BELT OR CHAIN GUARD	11/638353	

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS**

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
CANADA						
AMERICAN IRONHORSE	Canada	1291393	2/24/2006			n/a
AMERICAN IRONHORSE MOTORCYCLE COMPANY	Canada	1291395	2/24/2006			n/a
BANDERA	Canada	1371172	10/31/2007			n/a
GUNSLINGER	Canada	1291404	2/24/2006			n/a
JUDGE	Canada	1371171	10/31/2007			12
LONE STAR CHOPPER	Canada	1291403	2/24/2006			n/a
LSC	Canada	1291401	2/24/2006			n/a
MISCELLANEOUS DESIGN (Horse head)	Canada	1291408	2/24/2006			n/a
OUTLAW	Canada	1291399	2/24/2006			n/a
SLAMMER	Canada	1291396	2/24/2006			n/a
SLAMMER	Canada	1306468	4/5/2008			n/a
TEJAS	Canada	1291402	2/24/2006			n/a
TEXAS CHOPPER	Canada	1291397	2/24/2006			n/a
CHINA P.R.						
AI RUI HAO (IRONHORSE in Chinese)	China P.R.	5342264	5/11/2006			12
AI RUI HAO	China P.R.	5342266	5/11/2006			25

REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
(IRONHORSE in Chinese)						
BANDIT	China P.R.	5360585	5/19/2006			12
CUTTER	China P.R.	5360584	5/19/2006			12
GUNSLINGER	China P.R.	5196518	3/7/2006			12
IRONHORSE	China P.R.	5196517	3/7/2006			12
IRONHORSE	China P.R.	5196736	3/7/2006			25
IRONHORSE MOTORCYCLE COMPANY	China P.R.	5196511	3/7/2006			12
IRONHORSE MOTORCYCLE COMPANY	China P.R.	5196734	3/7/2006			25
LEGEND	China P.R.	5342265	5/11/2006			12
LONE STAR CHOPPER	China P.R.	5196516	3/7/2006			12
LSC	China P.R.	5196512	3/7/2006			12
MISCELLANEOUS DESIGN (Horse head)	China P.R.	5196519	3/7/2006			12
MISCELLANEOUS DESIGN (Horse head)	China P.R.	5196735	3/7/2006			25
OUTLAW	China P.R.	5196514	3/7/2006			12
RANGER	China P.R.	5360760	5/19/2006			12
SLAMMER	China P.R.	5196520	3/7/2006			12

REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
STALKER	China P.R.	5360583	5/19/2006			12
TEJAS	China P.R.	5196515	3/7/2006			12
TEXAS CHOPPER	China P.R.	5196513	3/7/2006			12
THUNDER	China P.R.	5360761	5/19/2006			12
GREAT BRITAIN						
AMERICAN IRONHORSE	Great Britain	2415118A	2/27/2006	2415118A	2/27/2006	12
AMERICAN IRONHORSE MOTORCYCLE COMPANY	Great Britain	2415117	2/27/2006	2415117A	2/27/2006	12
AMERICAN IRONHORSE MOTORCYCLE COMPANY	Great Britain	2415117	2/27/2006	2415177B	2/27/2006	25
GUNSLINGER	Great Britain	2417982	3/29/2006	2417982	10/27/2006	12, 25
LONE STAR CHOPPER	Great Britain	2417988	3/29/2006	2417988	3/29/2006	12
LSC	Great Britain	2417986	3/29/2006	2417986	3/29/2006	12
MISCELLANEOUS DESIGN (Horse head)	Great Britain	2417058	3/18/2006	2417058	3/18/2006	12, 25
SLAMMER	Great Britain	2417983	3/29/2006	2417983B	3/29/2006	25
SLAMMER	Great Britain	2417983	3/29/2006	2417983B	3/29/2006	25
TEJAS	Great Britain	2417987	3/29/2006	2417987	10/27/2006	12, 25
TEXAS CHOPPER	Great Britain	2417984	3/29/2006	2417984	3/29/2006	12

REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
UNITED STATES						
AIR	United States	78/757157	11/18/2005			9, 16, 25, 37, 39
AMERICAN IRONHORSE	United States	76/603268	7/21/2004			9, 12, 16, 25
AMERICAN IRONHORSE	United States	76/408,710	5/15/2002	2,736,237	7/15/2003	12
AMERICAN IRONHORSE AIR RIDERS & Design	United States	78/977933	11/18/2005			9, 16, 37, 39
AMERICAN IRONHORSE AIR RIDERS and Design	United States	78/757201	11/18/2005			12, 25
AMERICAN IRONHORSE and Design	United States	76/467399	11/15/2002	2788497	12/2/2003	40
AMERICAN IRONHORSE MOTORCYCLE COMPANY	United States	76/408,709	5/15/2008	2,739,913	7/22/2003	12
AMERICAN IRONHORSE MOTORCYCLE COMPANY and Design	United States	75/601510	12/8/1998	2464897	7/3/2001	40
BANDERA	United States	77/169841	5/1/2007			12
BANDIT	United States	75/622210	1/19/1999	2532532	1/22/2002	12
CLASSIC CHOP	United States	77/169828	5/1/2007			12
JUDGE	United States	77/169835	5/1/2007			12
LEGEND	United States	78/804234	2/1/2006			12, 25
LONE STAR CHOPPER	United States	78/804220	2/1/2006			12, 25
MISCELLANEOUS DESIGN (Horse head)	United States	76/471973	11/13/2002	2771424	10/7/2003	40

REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
MISCELLANEOUS DESIGN (Horse head)	United States	78/719615	9/23/2005			9, 12, 25
MISCELLANEOUS DESIGN (Horse head)	United States	78/882580	5/12/2006			34
OUTLAW	United States	75/622212	1/19/1999	2727423	6/17/2003	12
RANGER	United States	76/328441	10/19/2001	2876021	8/24/2004	12
SLAMMER	United States	75/563769	10/5/1998	2468746	7/17/2001	12
TEJAS	United States	76/285230	6/19/2001	2603195	7/30/2002	12
TEXAS CHOPPER	United States	78/719565	9/23/2005			9
TEXAS CHOPPERS	United States	78/719591	9/23/2005			9
TEXAS CHOPPERS and Design	United States	76/328439	10/19/2001	2715182	5/13/2003	12
TEXAS CHOPPERS and Design	United States	76/328440	10/19/2001	2803056	1/6/2004	25
THE BIKE THAT OWNS THE ROAD	United States	76/528560	7/9/2003			9, 12, 25

COPYRIGHT REGISTRATIONS AND
PENDING COPYRIGHT APPLICATIONS

None.

DOMAIN NAMES

americanironhorse.com

aihcalendar.com