

TRADEMARK ASSIGNMENT

Electronic 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
Petty Holding Company, Inc.		06/25/2008	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	Petty Holdings, LLC		
Street Address:	112 Byers Creek Rd.		
City:	Mooresville		
State/Country:	NORTH CAROLINA		
Postal Code:	28117		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2339478		
CORRESPONDENCE DATA			
Fax Number:	(336)232-9075		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	3363738850		
Email:	dsar@brookspierce.com		
Correspondent Name:	David W. Sar		
Address Line 1:	P.O. Box 26000		
Address Line 2:	Brooks, Pierce, McLendon, Humphrey & Leo		
Address Line 4:	Greensboro, NORTH CAROLINA 27420		
ATTORNEY DOCKET NUMBER:	PETTY-SILHOUETTE		
NAME OF SUBMITTER:	David W. Sar		
Signature:	/DavidWSar/		

OP \$40.00 2339478

Date:

06/26/2008

Total Attachments: 3

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Trademark Assignment

This Trademark Assignment ("Assignment"), having an effective date of June 25, 2008, is entered into by and between Petty Holding Company, Inc., a North Carolina corporation ("Assignor"), and Petty Holdings, LLC, a Delaware limited liability company ("Assignee"). Collectively, Assignor and Assignee are referred to herein as the "Parties."

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title, privileges and interest in and to the trademark(s), proprietary indicia, trade style(s), trade dress(es), logo(s), symbol(s), source identifier(s), brand name(s) and/or designations set forth on the attached Exhibit A, as well as all associated trademark, service mark, and trade name rights and associated goodwill (collectively, the "Trademark(s)").

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and deemed sufficient, for the matters recited in this Assignment, and for other valid and good consideration, the Parties agree as follows:

Assignor hereby conveys, quitclaims, assigns and transfers to Assignee all of Assignor's entire right, title, privileges, and interest in and to the Trademark(s), together with all goodwill appurtenant thereto, all common law rights thereto, all registration(s) or application(s) for the registration of the Trademark(s), whether such registration(s) or application(s) are made to the United States Patent and Trademark Office or any state, country, government, or foreign authority, including without limitation those application(s) and registration(s) set forth on the attached Exhibit A. Assignor further, and without limitation, conveys, assigns and transfers all of Assignor's rights under any claim relating to the Trademark(s) that arose at any time prior and up to the conveyance of the Trademark(s) under this Assignment, including, without limitation, all rights to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of the Trademark(s) and to recover and hold all damages, profits and other compensation arising from such third party's unlawful acts.

Assignor, at the request of Assignee or its counsel, and at no additional charge, shall execute, acknowledge and deliver any and all papers, transfers, or other documents or instruments that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignor hereby irrevocably appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if Assignee is unable for any reason to secure Assignor's signature, to assign all of such ownership interest and rights to Assignee and to execute and file any instruments or documents and to do all other lawfully permitted acts to further the intent of this Assignment, with the same legal force and effect as if executed by Assignor. Further, Assignor shall cooperate with Assignee or its counsel, but at Assignee's reasonable expense (other than expenses associated with the time of Assignor's employees), by providing any affidavits relating to the Trademark(s) and the nature and timing of its use of the Trademark(s), and shall give testimony, and otherwise

do and perform all acts that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment and to enforce Assignee's rights in the Trademark(s) against third parties.

Signed under seal as of this the 25 day of June, 2008.

ASSIGNOR
PETTY HOLDING COMPANY, INC.

By:

ASSIGNEE
PETTY HOLDINGS, LLC

By:

Exhibit A

Trademarks



And US Registration No. 2339478 for the above logo