

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
Wimmer Machine Custom Motorcycle and Components, Inc.		01/21/2009	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	V & H Performance, Inc.		
Street Address:	13861 Rosecrans Avenue		
City:	Santa Fe Springs		
State/Country:	CALIFORNIA		
Postal Code:	90670		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77465204	VO2	
CORRESPONDENCE DATA			
Fax Number:	(801)328-1707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(801) 533-9800		
Email:	dtangren@wnlaw.com		
Correspondent Name:	Dana L. Tangren		
Address Line 1:	1000 Eagle Gate Tower, 60 E South Temple		
Address Line 4:	Salt Lake City, UTAH 84111		
ATTORNEY DOCKET NUMBER:	002758-00001		
NAME OF SUBMITTER:	Jeremy J. Thornton		
Signature:	/Jeremy J. Thornton/		
Date:	02/13/2009		

CH \$40.00 77465204

Total Attachments: 3

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ASSIGNMENT

Assignor: Wimmer Machine Custom Motorcycle and Components, Inc.

Assignee: V & H Performance, Inc.

Subject: VO2

Wimmer Machine Custom Motorcycle and Components, Inc., a Pennsylvania corporation with a business address of 162 North Main Street, Souderton, Pennsylvania, 18964 (hereafter "ASSIGNOR"), is the owner of the following federal application (hereafter the "MARK"):

<u>Mark:</u>	<u>Application/Registration Number</u>	<u>Goods/Services</u>
VO2	77/465,204	motorcycle parts, namely, air intakes and cleaners

V & H Performance, Inc., a California corporation with a business address of 13861 Rosecrans Avenue, Santa Fe Springs, California, 90670 (hereafter "ASSIGNEE"), is desirous of acquiring all right, title and interest in the MARK and the subject federal application.

Now, therefore, to all whom it may concern, be it known that for good and valuable consideration, the receipt thereof which is hereby acknowledged, the said ASSIGNOR has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to the ASSIGNEE the aforementioned MARK, together with the goodwill symbolized by said MARK, and the subject federal application, the same to be held and enjoyed by ASSIGNEE for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by the said ASSIGNOR if this assignment and sale had not been made. ASSIGNOR further assigns and transfers to ASSIGNEE any and all right it may have to sue third parties for infringement of the MARK, and to recover damages for such infringement, regardless of whether such infringement occurred prior to or after the date of this Assignment.

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ASSIGNOR agrees that it will, by its officers, employees, legal representatives or other persons duly authorized, communicate to ASSIGNEE or the representatives thereof any facts known to it respecting said MARK, and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by said ASSIGNEE or by counsel for ASSIGNEE, to assist or enable said ASSIGNEE to obtain and enforce full benefits of ownership of said MARK and from the rights and interests herein assigned. ASSIGNOR agrees to execute copies of this assignment or portions thereof regarding the aforementioned MARK, as reasonably required in the future.

ASSIGNOR of the aforesaid MARK hereby agrees to waive all rights and privileges to attack the application/registration of the aforesaid MARK which ASSIGNOR has assigned as against anyone claiming a right under the aforementioned MARK under ASSIGNOR's assignment or grant.

In Testimony Whereof, ASSIGNOR has caused these presents to be signed by its officer thereto duly authorized.

Date 1-21-2009

Wimmer Machine Custom Motorcycle and Components, Inc.

By: Lee Wimmer

Title: Pres.

STATE OF South Carolina
COUNTY OF Georgetown ;

SS:

On this 21ST day of January, 2009, before me personally appeared Lee Wimmer to me known, who being duly sworn, did depose and say

that he/she is president of Wimmer Machine Custom Motorcycle + Components Inc and that he/she executed the above assignment on behalf of said company with authority to do so.

Cliff Sweep
Notary Public
My commission expires 5/2/2011