

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
Cragar Industries, Inc.		07/24/2009	CORPORATION: IOWA
RECEIVING PARTY DATA			
Name:	Coker Tire Company		
Street Address:	1317 Chestnut Street		
City:	Chattanooga		
State/Country:	TENNESSEE		
Postal Code:	37402		
Entity Type:	CORPORATION: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1526744	PRO-TRAC	
CORRESPONDENCE DATA			
Fax Number:	(423)508-1277		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	423/757-0277		
Email:	dhill@cbslawfirm.com		
Correspondent Name:	David J. Hill		
Address Line 1:	Two Union Square		
Address Line 2:	1000 Tallan Building		
Address Line 4:	Chattanooga, TENNESSEE 37402		
ATTORNEY DOCKET NUMBER:	1747900-0901		
NAME OF SUBMITTER:	David J. Hill		
Signature:	/David J. Hill/		
Date:	07/27/2009		

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Total Attachments: 3

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SETTLEMENT AND CORRECTIVE TRADEMARK ASSIGNMENT AGREEMENT

This SETTLEMENT AND CORRECTIVE TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is entered into as of September 25, 2008 (the "Effective Date"), by and between Cragar Industries, Inc., an Iowa corporation with an address of 1806 Jeppeson Road, Milford, Iowa 51351 ("CRAGAR"), and Coker Tire Company, a Tennessee corporation, with an address of 1317 Chestnut Street, Chattanooga, Tennessee, 37402 ("COKER TIRE").

WITNESSETH:

WHEREAS, on or about January 18, 1998, COKER TIRE acquired all right, title and interest in and to the trademark PRO-TRAC, which is the subject of United States Trademark Registration No. 1,526,744, and COKER TIRE recorded an assignment at reel 1714, frame 0770 with the United States Patent and Trademark Office reflecting this acquisition;

WHEREAS, CRAGAR's predecessor in interest, DANBOM TEMPORARY, INC., recently purchased what it thought were rights to United States Trademark Registration No. 1,526,744, registered February 28, 1989 for the mark PRO-TRAC and recorded an assignment at reel 3863 and frame 0559 with the United States Patent and Trademark Office reflecting this purchase;

WHEREAS, COKER TIRE is desirous of providing a clear chain of its title to such mark to the United States Patent and Trademark Office in order to perfect a Combined Section 8 Declaration and Section 9 Renewal Application filed on February 20, 2009; and

WHEREAS, COKER TIRE has shown to CRAGAR's satisfaction that CRAGAR was sold a mark, namely the registered PRO-TRAC mark, which the seller had no right to offer, and to avoid litigation and fully settle this matter between CRAGAR and COKER, CRAGAR desires to provide clear title in the registered PRO-TRAC mark to COKER TIRE.

NOW, THEREFORE, in consideration of the above promises and the mutual covenants and understandings contained herein, the parties agree as follows:

1. Corrective Grant of Rights and Assignment.

CRAGAR hereby correctively and irrevocably conveys, transfers and assigns to COKER TIRE, to the extent permitted by law, any and all rights, title and/or interests CRAGAR may have in and/or to the PRO-TRAC mark, free and clear of any claim, lien, charge, security interest and other encumbrances whatsoever. CRAGAR's corrective conveyance, transfer and assignment hereunder shall relinquish any right, title or interest claimed by CRAGAR in and to the PRO-TRAC mark. For purposes of clarity, all right, title and interest to the PRO-TRAC mark shall be heretofore enjoyed, together with the goodwill of the business pertaining to said mark and the registration thereof, by COKER TIRE, its successors and assigns, together with the right to sue for and collect for all claims for damages by reason of past infringement of said mark and the registration thereof.

2. Representations and Warranties.

COKER TIRE represents, warrants and acknowledges by signing this Agreement, that, effective upon the acceptance by the U.S. Patent and Trademark Office of COKER TIRE's Combined Section 8 Declaration and Section 9 Renewal Application filed on February 20, 2009, CRAGAR is hereby released from any and all past, present or future claims, causes of action, liabilities, disputes and/or costs and expenses related to COKER TIRE's ownership of the PRO-TRAC mark or the correction of the same with the United States Patent and Trademark Office, with no further obligations to COKER TIRE.

3. General.

(a) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings, agreements and communications between them with respect to such subject matter. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective legal representatives, heirs, successors and assigns.

(b) This Agreement may not be modified, amended, rescinded, canceled or waived, in whole or in part, except by a written instrument signed by each party.

(c) This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Iowa without regard to its principles of conflicts of laws.

(d) If any provision, clause or section of this Agreement is determined to be or becomes invalid, illegal or otherwise unenforceable, then such provision, clause or section will instead be construed to give effect to its intent to the maximum extent possible, and the validity, legality and enforceability of the other provisions, clauses or sections of this Agreement shall not be affected thereby. If, after application of the immediately preceding sentence, any provision, clause or section of this Agreement is determined to be or becomes invalid, illegal or unenforceable, such provision, clause or section shall be severed, and after any such severance, all other provisions, clauses and sections hereof shall remain in full force and effect.

(e) The parties agree that each party shall pay its own expenses and fees in connection with this Agreement and any other transactions and/or other actions necessary to effectuate the intentions of the parties as set forth herein, including without limitation, the fees and expenses of attorneys.

(f) This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Each party to this Agreement may rely on a facsimile signature on any counterpart to this Agreement, and each party shall, if the other party so requests, provide an originally signed copy of any counterpart to this Agreement to the other party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed under seal individually or by their duly authorized representatives.

CRAGAR INDUSTRIES, INC.

By: Jeff Danborn

Title: Owner

Name: Jeff Danborn

COKER TIRE COMPANY

By: Joseph Corky Coker

Title: President

Name: Joseph Corky Coker

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