

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
Michigan Wheel Corporation		09/08/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Michigan Wheel Operations, LLC
Street Address:	121 West Long Lake Road, 3rd Floor
City:	Bloomfield Hills
State/Country:	MICHIGAN
Postal Code:	48304
Entity Type:	LIMITED LIABILITY COMPANY: MICHIGAN

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	1032941	AC
Registration Number:	2698776	AMBUSH
Registration Number:	3023511	BALLISTIC
Registration Number:	3121365	BALLISTIC
Registration Number:	1914799	DURAQUAD
Registration Number:	0845791	DYNA-FOIL
Registration Number:	0646755	DYNA-JET
Registration Number:	0781976	DYNA-QUAD
Registration Number:	0845790	EQUI-FOIL
Registration Number:	0781975	EQUI-QUAD
Registration Number:	1032942	FEDERAL
Registration Number:	3216499	GOLD LINE
Registration Number:	2007693	HY TORQ
Registration Number:	1047208	MICHIGAN

OP \$665.00 1032941

Registration Number:	2185035	MICHIGAN MATCH
Registration Number:	3638013	MICHIGAN WHEEL
Registration Number:	1032939	M-P
Registration Number:	0921456	
Registration Number:	1032940	POWER THRUST
Registration Number:	2058391	RAPTURE
Registration Number:	1051785	SUPER CREW BOAT
Registration Number:	3604776	VORTEX
Registration Number:	1088632	WC
Registration Number:	1174086	WORK HORSE
Registration Number:	2698800	XHS
Registration Number:	3543507	APOLLO

CORRESPONDENCE DATA

Fax Number: (723)623-1625
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (734) 623-1678
Email: nhudge@dickinsonwright.com
Correspondent Name: Nora Hudge, Paralegal
Address Line 1: 301 East Liberty, Suite 500
Address Line 2: Dickinson Wright, PLLC
Address Line 4: Ann Arbor, MICHIGAN 48104

ATTORNEY DOCKET NUMBER:	47833-59
NAME OF SUBMITTER:	Nora Hudge
Signature:	/Nora Hudge/
Date:	09/14/2009

Total Attachments: 9
source=Michigan Wheel TM Assignment#page1.tif
source=Michigan Wheel TM Assignment#page2.tif
source=Michigan Wheel TM Assignment#page3.tif
source=Michigan Wheel TM Assignment#page4.tif
source=Michigan Wheel TM Assignment#page5.tif
source=Michigan Wheel TM Assignment#page6.tif
source=Michigan Wheel TM Assignment#page7.tif
source=Michigan Wheel TM Assignment#page8.tif
source=Michigan Wheel TM Assignment#page9.tif

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (the "Assignment"), effective the 8th day of September, 2009, is made and entered into by and between Michigan Wheel Corporation, a Delaware corporation ("Assignor"), and Michigan Wheel Operations, LLC a Michigan limited liability company ("Assignee") (each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, Assignor has adopted and used the trademarks identified on Schedule A hereto (the "Marks"), and is the owner of the trademark registrations in the United States Patent and Trademark Office for the Marks as identified on Schedule A hereto (the "Registrations"); and

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement dated as of July 13, 2009 (the "Asset Purchase Agreement"), pursuant to which Assignor has agreed to sell and Assignee has agreed to purchase the Purchased Assets, including the Mark and the Registrations, all on the terms and conditions set forth in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

- 1. Assignment.** Assignor hereby assigns to Assignee, their successors and assigns, all of Assignor's right, title and interest in and to the Marks, the Registrations, and the goodwill of the business symbolized by the Marks.
- 2. Further Assurances.** At the request and cost of Assignee, Assignor shall timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Marks and Registrations, and shall not enter into any agreement in conflict with this Assignment.
- 3. Relationship to Asset Purchase Agreement.** The terms of the Asset Purchase Agreement are incorporated herein by this reference, and will not be superseded by this Agreement, but will remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the Asset Purchase Agreement and this Agreement, the Asset Purchase Agreement will control.
- 4. Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to the choice or conflict of law provisions thereof.
- 5. Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither

party hereto may assign any of its rights or liabilities hereunder without the prior written consent of the other party hereto.

6. **Counterparts.** This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or pdf, with the intention that such delivery shall have the same effect as delivery of an original counterpart thereof.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed by its duly authorized representatives.

Michigan Wheel Corporation

By: _____

Name: _____

Title: _____

Michigan Wheel Operations, LLC

By: 

Name: Cory Gaffney, Authorized Signatory

ACKNOWLEDGEMENTS

STATE OF MICHIGAN)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of September, 2009 by _____, the _____ of MICHIGAN WHEEL CORPORATION, a Delaware corporation, on behalf of the corporation.

Print Name:
Notary Public, _____ County,
State of Michigan
Acting in _____ County
My commission expires: _____

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of September, 2009, by Cory Gaffney, an Authorized Signatory of MICHIGAN WHEEL OPERATIONS, LLC, a Michigan limited liability company, on behalf of the company.

Lynda J Jablonski
Print Name:
Notary Public, _____ County,
State of Michigan
Acting in _____ County
My commission expires: _____

LYNDA J JABLONSKI
Notary Public, Macomb County, MI
Acting In Oakland County, Michigan
My Commission Expires on 03-02-2012

DETROIT 47833-59 1127091v1

SCHEDULE A

Trademark Registrations

<u>Country</u>	<u>Most Current Registration Number</u>	<u>Most Current Registration Date</u>	<u>Entitled</u>
USA	1,032,941	9/18/1996	AC
USA	2,698,776	3/18/2003	AMBUSH
USA	3,023,511	12/6/2005	BALLISTIC
USA	3,121,365	7/25/2006	BALLISTIC
USA	876,379	9/9/1969	BAZOOKA-HUB*
USA	1,356,484	8/27/1985	COOLDIGE*
USA	766,241	3/10/1984	CUP*
USA	1,462,729	10/27/1987	CYCLONE*
USA	754,953	8/20/1984	DESIGN (CUP)*
USA	1,703,123	7/28/1992	DJ/EP*
USA	1,703,124	7/28/1992	DQ/EQ*
USA	1,914,799	11/28/2005	DURAQUAD
USA	845,791	3/12/1988	DYNA-FOIL
USA	646,755	2/5/1997	DYNA-JET
USA	781,976	1/31/2005	DYNA-QUAD
USA	845,790	3/12/1988	EQUI-FOIL
Argentina	1,709,770	12/10/1998	EQUI-POISE
Argentina	1,717,394	1/27/1999	EQUI-POISE
Australia	307,536	5/26/1998	EQUI-POISE

<u>Country</u>	<u>Most Current Registration Number</u>	<u>Most Current Registration Date</u>	<u>Entitled</u>
Austria	86,378	9/30/1997	EQUI-POISE
Benelux	345,533	6/16/1997	EQUI-POISE
Brazil	6,352,936	6/10/2006	EQUI-POISE
Canada	229,921	8/25/1993	EQUI-POISE
Chile	327,968	5/6/1998	EQUI-POISE
Denmark	3720/78	11/17/1998	EQUI-POISE
Finland	76,937	3/20/2001	EQUI-POISE
France	1,422,350	4/21/1997	EQUI-POISE
Germany	972,742	7/30/1997	EQUI-POISE
Italy	344,360	1/6/1997	EQUI-POISE
Japan	1,431,230	8/28/2000	EQUI-POISE
New Zealand	B119561	5/24/1997	EQUI-POISE
Norway	110,069	12/10/2001	EQUI-POISE
Portugal	197,364	9/19/2005	EQUI-POISE
Saudi Arabia	81/76	3/10/1981	EQUI-POISE
South Africa	B77/2237	5/26/1997	EQUI-POISE
Spain	2,160,831	5/8/1998	EQUI-POISE
Spain	2,541,832	5/21/2003	EQUI-POISE
Sweden	160,924	9/30/1997	EQUI-POISE
Venezuela	F-092483	10/26/2004	EQUI-POISE
Colombia	94,432	8/31/1979	EQUI-POISE*
Ecuador	994	2/2/1984	EQUI-POISE*

<u>Country</u>	<u>Most Current Registration Number</u>	<u>Most Current Registration Date</u>	<u>Entitled</u>
Iran	49,686	3/5/1988	EQUI-POISE*
Taiwan			EQUI-POISE*
Turkey	64,954	6/1/1979	EQUI-POISE*
USA	614,267	10/18/1955	EQUI-POISE*
USA	781,975	1/31/2005	EQUI-QUAD
USA	1,032,942	2/15/2006	FEDERAL
Madrid Protocol	976,150	7/25/2008	FEDERAL
USA			GOLD
USA	3,216,499	3/6/2007	GOLD LINE
Madrid Protocol	861,016	7/18/2005	GOLD LINE
USA	2,007,693	10/15/1996	HY TORQ
USA	614,265	10/18/1975	MICHALLOY XX*
USA	1,047,208	8/22/1996	MICHIGAN
Madrid Protocol	974042	7/25/2008	MICHIGAN
USA	781,976	1/31/2005	MICHIGAN MATCH
USA	3,638,013	6/16/09	MICHIGAN WHEEL
Madrid Protocol	976,098	7/25/2008	MICHIGAN WHEEL
USA	1,032,939	3/4/2006	M-P
USA	921,456	10/5/1971	MW (Wave Logo)
Argentina			MW (Wave Logo)
Brazil			MW (Wave Logo)
Chile	832995	11/14/2008	MW (Wave Logo)

<u>Country</u>	<u>Most Current Registration Number</u>	<u>Most Current Registration Date</u>	<u>Entitled</u>
Colombia			MW (Wave Logo)
Ecuador			MW (Wave Logo)
Peru			MW (Wave Logo)
Uruguay			MW (Wave Logo)
Venezuela			MW (Wave Logo)
USA	1,032,940	9/18/1996	POWER THRUST
USA	2,058,391	4/29/1997	RAPTURE
USA			SCIMITAR*
USA	617,144	12/6/1975	STAR*
USA	1,051,785	8/20/1996	SUPER CREW BOAT
USA	754,954	8/20/1983	SUPER CUP X-100*
USA	717,794	7/4/1981	SUPER-JET*
USA	1,315,669	1/22/1985	THE EDGE*
USA	3,604,776	4/14/2009	VORTEX
USA	1,462,730	10/27/1987	VORTEX*
USA	1,088,632	1/5/1998	WC
USA	1,174,086	10/14/2001	WORK HORSE
USA	2,698,800	3/18/2003	XHS
USA	3,543,507	12/9/08	APOLLO
USA	2,185,035	8/25/08	MICHIGAN MATCH

* Trademark is abandoned