

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
Transamerican Auto Parts Company, LLC		10/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Procompetition Tire & Wheels Company, LLC		10/30/2009	LIMITED LIABILITY COMPANY: DELAWARE
Smittybilt Automotive Products, LLC		10/30/2009	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	TAP Worldwide, LLC
Street Address:	400 West Artesia Blvd.
City:	Compton
State/Country:	CALIFORNIA
Postal Code:	90220
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2194845	GENUINE GEAR
Registration Number:	2937233	4WHEEL PARTS
Registration Number:	2996336	4 WHEEL PARTS
Registration Number:	3113966	OFF-ROAD ADVENTURES
Serial Number:	77279214	OFF-ROAD ADVENTURES
Registration Number:	3472892	POLE POSITION
Registration Number:	3576879	POWER PRO
Registration Number:	3446150	ACCU PRO
Registration Number:	2690388	4 WHEEL DRIVE HARDWARE
Registration Number:	2685891	4WD 4WHEEL DRIVE HARDWARE
Registration Number:	2351499	FOUR WHEEL DRIVE HARDWARE

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**TRADEMARK
 REEL: 004089 FRAME: 0763**

Registration Number:	1399899	4WD
Registration Number:	3025075	STREET LOCK
Registration Number:	3052867	PRO COMP
Registration Number:	3541021	PRO COMP
Registration Number:	2038126	SMITTYBILT
Registration Number:	3541089	XRC BY SMITTYBILT

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	2A
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	11/03/2009

Total Attachments: 12
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): <u>Transamerican Auto Parts Company, LLC</u></p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) Name: <u>TAP Worldwide, LLC</u> Internal Address: _____ Address: _____ Street Address: <u>400 W. Artesia Blvd.</u> City: <u>Compton</u> State: <u>CA</u> Zip: <u>90220</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation-State _____ <input checked="" type="checkbox"/> Other <u>Limited Liability Company</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>October 30, 2009</u></p>	


<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) <u>2,194,845</u></p> <p>Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: _____ Internal Address: _____ Street Address: _____ City: _____ State: _____ Zip: _____</p>	<p>6. Total number of applications and registrations involved: 17</p> <p>7. Total fee (37 CFR 3.41).....\$ _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)</p>
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DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bernard Funk
Name of Person Signing


Signature

11/2/09
Date

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Agreement") is made as of October 30, 2009 (the "Effective Date"), by Transamerican Auto Parts Company, LLC, a Delaware limited liability company ("TAP"), Procompetition Tire & Wheels Company, LLC, a Delaware limited liability company ("PCT&W") and Smittybilt Automotive Products, LLC, a Delaware limited liability company ("Smittybilt", and collectively, with TAP and PCT&W, the "Assignors", and each, individually, an "Assignor"), in favor of TAP Worldwide, LLC, a Delaware limited liability company (the "Assignee"). Capitalized terms used herein but not defined have the meanings set forth in the Foreclosure Agreement (as defined below).

WHEREAS, (i) TAP owns all right, title and interest in and to the trademarks and service marks and the registrations and/or applications therefor that are listed on Exhibit A attached hereto and incorporated herein by reference (collectively, the "TAP Marks"), (ii) PCT&W owns all right, title and interest in and to the trademarks and service marks and the registrations and/or applications therefor that are listed on Exhibit B attached hereto and incorporated herein by reference (collectively, the "PCT&W Marks") and (iii) Smittybilt owns all right, title and interest in and to the trademarks and service marks and the registrations and/or applications therefor that are listed on Exhibit C attached hereto and incorporated herein by reference (collectively, the "Smittybilt Marks" and, together with the TAP Marks and the PCT&W Marks, the "Marks");

WHEREAS, the Assignor, the Assignee and the other parties thereto have entered into a Foreclosure Agreement, dated as of October 30, 2009 (the "Foreclosure Agreement");

WHEREAS, pursuant to the Foreclosure Agreement, each Assignor has agreed to assign to the Assignee, among other things, all trademarks in which such Assignor has an interest, including without limitation the Marks, as of the Effective Date;

WHEREAS, each Assignor is desirous of assigning and the Assignee is desirous of obtaining all right, title and interest in and to the Marks.

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

1. TAP hereby assigns, transfers and conveys unto the Assignee all of TAP's right, title and interest in and to (a) the TAP Marks, together with the registrations of and registration applications for the TAP Marks, (b) goodwill symbolized by and associated with the TAP Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the TAP Marks or the registrations thereof or such associated goodwill, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives.

2. PCT&W hereby assigns, transfers and conveys unto the Assignee all of PCT&W's right, title and interest in and to (a) the PCT&W Marks, together with the registrations of and registration applications for the PCT&W Marks, (b) goodwill symbolized by and associated with the PCT&W Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the PCT&W Marks or the registrations thereof or such associated goodwill, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives.

3. Smittybilt hereby assigns, transfers and conveys unto the Assignee all of Smittybilt's right, title and interest in and to (a) the Smittybilt Marks, together with the registrations of and registration applications for the Smittybilt Marks, (b) goodwill symbolized by and associated with the Smittybilt Marks and the registrations thereof, and (c) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Smittybilt Marks or the registrations thereof or such associated goodwill, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and/or other legal representatives.

4. Each Assignor agrees to perform all reasonable and proper additional acts and to execute any additional documents at the request and expense of the Assignee which the Assignee may reasonably require in order to transfer all of such Assignor's rights, title and interest in and to the applicable Marks to the Assignee, its successors or assigns.

5. Each Assignor hereby authorizes the Commissioner of Patents and Trademarks and the applicable foreign trademark offices to record the Assignee as the assignee of all right, title and interest in and to such Assignor's Marks.

6. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York applicable to contracts executed in and to be performed entirely within that state, without reference to conflicts of laws provisions.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed as of the date first written above, which Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNORS:

**TRANSAMERICAN AUTO PARTS
COMPANY, LLC**

By: _____
Name: _____
Title: _____

**PROCOMPETITION TIRE & WHEELS
COMPANY, LLC**

By: _____
Name: _____
Title: _____

**SMITTYBILT AUTOMOTIVE PRODUCTS,
LLC**

By: _____
Name: _____
Title: _____

ASSIGNEE:

TAP WORLDWIDE, LLC

By: _____
Name: _____
Title: _____

STATE OF California)
) SS.:
COUNTY OF Los Angeles)

On this the 21 day of OCTOBER, 2009, before me, personally appeared DARREN SAWIN who, being by me duly sworn, did depose and say that she/he is the GC, EVP of TAP, PCTW, SAP, the limited liability company described in and which executed the above instrument, and that she/he as such GC, EVP, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself/himself as GC, EVP and attorney-in-fact.

IN WITNESS WHEREOF, I hereunto set my hand.

V. Hathaway
Notary Public
My Commission Expires: SEPT. 11, 2011



IN WITNESS WHEREOF, the parties have caused this Trademark Assignment Agreement to be duly executed as of the date first written above, which Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

ASSIGNORS:

**TRANSAMERICAN AUTO PARTS
COMPANY, LLC**

By: _____
Name: _____
Title: _____

**PROCOMPETITION TIRE & WHEELS
COMPANY, LLC**

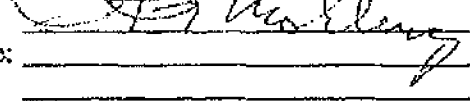
By: _____
Name: _____
Title: _____

**SMITTYBILT AUTOMOTIVE PRODUCTS,
LLC**

By: _____
Name: _____
Title: _____

ASSIGNEE:

TAP WORLDWIDE, LLC

By: 
Name: _____
Title: _____

STATE OF South Carolina

COUNTY OF Pickens) ss.:

On this the 27 day of Oct, 2009, before me, personally appeared Ronavan R. Mohling who, being by me duly sworn, did depose and say that she/he is the Chief Executive Officer of TAP Worldwide, LLC, the limited liability company described in and which executed the above instrument, and that she/he as such Chief Executive Officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself/himself as Chief Executive Officer and attorney-in-fact.



IN WITNESS WHEREOF, I hereunto set my hand.

M. Youngblood
Notary Public





My Commission Expires: Aug 30, 2012

EXHIBIT A

TAP Trademark Applications and Registrations

Mark	Country of Registration/ Application	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status
GENUINE GEAR	United States of America	2,194,845	10/13/98	Registered, Renewed
4 WHEEL PARTS	United States of America	2,937,233	4/5/05	Registered
4 WHEEL PARTS 	United States of America	2,996,336	9/20/05	Registered
OFF-ROAD ADVENTURES	United States of America	3,113,966	7/11/06	Registered
OFF-ROAD ADVENTURES	United States of America	77279,214	9/13/07	Statement of Use and/or Third Request for Extension of Time due 3/9/10.
POLE POSITION	United States of America	3,472,892	7/22/08	Registered
POWER PRO	United States of America	3,576,879	2/17/09	Registered
ACCU PRO	United States of America	3,446,150	6/10/08	Registered
4 WHEEL DRIVE HARDWARE and Design 	United States of America	2,690,388	2/25/03	Registered






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<p>4WD 4 WHEEL DRIVE HARDWARE and Design</p> 	United States of America	2,685,891	2/11/03	Registered
<p>FOUR WHEEL DRIVE HARDWARE</p>	United States of America	2,351,499	5/23/00	Registered
<p>4WD AND DESIGN</p> 	United States of America	1,399,899	7/1/86	Registered, Renewed
<p>4 WHEEL PARTS</p>	Canada	TMA 615,708	7/26/04	Registered
<p>4 WHEEL PARTS and Design</p> 	Mexico	817216	12/15/03	Registered
<p>4 WHEEL PARTS and Design</p> 	Mexico	820741	12/15/03	Registered


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EXHIBIT B

PCT&W Trademark Applications and Registrations

Mark	Country of Registration/ Application	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status
STREET LOCK	United States of America	3,025,075	12/13/05	Registered
PRO COMP Stylized 	United States of America	3,052,867	1/31/06	Registered
PROCOMP	United States of America	3,541,021	12/2/08	Registered
PRO COMP Stylized 	Australia	1061888	10/24/05	Registered
PRO COMP Stylized 	Canada	TMA684167	3/20/07	Registered
PRO COMP Stylized 	China	4776767	6/7/08	Registered
PRO COMP Stylized 	European Community	4963179	4/11/07	Registered
PRO COMP Stylized	France	06/3424441	4/20/2006	Pending

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TRADEMARK
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EXHIBIT C

Smittybilt Trademark Applications and Registrations

Mark	Country of Registration/ Application	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status
SMITTYBILT	United States of America	2038126	2/18/97	Registered, Renewed
XRC BY SMITTYBILT 	United States of America	3541089	12/2/08	Registered
SMITTYBILT	Canada	TMA704394	1/10/08	Registered
SMITTYBILT	Mexico	1038272	4/30/08	Registered
SMITTYBILT	Madrid Protocol	911302	11/8/06	Registered
SMITTYBILT	China			Pending
SMITTYBILT	European Community	911302	11/8/06	Registered

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