

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| Explorer Competition Products,LLC | | 10/30/2009 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | TAP Manufacturing, LLC | | |
| Street Address: | 400 West Artesia Blvd. | | |
| City: | Compton | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90220 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 74334898 | TOXIC SHOCK | |
| Serial Number: | 76369473 | MX6 | |
| Serial Number: | 76369474 | PERFECTION DIALED | |
| Serial Number: | 76369403 | SUSPENSION SYSTEMS THAT WORK | |
| Serial Number: | 77130261 | LEVEL LIFT | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (202)408-3141 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| 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 | | |

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| | |
|--|-----------------|
| ATTORNEY DOCKET NUMBER: | 2B |
| NAME OF SUBMITTER: | Jean Paterson |
| Signature: | /Jean Paterson/ |
| Date: | 11/03/2009 |
| Total Attachments: 8 source=11-3-09 Explorer Competition 2B-TM#page1.tif source=11-3-09 Explorer Competition 2B-TM#page2.tif source=11-3-09 Explorer Competition 2B-TM#page3.tif source=11-3-09 Explorer Competition 2B-TM#page4.tif source=11-3-09 Explorer Competition 2B-TM#page5.tif source=11-3-09 Explorer Competition 2B-TM#page6.tif source=11-3-09 Explorer Competition 2B-TM#page7.tif source=11-3-09 Explorer Competition 2B-TM#page8.tif | |

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Tab settings

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

1. Name of conveying party(ies):

Explorer Competition Products, LLC

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other Limited Liability Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: October 30, 2009

2. Name and address of receiving party(ies)

Name: TAP Manufacturing, LLC
Internal Address: _____

Street Address: 400 W. Artesia Blvd.
City: Compton State: CA Zip: 90220

- Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____

Other Limited Liability Company
If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

74/334, 898

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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]
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 Explorer Competition Products, LLC, a Delaware limited liability company (the "Assignor"), in favor of TAP Manufacturing, 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, the Assignee 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 "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, the 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, the 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. The Assignor hereby assigns, transfers and conveys unto the Assignee all of Assignor's right, title and interest in and to (a) the Marks, together with the registrations of and registration applications for the Marks, (b) goodwill symbolized by and associated with the 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 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. The 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 the Assignor's rights, title and interest in and to the Marks to the Assignee, its successors or assigns.

3. The Assignor hereby authorizes the Commissioner of Patents and Trademarks to record the Assignee as the assignee of all right, title and interest in and to the Marks.

4. 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]

545942.4/2576-00013

TRADEMARK
REEL: 004089 FRAME: 0781

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.

ASSIGNOR:

**EXPLORER COMPETITION PRODUCTS,
LLC**

By: _____
Name: _____
Title: _____

ASSIGNEE:

TAP MANUFACTURING, 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 ECP, 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.

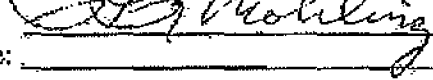
ASSIGNOR:

**EXPLORER COMPETITION PRODUCTS,
LLC**

By: _____
Name: _____
Title: _____

ASSIGNEE:

TAP MANUFACTURING, 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 Manufacturing, 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

Explorer Competition Products Trademark Applications and Registrations

| Mark | Country of Registration/ Application | Reg. No. (App. No.) | Reg. Date (Filing Date) | Status |
|---|---|---------------------|-------------------------|------------------------|
| TOXIC SHOCK and Design  | United States of America | 74/334,898 | 11/27/92 | Registered; Renewed |
| MX6 | United States of America | 76/369,473 | 2/12/02 | Registered |
| PERFECTION DIALBD | United States of America | 76/369,474 | 2/12/02 | Registered |
| SUSPENSION SYSTEMS THAT WORK | United States of America | 76/369,403 | 2/12/02 | Registered |
| LEVEL LIFT | United States of America | 77/130,261 | 3/13/07 | Registered |

545942.4/2576-00013