

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
Innovate! Technology, Inc.		10/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Performance Motorsports, Inc.		
Street Address:	15312 Connector Lane		
City:	Huntington Beach		
State/Country:	CALIFORNIA		
Postal Code:	92649		
Entity Type:	CORPORATION: CALIFORNIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3417862	INNOVATE MOTORSPORTS	
Registration Number:	3498058	INNOVATE MOTORSPORTS	
Registration Number:	3417864	INNOVATE MOTORSPORTS	
CORRESPONDENCE DATA			
Fax Number:	(937)443-6635		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	937-443-6600		
Email:	ipdocket@thompsonhine.com		
Correspondent Name:	Theodore D. Lienesch, Esq.		
Address Line 1:	P.O. Box 8801		
Address Line 4:	Dayton, OHIO 45401-8801		
ATTORNEY DOCKET NUMBER:	072646-00055US1-US3 / AMI		
NAME OF SUBMITTER:	Theodore D. Lienesch		
Signature:	/Theodore D. Lienesch/		

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REEL: 004122 FRAME: 0333

Date:

12/30/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT

Whereas, Innovate! Technology, Inc., a Delaware corporation ("Assignor"), having offices at 5 Jenner Street, Suite 100, Irvine, California 92618, is the owner of all right, title and interest in and to the trademarks listed on Annex A hereto (the "Trademarks"), and the goodwill associated therewith; and

Whereas, Performance Motorsports, Inc., a California corporation with offices at 15312 Connector Lane, Huntington Beach, California 92649 ("Assignee"), wishes to acquire the entire right, title and interest in and to the Trademarks and the goodwill associated therewith;

Now, therefore, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee and its successors and assigns, all of its right, title and interest in and to the Trademarks and the goodwill associated therewith, together with all rights, powers and privileges of any kind or nature belonging thereto or incident or appurtenant thereto, including without limitation all reissues, renewals and extensions thereof, the right to claim priority therefor and any and all other rights, privileges and powers with respect to the Trademarks, the same to be held and enjoyed by Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor if this Trademark Assignment had not been made.

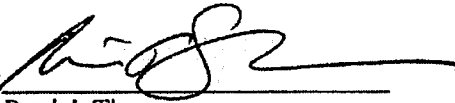
Assignor agrees that it will execute and deliver, or cause to be executed and delivered, after the date hereof, all such other instruments and will take all reasonable actions as may be necessary to transfer and convey the Trademarks to Assignee of record in the applicable filing or recording offices, on the terms herein contained.

[Signature on next page.]

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be signed by its officer thereunto duly authorized.

Dated as of the 29th day of October, 2009.

Innovate! Technology, Inc.

By: 
Patrick Thompson
President

Annex A

COUNTRY	REGISTRATION #	REGISTERED DATE	MARK
United States	3,417,862	4/29/2008	INNOVATE MOTORSPORTS
United States	3,498,058	9/9/2008	INNOVATE MOTORSPORTS
United States	3,417,864	4/29/2008	INNOVATE MOTORSPORTS