

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Sturgis Area Chamber of Commerce		06/30/2010	non-profit corporation: SOUTH DAKOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Sturgis Motorcycle Rally, Inc.		
<b>Street Address:</b>	909 St. Joseph Street		
<b>City:</b>	Rapid City		
<b>State/Country:</b>	SOUTH DAKOTA		
<b>Postal Code:</b>	57701-3301		
<b>Entity Type:</b>	non-profit economic development corporation: SOUTH DAKOTA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76201760	BLACK HILLS	
<b>Serial Number:</b>	76201759	STURGIS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)444-1111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 444 1000		
<b>Email:</b>	marie.poveromo@alston.com		
<b>Correspondent Name:</b>	George M. Taulbee		
<b>Address Line 1:</b>	101 S. Tryon St.		
<b>Address Line 2:</b>	Bank of America Plaza, STE 4000		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28280-4000		
<b>NAME OF SUBMITTER:</b>	George M. Taulbee		
<b>Signature:</b>	/George M. Taulbee/		
<b>Date:</b>	07/21/2010		

OP \$65.00 76201760

**Total Attachments: 3**

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United States

**ASSIGNMENT OF U.S. INTENT-TO-USE  
TRADEMARK AND SERVICE MARK APPLICATIONS**  
From STURGIS AREA CHAMBER OF COMMERCE TO STURGIS MOTORCYCLE RALLY, INC.

WHEREAS, *Sturgis Area Chamber of Commerce*, a South Dakota non-profit corporation, having a principal place of business at 2040 Junction Avenue, Sturgis, South Dakota 57785, United States of America (hereinafter referred to as "ASSIGNOR"), is the record owner of the entire unencumbered right, title, and interest in and to the trademarks and service marks and the corresponding United States Trademark and Service Mark Applications identified in Schedule "A" attached hereto (collectively "Trademarks");

Applicant has intended to use the Trademarks in commerce and has pending applications, identified in Schedule A attached hereto, indicating that intention, but has not yet filed Allegations of Use under Section 1(c) or 1(d) of the Trademark Act. Applicant is assigning the Trademarks as a part of the business, or portion thereof, to which the marks pertain as required by 15 U.S.C. § 1060;

WHEREAS, *Sturgis Motorcycle Rally, Inc.*, a non-profit economic development corporation organized under Section 501(c)(6) of the Internal Revenue Code, having a principal place of business at 909 St. Joseph Street, Rapid City, South Dakota 57701-3301, United States of America (hereinafter referred to as "ASSIGNEE"), is desirous of acquiring the Trademarks, and the corresponding United States Trademark applications identified in Schedule A attached hereto, and the business, or portion thereof, to which the Trademarks pertain;

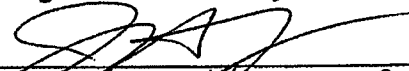
NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR does hereby assign, transfer, and sell unto said ASSIGNEE the entire right, title, and interest in and to the Trademarks, and the


business, or portion thereof, to which the Trademarks pertain together with the goodwill of the business appurtenant to and symbolized by said Trademarks, and all rights of action against third parties for past infringement thereof, the same to be held and enjoyed by said ASSIGNEE as fully and entirely as the same would have been held by ASSIGNOR had this transfer, assignment, and sale not been made.

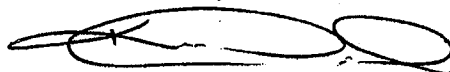
ASSIGNOR hereby warrants and covenants that ASSIGNOR has the full power and authority to convey the rights, title, and interest herein assigned, transferred, and sold to ASSIGNEE, that ASSIGNOR has not executed and will not execute any agreement in conflict herewith, and that he will execute or procure the execution of any and all future assignments or other instruments which may be necessary to perfect and evidence ASSIGNEE'S ownership of the property rights herein conveyed.

IN WITNESS WHEREOF, ASSIGNOR, intending to be legally bound, has caused this Assignment to be executed by as of the 30 day of June, 2010.

*Sturgis Area Chamber of Commerce*

  
By: JASON HAFNER  
Title: PRESIDENT

JOAN TEIGEN  


Kelley Dendis  


LEGAL02/31957944v1

SCHEDULE A

United States Trademark Applications

<u>Mark</u>	<u>Application No.</u>	<u>Filed</u>
<b>BLACK HILLS</b>	76/201,760	January 30, 2001
<b>STURGIS</b>	76/201,759	January 30, 2001