

TRADEMARK ASSIGNMENT

Electronic 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
LeMans Corporation		10/19/2010	CORPORATION: WISCONSIN
RECEIVING PARTY DATA			
Name:	Hong Jin Crown Corporation		
Also Known As:	AKA HJC Co. Ltd.		
Street Address:	54-2 Seo-Ri, Ridong-Myun,		
City:	Yongin-Kun, Kyung-do		
State/Country:	KOREA, DEMOCRATIC PEOPLE'S REPUBLIC OF		
Entity Type:	CORPORATION: KOREA, DEMOCRATIC PEOPLE'S REPUBLIC OF		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2792445	Z1R	
CORRESPONDENCE DATA			
Fax Number:	(202)992-4643		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-662-0200		
Email:	wotrademark@fulbright.com		
Correspondent Name:	Tara M. Vold, Fulbright & Jaworski, LLP		
Address Line 1:	801 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	LEMA:190		
DOMESTIC REPRESENTATIVE			
Name:	Tara M. Vold, Fulbright & Jaworski, LLP		
Address Line 1:	801 Pennsylvania Avenue, NW		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		

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REEL: 004427 FRAME: 0969

NAME OF SUBMITTER:	Tara M. Vold
Signature:	/tmv/
Date:	12/08/2010
Total Attachments: 3 source=Z1R Assignment#page1.tif source=Z1R Assignment#page2.tif source=Z1R Assignment#page3.tif	

2010 ASSIGNMENT AGREEMENT
(Z1R)

THIS AGREEMENT is made effective as of the 19th day of October, 2010 by and between LeMans Corporation ("LeMans"), a Wisconsin corporation with its principal office at 3501 Kennedy Road, Janesville, Wisconsin 53547-5222 and Hong Jin Crown Corporation, aka "HJC Co. Ltd." (hereafter referred to as "HJC"), a Korean corporation with its principal offices at 54-2 Seo-Ri, Ridong-Myun, Yongin-Kun, Kyung-do, the Democratic People's Republic of Korea.

WHEREAS, from 1994 to 1997, LeMans marketed and sold motorcycle helmets and, thereafter, other products throughout the United States under the "Z1R" (Z-One-R) tradename, trademark, logo and trade dress (collectively "Z1R Proprietary Rights");

WHEREAS, effective the 12th day of December 1997, LeMans assigned all of LeMans' right, title and interest in the Z1R Proprietary Rights to HJC pursuant to the Amended Sale and Assignment Agreement and entered into an Amended Exclusive Distributorship License Agreement with respect to the use of the Z1R mark in the United States and Canada;

WHEREAS, HJC is the registered owner of global trademark registrations for the Z1R mark, the particulars for which are set out in Schedule A; and

WHEREAS LeMans desires to acquire all of HJC's right, title and interest in the Z1R Proprietary Rights;

NOW, THEREFORE, for good and valuable consideration that has been agreed upon by the Parties and the receipt of which is hereby acknowledged, it is agreed as follows:

1. HJC hereby assigns and conveys to LeMans all right, title and interest of HJC in and to the Z1R Proprietary Rights, together with any goodwill of HJC associated with the use of and symbolized by the Z1R Proprietary Rights. This Assignment is intended to include all rights of HJC in and to the Z1R Proprietary Rights, whether arising under common law or otherwise throughout the world.

2. In consequence of the above, HJC assigns to LeMans the right to institute and maintain proceedings for trade mark infringement against any person who has in the past, is now or hereafter wrongfully used the Z1R Proprietary Rights.

3. HJC further covenants with LeMans as follows:

(i) HJC is the proprietor of the Z1R Proprietary Rights and has the full power to enter into this Agreement;

(ii) HJC has not, either by act or omission caused and permitted anything to be done which might endanger the validity of the Z1R Proprietary Rights or the ability of the Assignee to register this Agreement;

- (iii) HJC has no knowledge of any claims of infringement pending with respect to the Z1R Proprietary Rights;
- (iv) HJC has neither applied for nor registered any other rights in the Z1R Proprietary Rights, and undertakes (jointly and severally) not do so in the future;
- (v) HJC has not assigned or agreed to assign to any other person or company or otherwise encumbered the Z1R Proprietary Rights hereby assigned;
- (vi) HJC will execute and furnish all documents and perform all other acts reasonably necessary to accomplish a valid and lawful assignment of the Z1R Proprietary Rights to LeMans. In addition, HJC agrees to provide information and cooperate as reasonably necessary from and after the date of this Agreement in the event LeMans desires to register LeMans rights in the Z1R Proprietary Rights; and
- (vii) from and after the effective date of this Agreement, HJC will discontinue all use of the Z1R Proprietary Rights except as expressly permitted under the Z1R HELMET MANUFACTURING AGREEMENT dated on or about even date herewith and entered into between J-Tech, Inc. and LeMans.

4. This Agreement shall be binding upon and inure to the benefit or the parties and their respective successors and permitted assigns. There shall be no assignment of this Agreement by either party without the prior written consent of the other party.

5. This Agreement constitutes the complete and entire agreement of the parties concerning the subject matter hereof and supersedes any and all other agreements and understandings between the parties whether written or oral.

6. The terms of the Agreement apply worldwide.

7. This Agreement shall be deemed to have been executed in the State of Wisconsin, USA, and shall be construed, interpreted and applied in accordance with the laws of the State of Wisconsin, without regard to the conflict of laws principles thereof. The United States District Court for the Western District of Wisconsin shall have exclusive venue and jurisdiction over any dispute as to the interpretation of any provision of this Agreement and/or the performance of the parties hereunder, unless otherwise agreed in writing by the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement to become effective as of the day and year first written above.

<p>HONG JIN CROWN CORPORATION (aka HJC CO., LTD)</p> <p>By: <u>W. K. Hong</u> Name: <u>WAN KI HONG</u> Title: <u>CHAIRMAN</u></p>	<p>LEMANS CORPORATION</p> <p>By: <u>Fred Fox</u> Name: <u>Fred Fox</u> Title: <u>Chairman</u></p>
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SCHEDULE A

Mark	Country	Registration No.	Registration Date
Z1R	United States	2,792,445	December 9, 2003
Z1R	Canada	TMA642160	June 15, 2005
Z1R and Design	Korea	4005687610000	December 15, 2003
Z1R	European Union	6865059	January 29, 2009