

02/16/2011

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To the Director of the U. S. Patent and Tra

ments or the new address(es) below

1. Name of conveying party(ies):

Robbins Auto Top Co, Inc (doing business as and also known as Robbins Auto Top Company and Robbins Auto Top Company, Inc.)

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation- State: California
- Other

Citizenship (see guidelines)

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name Robbins Auto Top LLC

Internal Address

Street Address: 1845 Woodall Rodgers Frwy, Suite 1600

City Dallas

State TX

Country USA Zip: 75201

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship
- Other limited liability co Citizenship California (USA)

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) 01/21/2011

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A Trademark Application No.(s)

B Trademark Registration No (s)

See Appendix A Attached Hereto.

Additional sheet(s) attached? Yes No

C Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Appendix A Attached Hereto

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

Name Michael Lockwood

Internal Address: Andrews Kurth LLP

Street Address 1717 Main Street, Suite 3700

City Dallas

State TX Zip 75201

Phone Number: (214) 659-4540

Fax Number: (214) 659-4886

Email Address mikelockwood@andrewskurth.com

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$240.00

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

02/17/2011 AMULLINS 00000004 1240184
 01 FC:0521 40.00 DP
 02 IC:0522 125.00 DP
 Deposit Account Number
 Authorized User Name

9. Signature:

Signature

02/03/2010

Date

Mark S Solomon

Name of Person Signing

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



8

TRADEMARK

REEL: 004483 FRAME: 0301

**APPENDIX A
TO RECORDATION FORM COVER SHEET
(ROBBINS AUTO TOP LLC)**

Trademarks

Trademark	Registration No.	Serial No.
ROBBINS	1240184	73346157
 ROBBINS (Words and Design)	1654791	74060694
 (Design Only)	1177996	73252594
ROBBINS FLEX-HINGE	1532913	73678698
SUN-FAST "G"	1529622	73742560
SUN-FAST	1526759	73742125

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (“Assignment”), is made as of January 21, 2011 (the “Effective Date”), by **ROBBINS AUTO TOP CO., INC.**, a California corporation formerly known and also doing business as Robbins Auto Top Company, Inc. and Robbins Auto Top Company (“Assignor”), in favor of **ROBBINS AUTO TOP LLC**, a California limited liability company (“Assignee”).

W I T N E S S E T H:

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of even date herewith (the “Purchase Agreement”); and

WHEREAS, in accordance therewith, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in and to all of Assignor’s registered and unregistered domestic and foreign trademark and trademark applications, including, without limitation, the trademark registrations and/or trademark applications and/or trademark rights listed in Schedule A annexed hereto and incorporated herein by this reference (all of the foregoing being referred to herein as the “Trademarks”).

A G R E E M E N T

NOW, THEREFORE, for and in consideration of these premises, the mutual covenants and undertakings herein contained and for other good and valuable consideration, the full receipt and sufficiency of which are hereby expressly acknowledged and confessed and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Assignment of Trademark Rights to Assignee.** Assignor hereby transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor’s worldwide right, title and interest in, to and under the Trademarks, all rights to sue for past, present and future infringement or violation of any Trademark, all rights to collect any damages for past, present and future infringements or violations of the Trademarks, and all goodwill associated with the foregoing, the same to be held and enjoyed by the said Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the said Assignor had this Assignment not been made.

2. **Covenants, Representations and Warranties.** This Assignment is executed pursuant to the Purchase Agreement. Assignor hereby covenants, represents and warrants that (i) Assignor is rightfully and absolutely possessed of and entitled to transfer the interest in each of Trademarks as such interest is described in Schedule A annexed hereto and hereby sold, conveyed, transferred and assigned and that Assignor has in it good right, title and authority to sell, convey, transfer and assign the interest transferred in such Trademarks to Assignee, its successors and assigns according to this Assignment, (ii) Assignee shall immediately upon its execution and delivery of this Assignment have possession of and may from time to time and at all times hereafter peaceably and quietly have, hold, possess and enjoy the interest transferred in such Trademarks and hereby sold, conveyed, transferred and assigned to and for Assignee’s own use and benefit without any manner of hindrance, interruption, claim or demand whatsoever of,

TRADEMARK

REEL: 004483 FRAME: 0303

from or by Assignor or any person or entity whomsoever and with good and indefeasible title thereto, free and clear and absolutely released and discharged from and against all liens, charges, claims, encumbrances, bargains, sales, gifts, grants, equities, mortgages, restrictions, pledges, security interests, leases, contracts, commitments and adverse claims of whatever kind or character; and (iii) neither the validity of any of the Trademarks nor Assignor's ownership rights thereto have ever been questioned.

3. **Further Assurances.** Assignor hereby covenants and agrees with Assignee, its successors and assigns that Assignor will from time to time and at all times hereafter, upon every reasonable request of Assignee, its successors or assigns, make, do and execute or cause and procure to be made, done and executed all such further acts, deeds or assurances as may be reasonably required by Assignee, its successors or assigns, whether for more effectually and completely vesting in Assignee, its successors or assigns, the Trademarks hereby sold, conveyed, transferred and assigned in accordance with the terms hereof or for the purpose of registration or otherwise. Without limiting the generality of the foregoing, Assignor shall execute and deliver to Assignee any instruments, documents or agreements required by any registrar, hosting service or other person or entity with respect to the transfer of any of the Trademarks.

4. **Power of Attorney.** Assignor hereby constitutes and appoints Assignee as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, in the name of Assignor or Assignee, but on behalf and for the benefit of Assignee, to demand, collect and receive for the account of Assignee all of the Trademarks hereby sold, conveyed, transferred and assigned to Assignee or intended so to be; to institute or prosecute, in the name of Assignor or otherwise, all proceedings that Assignee may deem necessary or convenient in order to realize upon, affirm or obtain title to or possession of or to collect, assert or enforce any property, claim, right or title of any kind in or to the Trademarks hereby sold, conveyed, transferred or assigned to Assignee or intended so to be; and to do all such acts and things in relation thereto as Assignee shall deem reasonably desirable. Assignor agrees that the foregoing powers are coupled with an interest and are and shall be irrevocable by Assignor, assuming such power of attorney is reasonably exercised.

5. **Assignor as Trustee.** Assignor hereby declares that, as to any of the Trademarks of the Assignor intended to be sold, conveyed, transferred and assigned to Assignee, its successors and assigns hereby and the title to which may not have passed to Assignee, its successors and assigns by virtue of this Assignment or any transfers or conveyances that may from time to time be executed and delivered in pursuance of the foregoing covenants, Assignor holds the same in trust for Assignee, its successors and assigns to sell, convey, transfer and assign the same as Assignee may from time to time direct.

6. **Controlling Agreement.** It is contemplated that Assignor may, at any time or from time to time, execute, acknowledge and deliver one or more separate instruments of assignment and conveyance relating to certain of the Trademarks. No such separate instrument of assignment or conveyance shall limit the scope and effect of this Assignment. In the event that any conflict or ambiguity exists as between this Assignment and any such separate instrument of assignment, the terms and provisions of this Assignment shall govern and be controlling.

7. **Governing Law.** Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment shall be governed by and construed in accordance with the laws of the State of California without regard to the principles of conflicts of laws thereunder.

8. **Binding Effect.** This Assignment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

9. **Amendment.** This Assignment may be amended, modified or supplemented only by an instrument in writing executed by the party against which enforcement of the amendment, modification or supplement is sought.

10. **Descriptive Headings.** The descriptive headings of the several paragraphs, subparagraphs and clauses of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

11. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, each of the parties has executed this Assignment as of the date first above written.

ASSIGNOR:

ROBBINS AUTO TOP CO., INC., a California corporation

By: Richard D Robbins
Name: RICHARD D ROBBINS
Title: Pres

STATE OF CALIFORNIA §
 §
COUNTY OF Los Angeles §

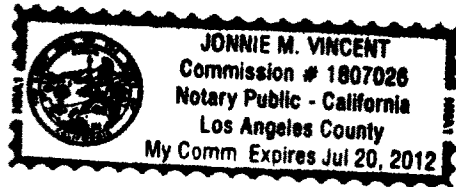
BEFORE ME, the undersigned authority, on this day personally appeared Jonnie Vincent, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed and with full authority of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 21st day of January 2011.

Jonnie Vincent
Notary in and for the State of California



My Commission Expires:

Jul 20, 2012



SCHEDULE A

A. REGISTERED TRADEMARKS/SERVICE MARKS

Trademark	Registration No.	Serial No.	Registration Date	Type
ROBBINS	1240184	73346157	5/31/1983	Trademark
 ROBBINS (Words and Design)	1654791	74060694	8/27/1991	Trademark
 (Design Only)	1177996	73252594	11/17/1981	Trademark
ROBBINS FLEX-HINGE	1532913	73678698	4/4/1986	Trademark
SUN-FAST "G"	1529622	73742560	3/14/1996	Trademark
SUN-FAST	1526759	73742125	2/28/1989	Trademark

B. APPLICATIONS

None.

C. TRADENAMES

Robbins Auto Top
Sun-Fast
Sun-Fast "G"

AGREED:

ROBBINS AUTO TOP LLC

By: 
John R. Benefield, Vice President