

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
South Baker Street, Inc.		04/15/2011	CORPORATION: COLORADO
RECEIVING PARTY DATA			
Name:	B&M Racing & Performance Products, Inc.		
Street Address:	9142 Independence Avenue		
City:	Chatsworth		
State/Country:	CALIFORNIA		
Postal Code:	91911		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3035772	B & M TRANSMISSION AND GEAR	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8736		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-951-8000		
Email:	eileen.sullivan@bingham.com		
Correspondent Name:	Eileen Sullivan		
Address Line 1:	Bingham McCutchen LLP		
Address Line 2:	One Federal Street		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	BMRAC-034		
NAME OF SUBMITTER:	David O. Johanson		
Signature:	/david johanson/		
Date:	05/12/2011		

OP \$40.00 3035772

Total Attachments: 5

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EXHIBIT A

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Trademark Assignment") is made and entered into as of the __ day of April, 2011, between South Baker Street, Inc., a Colorado corporation, located at 1900 West Baker Street, Englewood, Colorado 80110-1005 ("Assignor"), and B&M Racing and Performance Products Inc., a Delaware corporation, located at 9142 Independence Avenue, Chatsworth, California 91911 ("Assignee").

WHEREAS, Assignor and Assignee have entered into a Trademark Assignment and Settlement Agreement (the "Settlement Agreement") concurrently herewith, pursuant to which Assignor agreed to assign to Assignee all of Assignor's right, title and interest to the Trademark, as defined herein below, together with the goodwill associated therewith, and all registrations and applications for registrations related to the Trademark; and

WHEREAS, pursuant to the terms of the Settlement Agreement, Assignor hereby executes and delivers to Assignee this Trademark Assignment to effect the assignment of the Trademark, and the registration and applications therefor, and the associated goodwill, to Assignee.

NOW, THEREFORE, the parties hereto, in consideration of the mutual agreements provided herein and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, and intending to be legally bound, do hereby agree as follows.

1. Assignor hereby sells, transfers, conveys, assigns, and sets over unto Assignee, its successors and assigns, Assignor's entire right, title and interest in and to the following Trademark:

•B&M TRANSMISSION AND GEAR, as shown in United States Patent & Trademark Office registration number 3,035,772, and as shown in Colorado State Trademark Registration ID Number 20051021558

including, without limitation, all of Assignor's registrations and applications therefor, and Assignee's right to apply for and register the Trademark, in the United States of America and all foreign jurisdictions, together with the goodwill with which the Trademark is used and symbolized by the Trademark, all common law and statutory rights related to the Trademark, all rights of renewal and extension, and the right to recover for damages and profits for past, present and future infringements thereof, reserving nothing to Assignor.

2. Assignor hereby assigns the mark on the terms set forth in the Settlement Agreement.

3. Assignor agrees, without further consideration, to execute all oaths, assignments, powers of attorney, applications, and other papers necessary or desirable to fully secure to Assignee the right, title and interest conveyed herein, and to take such further actions as may be reasonably requested by Assignee in order to carry out the provisions and purposes of this Assignment.

SOUTH BAKER STREET, INC.
"Assignor"

By: Charles D. Mulhern
Name:
Title: President

STATE OF COLORADO
COUNTY OF Colorado Denver
(B)

SUBSCRIBED AND SWORN to before me on this 15th day of April, 2011, appeared Charles D. Mulhern, the person who signed this instrument, who acknowledged that s/he is the President of South Baker Street, Inc. and that being duly authorized s/he signed such instrument as a free act on behalf of South Baker Street, Inc.

Notary Public



My Commission Expires:

Paul Brusca
Notary Public
State of Colorado

My Commission Expires 9/27/2014

ESTATE OF JAMES F. MULHERN

By: Charles Dennis Mulhern
Charles Dennis Mulhern, Co-Personal Representative

STATE OF COLORADO
COUNTY OF Denver

SUBSCRIBED AND SWORN to before me on this 15th day of April, 2011, appeared Charles Dennis Mulhern, the person who signed this instrument, who acknowledged that s/he is the co-personal representative of the Estate of James F. Mulhern, and that being duly authorized s/he signed such instrument as a free act on behalf of the Estate of James F. Mulhern.

Notary Public [Signature]

Paul Brusca
Notary Public
State of Colorado

My Commission Expires:

My Commission Expires 9/27/2014

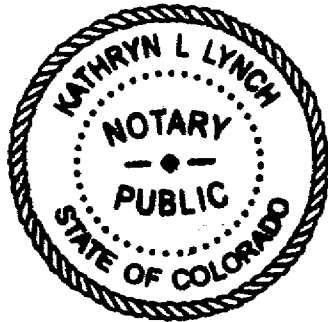
By: Rebecca Mulhern
Rebecca Mulhern, Co-Personal Representative

STATE OF COLORADO
COUNTY OF Denver

SUBSCRIBED AND SWORN to before me on this 15th day of April, 2011, appeared Rebecca Mulhern, the person who signed this instrument, who acknowledged that s/he is the co-personal representative of the Estate of James F. Mulhern, and that being duly authorized s/he signed such instrument as a free act on behalf of the Estate of James F. Mulhern.

Notary Public


My Commission Expires:



My Commission Expires 02/25/2015

The foregoing assignment by South Baker Street, Inc.. is hereby accepted as of the 11 day of APRIL, 2011.

B&M RACING AND PERFORMANCE PRODUCTS, INC.
"Assignee"

By: 
Name: Brian Appelgate
Title: President

STATE OF CALIFORNIA
COUNTY OF Los Angeles

SUBSCRIBED AND SWORN to before me on this 11 day of APRIL, 2011, appeared Brian Appelgate, the person who signed this instrument, who acknowledged that he is the President of B&M Racing and Performance Products, Inc., and that being duly authorized s/he signed such instrument as a free act on behalf of B&M Racing and Performance Products, Inc.


Notary Public

My Commission Expires: Jan 7, 2013

