

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
Magnum Products, LLC		10/03/2011	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Magnum Power Products, LLC		
Street Address:	S45 W29290 Highway 59		
City:	Waukesha		
State/Country:	WISCONSIN		
Postal Code:	53189		
Entity Type:	LIMITED LIABILITY COMPANY: WISCONSIN		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85299659	POWER ZONE	
Registration Number:	3464331	MAGNUM	
Registration Number:	3433201	MAGNUM	
Registration Number:	2498342	POWER ZONE MAGNUM POWER SYSTEMS	
CORRESPONDENCE DATA			
Fax Number:	(414)273-5198		
Phone:	414-273-3500		
Email:	bgilpin@gklaw.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Brian G. Gilpin; Godfrey & Kahn, S.C.		
Address Line 1:	780 N. Water Street		
Address Line 4:	Milwaukee, WISCONSIN 53202		
ATTORNEY DOCKET NUMBER:	054695-0064		

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**TRADEMARK
 REEL: 004639 FRAME: 0634**

NAME OF SUBMITTER:	Brian G. Gilpin
Signature:	/Brian G. Gilpin/
Date:	10/11/2011
Total Attachments: 4 source=magnumtm#page1.tif source=magnumtm#page2.tif source=magnumtm#page3.tif source=magnumtm#page4.tif	

TRADEMARK ASSIGNMENT

WHEREAS, MAGNUM PRODUCTS, LLC, a Wisconsin limited liability company (the “Assignor”), owns all right, title, and interest in the trademarks listed in the attached Schedule A and any related common law rights, and including the goodwill associated therewith (collectively referred to as the “Trademarks”);

WHEREAS, MAGNUM POWER PRODUCTS, LLC, a Wisconsin limited liability company having its principal place of business at S45 W29290 Highway 59, Waukesha, WI 53189 (“Assignee”), is acquiring certain of the assets of Assignor, including the Trademarks, pursuant to an asset purchase agreement, dated as of October 3, 2011, between Assignor and Assignee (the “Asset Purchase Agreement”); and

WHEREAS, in connection with such Asset Purchase Agreement, Assignee is acquiring all rights throughout the world in and to the Trademarks and any applications and registrations therefor, together with the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, along with the right to recover damages and profits for past and future infringements thereof.

NOW, THEREFORE, for the good and valuable consideration set forth in the Asset Purchase Agreement, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor hereby sells, assigns, and transfers unto Assignee all right, title, and interest in and to the Trademarks and any applications or registrations therefor, together with all common law rights therein, the goodwill of the business in connection with which the Trademarks are used and which is symbolized by the Trademarks, throughout the world, all renewals thereof, and all proceeds therefrom together with any and all claims or causes of infringement or dilution thereof that may have accrued prior to and/or after the effective date of this Trademark Assignment, together with the right to bring suit for and/or initiate any proceeding to collect any and all damages arising from said claims or causes of action, to be held and enjoyed by the Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made.
2. Assignee is the successor-in-interest to the on-going business of Assignor, or that portion of the business to which the Trademarks pertain.
3. This Trademark Assignment may be executed simultaneously in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.
4. This Trademark Assignment is subject to all the terms and conditions of the Asset Purchase Agreement. The parties intent that this Trademark Assignment is for recordation purposes only and its terms shall not modify the applicable terms and conditions of the Asset Purchase Agreement, which govern the parties’ rights and interests in the Trademarks.

[Signature page follows.]

MAGNUM PRODUCTS, LLC

By: *T. Joseph*
Name: THOMAS J. JOSEPH
Title: MANAGER
Date: SEPTEMBER 29, 2011

MAGNUM POWER PRODUCTS, LLC

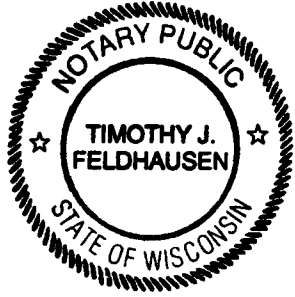
By: _____
Name: _____
Title: _____
Date: _____

Subscribed and sworn to before me
this 29 day of ~~October~~ SEPTEMBER, 2011.

[Signature]
Notary Public, State of Wisconsin
My Commission Expires: 15 PERMANENT

Subscribed and sworn to before me
this ___ day of October, 2011.

Notary Public, State of Wisconsin
My Commission Expires: _____



[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

TRADEMARK
REEL: 004639 FRAME: 0637

MAGNUM PRODUCTS, LLC

By: _____
Name: _____
Title: _____
Date: _____



Subscribed and sworn to before me
this ___ day of October, 2011.

Notary Public, State of Wisconsin
My Commission Expires: _____



MAGNUM POWER PRODUCTS, LLC

By: _____
Name: York A. Ragon
Title: Secretary and Treasurer
Date: _____

Subscribed and sworn to before me
this 3rd day of October, 2011.


Notary Public, State of Wisconsin
My Commission Expires: 

SCHEDULE A: TRADEMARKS

MARK	COUNTRY	APP NO./ REG. NO.	FILING DATE/REG. DATE
POWER ZONE	US	85/299,659	04/20/2011
	US	3,464,331	07/08/2008
MAGNUM	US	3,433,201	05/20/2008
Power Zone Magnum Power Systems	US	2,498,342	10/16/2001
MAGNUM	CA	735,325	02/26/2009
	CA	735,324	02/26/2009

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