

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
Smart Parts, Inc.		03/29/2011	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	KEE Action Sports, LLC.		
Street Address:	570 Mantua Blvd		
City:	Sewell		
State/Country:	NEW JERSEY		
Postal Code:	08080		
Entity Type:	COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2455420	THE FREAK	
CORRESPONDENCE DATA			
Fax Number:	(503)517-9919		
Phone:	503-517-8900		
Email:	craig.rogers@simpleiplaw.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:	Craig Rogers		
Address Line 1:	9600 SW Oak St.		
Address Line 2:	Suite 525		
Address Line 4:	Tigard, OREGON 97223		
ATTORNEY DOCKET NUMBER:	8512-170		
NAME OF SUBMITTER:	Craig R. Rogers		
Signature:	/Craig R. Rogers/		

OP \$40.00 2455420

900207386

**TRADEMARK
 REEL: 004662 FRAME: 0171**

Date:

11/17/2011

Total Attachments: 2

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Transfer Statement March 29, 2011

Smart Parts, Inc., the debtor ("Borrower"), whose address is 100 Station Street, Loyalhanna, PA 15661 and PNC Bank, National Association and PNC Equipment Finance, LLC (collectively, "Lender", with an address care of PNC Bank, 249 Fifth Avenue, Pittsburgh, PA 15222, Attn: James E. Graham, are parties to (1) that certain Seventh Amended and Restated Committed Line of Credit Note dated as of June 16, 2008 in an amount not to exceed \$6,425,000; (2) that certain Amended and Restated Term Note dated September 19, 2002 and amended and restated as of November 18, 2002 in the principal amount of \$2,300,000.00; (3) that certain Term Note dated September 4, 2003 in the original principal amount of \$850,000.00; (4) that certain Amended and Restated Convertible Line of Credit Note dated as of March 29, 2004 in the original principal amount of \$800,000.00; (5) that certain Second Amended and Restated Convertible Line of Credit Note dated as of March 26, 2007 in the original principal amount of \$1,530,000; (6) that certain Term Note dated as of March 27, 2007 in the original principal amount of \$139,000.00; and (7) that certain Loan and Security Agreement (Loan No.: 4498) dated as of March 26, 2007 (as amended and modified, collectively, the "Loan Agreements").

Pursuant to the Loan Agreements, Borrower granted to PNC Bank, National Association a security interest in, among other things, all (a) inventions, discoveries, processes, designs, techniques, developments and related improvements whether or not patentable; (b) United States patents, patent applications, divisionals, continuations, reissues, renewals, registrations, confirmations, re-examinations, extensions and any provisional applications, or any such patents or patent applications, and any foreign or international equivalent of any of the foregoing, including but not limited to the items listed on Exhibit A hereto; (c) United States registered, unregistered or pending trademark, trade dress, service mark, service name, trade name, brand name, logo, domain name, or business symbol and any foreign or international equivalent of any of the foregoing and all goodwill associated therewith and any applications in connection with the foregoing including but not limited to the items listed on Exhibit B hereto; (d) work specifications, software (including object and source code listing) and artwork; (e) technical, scientific and other know-how and information, trade secrets, methods, processes, practices, formulas, designs, assembly procedures, specifications owned or used by Borrower; (f) copyrights; (g) work for hire; (h) any and all rights of Borrower to the name "Smart Parts" or any derivation thereof; (i) all assets used or useful by Borrower in the conduct of its business over the internet or in any electronic medium, including any websites or domain names owned by Borrower; (j) all assignments, transfers, permissions, rights or licenses granted to Borrower relating to any of the foregoing, whether, express, implied or by operation of law; (k) all accounts, contract rights, claims, and general intangibles (including payment intangibles) relating to any of the foregoing including but not limited to all licenses and settlements relating to the foregoing; (l) all other rights of every kind whatsoever accruing thereunder or pertaining thereto whether arising in the past, concurrently with the closing of this agreement or thereafter, (m) all cash and non-cash proceeds of any of the foregoing; and (n) all claims for and rights to damages or other relief by way of past, present and future infringements of any of the foregoing.

Borrower subsequently defaulted in connection with one or more of the Obligations secured by the Collateral. Lender exercised its post-default remedies with respect to the Collateral, including disposing of the Collateral pursuant to § 9-610 of the Uniform Commercial Code, as adopted by the Commonwealth of Pennsylvania by private disposition to KEE Action Sports, LLC, 570 Mantua Blvd, Sewell NJ 07924 ("Purchaser"). By reason of the exercise by Lender of those remedies, Purchaser has acquired the rights of Borrower in the Collateral.

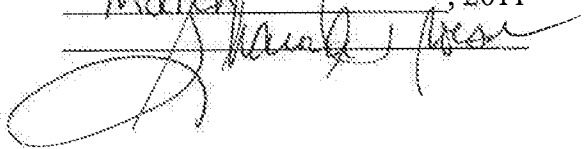
PNC Bank, National Association

By: 

Name: James E. GRAHAM

Title: VICE PRESIDENT

Sworn to before me this 29th day of
March, 2011



COMMONWEALTH OF PENNSYLVANIA

Notarial Seal

Sharon A. Troesch, Notary Public
City of Pittsburgh, Allegheny County
My Commission Expires Nov. 28, 2013

Member, Pennsylvania Association of Notaries