

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
Kustomwerks, Inc.		10/28/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Double Down Parts, Inc.		
Street Address:	2220 Sallies Lane		
City:	Winston-Salem		
State/Country:	NORTH CAROLINA		
Postal Code:	27106		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2954269	KUSTOMWERKS	
Registration Number:	3136254	WILD CARD	
Registration Number:	3159432	WILD CARD	
Registration Number:	3189785	KILLER WATTS	
CORRESPONDENCE DATA			
Fax Number:	(336)232-9075		
Phone:	3362723175		
Email:	dsar@brookspierce.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:	David W. Sar		
Address Line 1:	P.O. Box 26000		
Address Line 4:	Greensboro, NORTH CAROLINA 27420		
ATTORNEY DOCKET NUMBER:	DOUBLE DOWN PARTS		
NAME OF SUBMITTER:	David W. Sar		

OP \$115.00 2954269

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TRADEMARK
REEL: 004667 FRAME: 0674

Signature:	/DavidWSar/
Date:	11/29/2011
Total Attachments: 3 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif	

Assignment

This Assignment ("Assignment"), having an effective date as of the date set forth below, is entered into by and between Kustomwerks, Inc., a Delaware corporation ("Assignor"), and Double Down Parts, Inc., a North Carolina corporation ("Assignee"). Collectively, Assignor and Assignee are referred to herein as the "Parties."

WHEREAS, Assignor desires to transfer to Assignee all of Assignor's right, title, privileges and interest in and to (i) each of the trademarks, proprietary indicia, trade styles, trade dresses, logos, symbols, source identifiers, brand names, trade names, and designations identified in the attached Exhibit A, as well as all associated trademark, service mark, and trade name rights and goodwill (collectively, the "Trademarks"), and (ii) each of the copyrights identified in the attached Exhibit A ("Copyrights"); and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged and deemed sufficient, for the matters recited in this Assignment, and for other valid and good consideration, the Parties agree as follows:

Assignor hereby conveys, assigns, quit-claims, delivers and transfers to Assignee all of Assignor's entire right, title, privileges, and interest in and to each and every of the Copyrights and the Trademarks, together with all goodwill appurtenant thereto, all common law, statutory, state, federal, foreign and international rights thereto, and all registration(s) and application(s) for the registration of any of the Trademarks and Copyrights, whether such registration(s) or application(s) are made to the United States Patent and Trademark Office, United States Copyright Office, or any state, country, government, or foreign authority, including without limitation those application(s) and registration(s) set forth on the attached Exhibit A, to be held and enjoyed by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made. Included without limitation within this assignment are, and Assignor hereby expressly conveys, assigns and transfers all of Assignor's rights under any claim relating to any of the Trademarks or Copyrights that arose at any time prior and up to the conveyance of the Trademarks and Copyrights under this Assignment, including, without limitation, all rights to sue third parties for past infringement, dilution, cyber-piracy, unfair competition and counterfeiting of any of the Trademarks and Copyrights and to recover, collect and hold all damages, profits and other compensation arising from such third party's unlawful acts.

Assignor represents and warrants that (i) immediately prior to this assignment, Assignor exclusively owns and has the sole, full and unencumbered rights to each of the Trademarks and Copyrights, and has not previously licensed, transferred or pledged such things, (ii) Assignor has the sole full authority and power to enter into this Agreement and to make this assignment, (iii) to the best of Assignor's knowledge, the Copyrights and Trademarks do not violate or infringe upon any personal, property or other rights of others, or infringe any copyright or trademark, whether common law or statutory, and (iv) to the best of Assignor's knowledge, no person or entity has violated any rights in any of the Copyrights and Trademarks, other than those persons or entities, if any, of which Assignor has informed Assignee prior to entering into this Assignment.

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Assignor, at the request of Assignee or its counsel, and at no additional charge to Assignee, shall execute, acknowledge and deliver any and all papers, transfers, or other documents or instruments that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment; provided, however, this Assignment shall be effective regardless of whether any such additional documents are executed. Assignor hereby irrevocably appoints Assignee and its duly authorized officers and agents as Assignor's agent and attorney-in-fact, which appointment is coupled with an interest, for and on Assignor's behalf, if Assignee is unable for any reason to secure Assignor's signature, to assign all of such ownership interest and rights to Assignee and to execute and file any such instruments or documents and to do all other lawfully permitted acts to further the intent of this Assignment, with the same legal force and effect as if executed by Assignor. Further, Assignor shall cooperate with Assignee or its counsel, but at Assignee's reasonable expense (other than expenses associated with the time of Assignor's employees), by providing, when requested, lawful and truthful testimony, affidavit(s), statement(s), and assistance relating to any of the Copyrights and Trademarks, the creation, nature and timing of its use of any of the Copyrights and Trademarks, and to any efforts to apply for, register, obtain, explain, record, protect, enforce, police, prosecute, defend, affirm, enhance, expand, divide, nationalize, continue, reissue, memorialize, document, assign, encumber, confirm, renew, or maintain any rights in any of the Copyrights and Trademarks. Assignor shall further do and perform all lawful and truthful acts that Assignee may determine necessary, in its reasonable discretion, to carry out the intent of this Assignment.

Signed under seal as of October 28, 2011.

ASSIGNOR
KUSTOMWERKS, INC.

By:  (SEAL)
John R Duffy, Director

ASSIGNEE
DOUBLE DOWN PARTS, INC.

By:  (SEAL)
Donald C. Hannon, President

TRADEMARK

REEL: 004667 FRAME: 0677

Exhibit A

Trademarks

1. KUSTOMWERKS
2. US Trademark Registration No. 2,954,269 for KUSTOMWERKS
3. WILD CARD
4. US Trademark Registration No. 3,136,254 for WILD CARD



- 5.
6. US Trademark Registration No. 3,159,432 for the logo in #5 above
7. KILLER WATTS
8. US Trademark Registration No. 3,189,785 for KILLER WATTS
9. STREET IRON, if any rights exist at the time of the Assignment

Copyrights

1. *Wild card*, including US Copyright Reg. No. VA 1-270-590 (a/k/a Copyright Reg. No. VA0001270590)
2. *Wild card logos*, including those referenced by US Copyright document number V3512D090, recorded 2004-06-18 with the US Copyright Office
3. *Kendall Johnson photographs taken September 22, 2005*, including those referenced by US Copyright document number V3548D648, recorded 2007-02-12 with the US Copyright Office
4. *Kustomwerks, Inc. logo. Graphic Designer, Victor M. Sepulveda a/k/a Kustomwerks: kustom parts for American made motorcycles*, referenced by US Copyright document number V3543D096, recorded 2007-06-04 with the US Copyright Office
5. *Kustomwerks, Inc. logo. Graphic Designer, Victor M. Sepulveda a/k/a Kustomwerks: kustom parts for American made motorcycles*, referenced by US Copyright document number V3553D096, recorded 2007-06-04 with the US Copyright Office