

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
	Motorsports Authentics LLC	FORMERLY Action Performance Companies Inc	01/18/2008	LIMITED LIABILITY COMPANY: NORTH CAROLINA
RECEIVING PARTY DATA				
Name:	Mercedes Bohbot			
Street Address:	9635 Cedarbrook Drive			
City:	Beverly Hills			
State/Country:	CALIFORNIA			
Postal Code:	90210			
Entity Type:	INDIVIDUAL: UNITED STATES			
PROPERTY NUMBERS Total: 1				
	Property Type	Number	Word Mark	
	Registration Number:	3017776	JEFF HAMILTON	
CORRESPONDENCE DATA				
Fax Number:	(310)317-7119			
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2133695555			
Email:	jeffhamilton@usa.com			
Correspondent Name:	Jeff Bohbot			
Address Line 1:	9635 Cedarbrook Drive			
Address Line 4:	Beverly Hills, CALIFORNIA 90210			
NAME OF SUBMITTER:	Mercedes Bohbot			
Signature:	/Mercedes Bohbot/			
Date:	04/09/2012			

OP \$40.00 3017776

Total Attachments: 4

source=Cover#page1.tif

source=Settlement Agreement & Mutual General Release 2#page1.tif

source=Settlement Agreement & Mutual General Release 2#page2.tif

source=Settlement Agreement & Mutual General Release 2#page3.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p>1. Name of conveying party(ies):</p> <p>Motorsports Authentics, Inc</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>North Carolina</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes Additional names, addresses, or citizenship attached? <input checked="" type="checkbox"/> No</p> <p>Name: <u>Mercedes Bohbot</u> Internal Address: _____</p> <p>Street Address: <u>9635 Cedarbrook Drive</u> City: <u>Beverly Hills</u> State: <u>California</u> Country: <u>United States</u> Zip: <u>90210</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input type="checkbox"/> Corporation Citizenship _____ <input checked="" type="checkbox"/> Other <u>Individual</u> Citizenship <u>United States</u></p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) _____</p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

<p>4. Application number(s) or registration number(s) and identification or description of the Trademark.</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><u>3017776</u></p>
<p>Additional sheet(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
JEFF HAMILTON, IC 025. US 022 039. G & S: Serial No: 7848777; FIRST USE: 19850327. FIRST USE IN COMMERCE: 19850417; (4) STANDARD CHARACTER MARK; Registration Date: November 22, 2005

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Jeff Bohbot</u> Internal Address: _____ Street Address: <u>9635 Cedarbrook Drive</u> City: <u>Beverly Hills</u> State: <u>California</u> Zip: <u>90210</u> Phone Number: <u>213-369-5555</u> Fax Number: _____ Email Address: <u>jeffhamilton@usa.com</u></p>	<p>6. Total number of applications and registrations involved: 1</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____</p> <p><input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>Deposit Account Number _____ Authorized User Name _____</p>
---	---

<p>9. Signature: // Mercedes Bohbot //</p> <p style="text-align: center;">_____ Signature</p> <p style="text-align: center;">Mercedes Bohbot Name of Person Signing</p>	<p style="text-align: right;">April 2, 2010 Date</p> <p>Total number of pages including cover sheet, attachments, and document: 4</p>
---	---

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE

This Settlement Agreement and Mutual General Release (“Agreement”) is made and entered into as of January 11, 2008 (“Effective Date”) by and among: (i) Action Performance Companies, Inc. (“APC”) and Jeff Hamilton Collection, Inc. (“Collection”), by and through their successor in interest Motorsports Authentics, Inc. (“Motorsports”) [collectively the “APC Group”], and (ii) Jeff Bohbot also known as Jeff Hamilton (“Jeff”), Jeff Hamilton Industries, Inc. doing business as JDI (“JDI”), Mercedes Bohbot (“Bohbot”) and Judith Alessi (“Alessi”) [collectively the “Bohbot Group”], with respect to the following facts:

RECITALS

A. Jeff and Monique Foerster (“Monique”) were married on September 16, 1976, and they separated on November 29, 1987.

B. On or about April 25, 1988, Monique filed, in the Los Angeles County Superior Court (the “Superior Court”) a Petition for Dissolution of Marriage (“Petition”) in that certain dissolution action “In re Marriage of Monique Bohbot, Petitioner and Jeff Bohbot, Respondent,” case number D215047 (the “Divorce Action”).

C. In or about January 1990, Jeff filed a response to Petition for Dissolution (the “Response”) in the Divorce Action.

D. On or about February 15, 1990, Jeff and Monique entered into a Property Settlement Agreement (“PSA”) in the Divorce Action.

E. Thereafter, Jeff and Monique executed a Stipulated Judgment for Dissolution (the “Stipulated Judgment”) which was entered on or about April 27, 1990, in the Divorce Action.

F. In or about August 1999, Monique filed a Motion to Set Aside the Judgment in the Divorce Action (the “Set Aside Motion”).

G. In or about December 1999, the Superior Court heard the Set Aside Motion and thereafter, the Superior Court later denied the Set Aside Motion in a minute order dated March 14, 2000 (the “Minute Order”).

H. On or about November 20, 2001, in connection with Monique’s appeal of the Minute Order and the denial of the Set Aside Motion, the Court of

evidence, argument or briefing at the Consolidated Trial that the Collection Lien Rights are not valid, effective or enforceable against Monique despite the JDI Stipulation To Vacate the Federal Court Action and other provisions of this Agreement.

9. Dismissal: Arizona Action. At the Closing, and after APC's tender of the Shelby Automobile to Alessi, Alessi shall deliver to APC a Dismissal with Prejudice of the Arizona Action.

10. Satisfaction of Mercedes' \$114,495 Judgment in the Federal Court Action. At the Closing, Mercedes shall deliver to APC a satisfaction of judgment in the Federal Court Action which provides that the Federal Court Judgment in the Federal Court Action in the amount of \$114,495 plus all accrued interest in favor of Mercedes against APC and Collection (including their successor in interest Motorsports) is released, extinguished, discharged, fully satisfied and of no further effect. Mercedes shall also take all steps necessary to dismiss the related North Carolina Action with prejudice.

11. Quitclaim of Jeff Hamilton Trademarks.

(i) Upon the Closing, and upon receipt of the \$50,000 Payment, the \$100,000 Payment, and the UCBTA Proceeds, APC, Collection and Motorsports hereby quitclaim and assign "AS IS" to Jeff, or his designee, any and all rights, title and interests, if any, of APC, Collection and Motorsports in and to the Jeff Hamilton Trademarks, i.e., Trademark Nos. 2,146,926, 2,209,913, 2,145,567, 1,815,981, 1,434,027, and any common law trademark rights (collectively "Jeff Hamilton Trademarks"), and (a) any registration of the Jeff Hamilton Trademarks (b) the good will of the business symbolized and associated with the Jeff Hamilton Trademarks and (c) the right to sue and recover profits or damages arising out of any future infringements or dilution or damage or injury to the Jeff Hamilton Trademarks, any registrations thereof, or any such associated good will. Jeff, JDI and Mercedes acknowledge and understand that APC has previously abandoned the Jeff Hamilton Trademarks in 2005 as disclosed and discussed in APC's SEC Form 10Q and 10K filings, and otherwise.

(ii) APC, Collection and Motorsports are not making any warranties or representations of any kind regarding the validity and viability, or continued validity or viability, of the Jeff Hamilton Trademarks under federal, state, or common law, or in equity, whatsoever, and Jeff, JDI, Mercedes and Alessi agree and understand that the releases in this Agreement include releases and waivers of any claims of any kind with respect to the Jeff Hamilton Trademarks and the past

ownership or use thereof, including, without limitation, any alleged misuse, degradation or devaluation of the Jeff Hamilton Trademarks, or related good will and value, at any time and in any manner by APC, Collection or Motorsports or any of their related persons or entities.

(iii) For valuable consideration, receipt of which is hereby acknowledged, at the Closing, the APC Group shall execute and deliver to the Bohbot Group an assignment of the URL domain name jeffhamilton.com without warranty, representation or recourse (the "Domain Name") provided however that the Bohbot Group shall pay all filing fees if any, required for the transfer of the Domain Name from the APC Group to the Bohbot Group.

12. Dismissal: Federal Court Action. No later than the Closing, APC, Collection, and the Bohbot Group shall sign and deliver to the Bohbot Group a Stipulation and [Proposed] Order Re Dismissal with Prejudice of the Federal Court Action, and take all other actions necessary to dismiss the Federal Court Action with prejudice as to all parties in compliance and consistent with this Agreement.

13. Stipulation to Vacate Judgment in Federal Court Action. No later than the Closing, APC shall execute and deliver to the Bohbot Group a (i) Stipulation to Vacate Judgment in the Federal Court Action as to JDI ("JDI Stipulation to Vacate"), (ii) a Stipulation to Vacate Judgment in the Federal Court Action as to Jeff ("Jeff Stipulation to Vacate"), and (iii) Satisfaction of Judgment in the Federal Court Action.

14. Filing of Dismissals and Stipulations. No later than five (5) business days after the Closing, the parties shall file with the appropriate courts, the Dismissal with Prejudice of the Interpleader Action, Dismissal with Prejudice of the Arizona Action, Dismissal with Prejudice of the Federal Court Action, Dismissal with Prejudice of the Intervention Action as to the Bohbot Group only, and the JDI Stipulation to Vacate in the Federal Court Action. The Bohbot Group shall not file:

(i) the Satisfaction of Judgment in the Federal Court Action unless the Federal Court declines to vacate the Federal Court Judgment, in which case the Bohbot Group shall be permitted to file the Satisfaction of Judgment in the Federal Court Action;

(ii) the Jeff Stipulation to Vacate Judgment in the Federal Court Action until (a) the conclusion of the Consolidated Trial and (b) the entry of an order in the Divorce Action adjudicating the Collection Lien Rights.