

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK ASSIGNMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Power Sport Industries, Inc.		08/01/2012	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	All Balls Racing, Inc.		
Street Address:	3787 95th Avenue NE, Suite 250		
City:	Blaine		
State/Country:	MINNESOTA		
Postal Code:	55014		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3969715	ALL BALLS	
Registration Number:	2893698	ALL BALLS RACING	
CORRESPONDENCE DATA			
Fax Number:	2136270705		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(213) 683-5627		
Email:	nancychow@paulhastings.com		
Correspondent Name:	Nancy Chow		
Address Line 1:	Paul Hastings LLP		
Address Line 2:	515 South Flower Street, 25th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	78922.00003		
NAME OF SUBMITTER:	Nancy Chow		
Signature:	/Nancy Chow/		

CH \$65.00 3969715

TRADEMARK

Date:

08/01/2012

**Total Attachments: 6**

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## TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (this “**Agreement**”) is entered into as of August 1, 2012, (the “**Effective Date**”), by and between Power Sport Industries, Inc., a Pennsylvania corporation (“**Assignor**”), and All Balls Racing, Inc., a Delaware corporation (“**Assignee**”).

### Recitals

WHEREAS, concurrently with this Agreement, the parties are entering into an Asset Purchase Agreement (the “**Asset Purchase Agreement**”), pursuant to which Assignor is selling, transferring and assigning certain assets relating to the business and operations of Assignor, including the trademarks listed in Exhibit A (the “**Marks**”); and

WHEREAS, the Asset Purchase Agreement contemplates execution of this Agreement;

NOW THEREFORE, in consideration of mutual promises provided herein and in the Asset Purchase Agreement and for other good and valuable consideration, the receipt and adequacy of which each party hereto hereby acknowledges, the parties hereto agree as follows.

### Agreement

1. **ASSIGNMENT.** Assignor hereby irrevocably and unconditionally grants, conveys, transfers, and assigns to Assignee (a) all of Assignor’s right, title and interest in the U.S. and worldwide in and to the Marks together with the goodwill of the business symbolized by and associated with the Marks, including all common law rights and trademark registration for the Marks, same to be held by Assignee for Assignee’s own use and enjoyment, and for the use and enjoyment of Assignee’s successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Agreement had not been made; and (b) all rights to income, royalties, and license fees deriving from the Marks, all causes of actions, claims, and rights to damages or profits, arising by reason of past, present and future infringements of the Marks or injury to the goodwill associated with the Marks and the right to sue for and collect such damages, as permitted under the applicable laws for any jurisdiction or country in which such claims may be asserted for the use and benefit of Assignee and its successors, assigns and other legal representatives.

2. **ASSISTANCE.** Assignor agrees to perform, without cost or expense to Assignor (except as otherwise permitted herein), all acts deemed necessary or desirable by Assignee to permit and assist Assignee in perfecting and enforcing the full benefits, enjoyment, rights, title and interest throughout the world in the Marks, and the intellectual property rights therein assigned to Assignee hereunder. Such acts may include execution of documents, including any and all powers of attorney, applications, assignments, declarations, affidavits, and any other papers in connection therewith reasonably necessary to perfect such benefits, enjoyment, rights, title and interest in Assignee, assistance and cooperation in the registration and enforcement of applicable

intellectual property rights or other legal proceedings, including providing documents and materials in the possession or control of Assignor, testifying in any legal proceedings, signing lawful papers and making all lawful oaths at Assignee's expense, and generally doing everything that is reasonably necessary to aid Assignee in obtaining and enforcing proper protection for applicable intellectual property rights.

### 3. GENERAL.

3.1 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws). Each party expressly and irrevocably consents to the jurisdiction of each such court (and each appellate court thereof).

3.2 Waiver; Amendment. Any agreement on the part of a party hereto to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such party. A waiver by a party hereto of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time. This Agreement may not be amended, modified or supplemented except by written agreement of the parties hereto.

3.3 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent that it is not held invalid or unenforceable.

3.4 Construction. This Agreement was negotiated by the parties with the benefit of legal representation and any rule of construction or interpretation otherwise requiring this Agreement to be construed or interpreted against any party hereto shall not apply to any construction or interpretation hereof.

3.5 Counterparts; Deliveries. This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. This Agreement and each other agreement or instrument entered into in connection herewith or contemplated hereby, and any amendments hereto, to the extent signed and delivered by means of a facsimile machine or other electronic transmission (including .pdf files), shall be treated in all manner and respects and for all purposes as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party to any such agreement or instrument shall raise the use of a facsimile machine or other electronic transmission to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or other electronic transmission as

a defense to the formation or enforceability of a contract and each such party forever waives any such defense.


3.6 Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof.

*[Signature Page Follows]*

**IN WITNESS WHEREOF**, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

**“Assignor”**

Power Sport Industries, Inc.

By:   
Name: Stefan Laessle  
Title: President

**“Assignee”**

All Balls Racing, Inc.

By: \_\_\_\_\_  
Name: James R. Wisnoski  
Title: Chief Executive Officer, President and Secretary

[Trademark Assignment]

**TRADEMARK**  
**REEL: 004833 FRAME: 0976**

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement, or has caused this Agreement to be executed on its behalf by a representative duly authorized, all as of the date first above set forth.

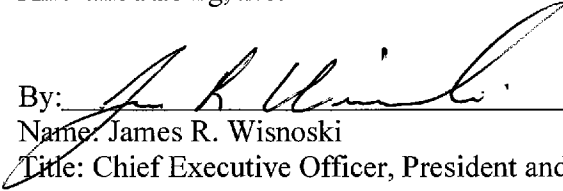
**“Assignor”**

Power Sport Industries, Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“Assignee”**

All Balls Racing, Inc.

By:   
Name: James R. Wisnoski  
Title: Chief Executive Officer, President and Secretary

[Trademark Assignment]

Exhibit A  
Marks

Country	Application/Serial No.	Registration No.	Mark
United States	76/166,813	3,969,715	All Balls
United States	85/132,596	2,893,698	All Balls Racing