

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
Quick Fuel Technology, Inc.		11/30/2012	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	QFT Holdings, Inc.		
Street Address:	129 Dishman Lane		
City:	Bowling Green		
State/Country:	KENTUCKY		
Postal Code:	42101		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85766100	BLACK DIAMOND	
Registration Number:	2459386	FOUR DOOR	
Registration Number:	4203662	SLAYER	
Serial Number:	85444669	QUICK FUEL TECHNOLOGY	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	312-862-6371		
Email:	renee.prescan@kirkland.com		
Correspondent Name:	Renee Prescan		
Address Line 1:	300 North LaSalle Street		
Address Line 2:	Kirkland & Ellis LLP		
Address Line 4:	Chicago, ILLINOIS 60654		
ATTORNEY DOCKET NUMBER:	14281-2 RMP		

CH \$115.00 85766100

NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	11/30/2012
Total Attachments: 9 source=QF-QFT Holdings -- IP Assignment Agreement (Execution)_(24406048_12) pdf#page1.tif source=QF-QFT Holdings -- IP Assignment Agreement (Execution)_(24406048_12) pdf#page2.tif source=QF-QFT Holdings -- IP Assignment Agreement (Execution)_(24406048_12) pdf#page3.tif source=QF-QFT Holdings -- IP Assignment Agreement (Execution)_(24406048_12) pdf#page4.tif source=QF-QFT Holdings -- IP Assignment Agreement (Execution)_(24406048_12) pdf#page5.tif source=QF-QFT Holdings -- IP Assignment Agreement (Execution)_(24406048_12) pdf#page6.tif source=QF-QFT Holdings -- IP Assignment Agreement (Execution)_(24406048_12) pdf#page7.tif source=QF-QFT Holdings -- IP Assignment Agreement (Execution)_(24406048_12) pdf#page8.tif source=QF-QFT Holdings -- IP Assignment Agreement (Execution)_(24406048_12) pdf#page9.tif	

INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of November 30, 2012 (the "Effective Date"), by and between Quick Fuel Technology, Inc., a Kentucky corporation ("Quick Fuel"), B Squared Development, LLC, a Kentucky limited liability company ("B Squared"), Benebe, Inc., a Kentucky corporation ("Benebe", and together with Quick Fuel and B Squared, each an "Assignor" and collectively the "Assignors"), on the one hand, and QFT Holdings, Inc., a Delaware corporation (the "Assignee"), on the other hand. Capitalized terms not defined herein shall have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, in connection with that certain Asset Purchase Agreement dated as of the date hereof (as may be amended, modified or supplemented, the "Purchase Agreement"), by and among Marvin Benoit, an individual, Quick Fuel, B Squared, Benebe and Assignee, Assignee wishes to acquire from the Assignors, and the Assignors wish to assign to Assignee, all of the Assignors' entire right, title and interest in and to all Proprietary Rights owned by the Assignors, including without limitation: (i) the patents and patent applications set forth on Schedule A ("Patents"); (ii) the trademarks and trademark applications set forth on Schedule B, together with all rights derived therefrom, including statutory, common law and contractual rights, and any and all goodwill connected with and symbolized by, in, to and under any of the foregoing ("Trademarks"); and (iii) the domain name registrations set forth on Schedule C ("Domain Names"). The Proprietary Rights set forth in this paragraph are collectively referred to herein as the "Company Proprietary Rights."

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Each of the Assignors hereby contributes, assigns, transfers, conveys, delivers and sets over to Assignee, such Assignors' entire right, title and interest in and to the Company Proprietary Rights, including all rights therein that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, together with all income, royalties, damages or payments accrued, due or payable as of the Effective Date or thereafter with respect thereto, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Company Proprietary Rights, with the right to sue for, and collect the same, in each case, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by such Assignor if this Assignment had not been made.

Each of the Assignors hereby requests that the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any applicable foreign countries, record Assignee as the assignee and owner of the Patents and Trademarks.

The Assignors shall take all reasonable actions, and provide to Assignee, its successors, assigns, and other legal representatives, reasonable cooperation and assistance, at Assignee's request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney and

other documentation) as may be reasonably required to effect the assignment to Assignee of the Company Proprietary Rights (including the Patents, Trademarks and Domain Names) in accordance with the terms hereof.

Neither the making nor the acceptance of this conveyance, assignment, transfer and assumption shall enlarge, restrict or otherwise modify the terms of the Purchase Agreement or constitute a waiver or release by any party to the Purchase Agreement of any obligations or duties imposed thereby. For the avoidance of doubt, in the event of any conflict or ambiguity between the provisions of this Assignment, on the one hand, and the provisions of the Purchase Agreement, on the other hand, the Purchase Agreement shall control.

The law of the State of Delaware shall govern all questions concerning the construction, validity, interpretation and enforceability of this Assignment, and the performance of the obligations imposed by this Assignment, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

* * * * *

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNORS:

Quick Fuel Technology, Inc.

By: Marvin Bencit
Name: Marvin Bencit
Title: pres

B Squared Development, LLC

By: Marvin Bencit
Name: M. Bencit
Title: pres

Benebe, Inc.

By: Marvin Bencit
Name: M. Bencit
Title: pres

ASSIGNEE:

QFT Holdings, Inc.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the date first written above.

ASSIGNORS:

Quick Fuel Technology, Inc.

By: _____
Name: _____
Title: _____

B Squared Development, LLC


By: _____
Name: _____
Title: _____

Benebe, Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

QFT Holdings, Inc.

By: 
Name: Stephen M. Trussell
Title: Chief Financial Officer and Secretary

Schedule A

U.S. Patents and Patent Applications



	Title	Applic. No./ Filing Date	Patent No./ Issue Date	Status	Expiration Date	Current Owner
1.	Carburetor main body	29/292210 10/2/2007	D578550 10/14/2008	Issued	10/14/2022	Marvin Benoit
2.	Carburetor main body	29/262425 6/29/2006	D555668 11/20/2007	Issued	11/20/2021	Quick Fuel Technology, Inc. (Kentucky corp.)
3.	Automobile fuel pump	29/372492 11/29/2010	D645055 9/13/2011	Issued	9/13/2025	Quick Fuel Technology, Inc. (Kentucky corp.)
4.	Automobile fuel pump	29/372493 11/29/2010	D645057 9/13/2011	Issued	9/13/2025	Quick Fuel Technology, Inc. (Kentucky corp.)
5.	Automobile fuel pump	29/372494 11/29/2010	D645058 9/13/2011	Issued	9/13/2025	Quick Fuel Technology, Inc. (Kentucky corp.)
6.	Carburetor float bowl	29/244462 12/8/2005	D543999 6/5/2007	Issued	6/5/2021	Quick Fuel Technology, Inc. (Kentucky corp.)
7.	Carburetor float bowl	29/244461 12/8/2005	D543555 5/29/2007	Issued	5/29/2021	Quick Fuel Technology, Inc. (Kentucky corp.)
8.	High performance power valve for a carburetor	09/713657 11/15/2000	6520488 2/18/2003	Issued	2/18/2017	Quick Fuel Technology, Inc. (Kentucky corp.)


Schedules to Intellectual Property Assignment

Schedule B

Trademark Registrations and Applications

	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services	Current Owner
1.	BLACK DIAMOND	U.S.	85/766100 10/29/2012	—	7, CARBURETORS AND PARTS THEREFOR	Quick Fuel Technology, Inc. (Kentucky corp.)
2.	FOUR DOOR	U.S.	75881638 12/27/1999	2459386 6/12/2001	7, AUTOMOTIVE PARTS, NAMELY A POWER VALVE FOR A CARBURETOR	Quick Fuel Technology, Inc. (Kentucky corp.)
3.	SLAYER	U.S.	85/444643 10/11/2011	4203662 9/4/2012	7, CARBURETORS AND PARTS THEREFOR	Quick Fuel Technology, Inc. (Kentucky corp.)

	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services	Current Owner
4.	QUICK FUEL TECHNOLOGY and Design 	U.S.	85/444669 10/11/2011	—	7, CARBURETORS; CARBURETOR SMALL PARTS; FUEL BOWL KITS COMPRISING FUEL BOWLS, FUEL BOWL GASKETS, FUEL INLET FITTINGS, FUEL INLET PLUGS, AND O-RINGS FOR SEALING THESE FITTINGS; VENT TUBES AND SCREWS; NEEDLE AND SEAT ASSEMBLIES AND PARTS; CARBURETOR SPACERS; FLANGE GASKETS; FUEL PRESSURE GAUGES AND FUEL LINES; FUEL PUMPS AND FUEL PRESSURE REGULATORS; AIR BLEEDS; BOOSTER KITS COMPRISING BOOSTERS, GASKETS AND SCREWS; CHOKE CAPS, CLIPS AND SEALS; VACUUM SECONDARY HOUSINGS, DIAPHRAGM ASSEMBLIES AND SEALS; JETS AND POWER VALVES; METERING BLOCKS; ALCOHOL AND E-85 ETHANOL VEHICLE FUEL CONVERSION KITS COMPRISING METERING BLOCKS, JETS, FUEL BOWL EXTENSIONS, BOOSTER ASSEMBLIES, BOOSTER PINS, AIR BLEEDS, FLOATS, AND GASKETS; CARBURETOR REBUILD KITS COMPRISING NEEDLE AND SEAT ASSEMBLIES, POWER VALVES, PUMP DIAPHRAGM ASSEMBLIES, FUEL BOWL GASKETS, FLANGE GASKETS, THROTTLE BODY GASKETS, AND METERING BLOCK GASKETS; SPECIALTY PARTS, NAMELY, AIR BELLS, AND SWITCHES; THROTTLE BODY ASSEMBLIES, THROTTLE PLATES, THROTTLE SHAFTS AND THROTTLE SHAFT KITS COMPRISING LINKAGES, SHAFT ASSEMBLIES, THROTTLE PLATES, THROTTLE PLATE SCREWS, SPRINGS AND COTTER PINS 16, DECALS 25, CLOTHING, NAMELY, HATS AND T-SHIRTS	Quick Fuel Technology, Inc. (Kentucky corp.)
5.	QUICK FUEL TECHNOLOGY and Design 	Canada	1570423 3/26/2012	—	(1) CARBURETORS; CARBURETOR SMALL PARTS; FUEL BOWL KITS, VENT TUBES AND SCREWS; NEEDLE AND SEAT ASSEMBLIES AND PARTS; CARBURETOR SPACERS; FLANGE GASKETS; FUEL PRESSURE GAUGES AND FUEL LINES; FUEL PUMPS AND FUEL PRESSURE REGULATORS; AIR BLEEDS, BOOSTER KITS AND PARTS; CHOKE CAPS, CLIPS AND SEALS; VACUUM SECONDARY HOUSINGS, DIAPHRAGM ASSEMBLIES AND SEALS; JETS AND POWER VALVES; METERING BLOCKS; ALCOHOL AND E-85 CONVERSION KITS AND CARBURETOR REBUILD KITS; SPECIALTY PARTS, SUCH AS AIR BELLS, SWITCHES AND SPRINT KITS; THROTTLE BODY ASSEMBLIES, THROTTLE PLATES, THROTTLE SHAFTS AND KITS; DECALS; CLOTHING, NAMELY HATS AND T- SHIRTS.	Quick Fuel Technology, Inc. (Kentucky corp.)

	Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Class/Goods and Services	Current Owner
6.	QUICK FUEL TECHNOLOGY and Design 	Australia	1482093 3/22/2012	—	7, ENGINE PARTS IN THIS CLASS; CARBURETORS; CARBURETOR SMALL PARTS; FUEL BOWL KITS, VENT TUBES AND SCREWS; NEEDLE AND SEAT ASSEMBLIES AND PARTS; CARBURETOR SPACERS; FLANGE GASKETS; FUEL PRESSURE GAUGES AND FUEL LINES; FUEL PUMPS AND FUEL PRESSURE REGULATORS; AIR BLEEDS, BOOSTER KITS AND PARTS; CHOKE GAFS, CLIPS AND SEALS; VACCUM SECONDARY HOUSINGS, DIAPHRAGM ASSEMBLIES AND SEALS; JETS AND POWER VALVES; METERING BLOCKS; ALCOHOL AND E-85 CONVERSION KITS AND CARBURETOR REBUILD KITS; SPECIALITY PARTS, SUCH AS AIR BELLS, SWITCHES AND SPRINT KITS; THROTTLE BODY ASSEMBLIES, THROTTLE PLATES THROTTLE SHAFTS AND KITS 16, PRINTED MATTER; STATIONERY: DECALCOMANIAS, POSTERS, PAPER AND CARDBOARD GOODS IN THIS CLASS 25, CLOTHING; HEADGEAR AND FOOTWEAR; HATS AND T-SHIRTS	Quick Fuel Technology, Inc. (Kentucky corp.)

Schedules to Intellectual Property Assignment

Schedule C

Domain Name Registrations

QUICKFUELTECHNOLOGY.COM

MBENOIT.COM

Schedules to Intellectual Property Assignment