

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
SLP Performance Parts, Inc.		03/08/2013	CORPORATION: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Roush Performance Products, Inc.		
Street Address:	12445 Levan Road		
City:	Livonia		
State/Country:	MICHIGAN		
Postal Code:	48150		
Entity Type:	CORPORATION: MICHIGAN		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2560270	BLACKWING	
Registration Number:	2560269		
Registration Number:	2933213	FLOWPAC	
Registration Number:	2935058	LOUD MOUTH	
Registration Number:	3055321	POWER-FLO	
Registration Number:	2361001	SLP	
Registration Number:	3886024	SLP MUSCLE CAR CENTRAL	
Registration Number:	3088376	SLP PERFORMANCE PAC	
Registration Number:	3146303	ZL	
CORRESPONDENCE DATA			
Fax Number:	4803855061		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4803855060		

OP \$240.00 2560270

Email: docketing@ifllaw.com
Correspondent Name: Jeffrey P. Thennisch
Address Line 1: 7010 E. Cochise Rd
Address Line 4: Scottsdale, ARIZONA 85253

ATTORNEY DOCKET NUMBER:	138.9999
NAME OF SUBMITTER:	Jeffrey P. Thennisch
Signature:	/JEFFREY P. THENNISCH/
Date:	07/08/2013

Total Attachments: 4
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment Agreement") is made and entered into as of March 8, 2013 by and between Roush Performance Products, Inc., a Michigan corporation ("Buyer"), and SLP Performance Parts, Inc., a New Jersey corporation (the "Company" or "Seller").

Recitals:

A. Seller and Buyer are parties to that certain Asset Purchase Agreement dated as of March 8, 2013 (the "Purchase Agreement") under which Seller has agreed, among other things, to sell, assign, transfer and deliver to Buyer, free and clear of all Liens (other than the Permitted Liens) the Purchased Assets. Capitalized terms used herein and not otherwise defined have the meanings ascribed to them in the Purchase Agreement.

B. The execution and delivery of this Assignment Agreement by Seller and Buyer is a requirement under the Purchase Agreement.

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

1. Seller hereby sells, assigns, transfers and delivers to Buyer, free and clear of all Liens all of Seller's Intellectual Property included among the Purchased Assets, including, without limitation, the Intellectual Property listed on Schedule A attached hereto, and all rights attached thereto, including, without limitation, the rights to sue for past infringement of the Patents and/or Trademarks and the right to any goodwill contained in the Trademarks
2. This Assignment Agreement shall be binding upon, inure to the benefit of, and be enforceable by Buyer and its successors and assigns.
3. Seller, for itself and its successors and assigns, by this Assignment Agreement, covenants with the Buyer and its successors and assigns, that Seller and its successors and assigns will do, execute and deliver and will cause to be done, executed and delivered all such further acts, transfers, assignments and conveyances, powers of attorney and assurances, for better assuring, conveying and confirming unto the Buyer and its successors and assigns, all the Intellectual Property hereby conveyed, transferred and assigned as the Buyer and its successors and assigns, reasonably request, and the covenants and agreements herein conveyed shall inure to the benefit of the Buyer and its successors and assigns and shall bind and be enforceable against Seller and its successors and assigns.
4. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflict of law rules.

[Signatures appear on the next following page.]

IN WITNESS WHEREOF, SLP Performance Parts, Inc. caused this Assignment of Intellectual Property to be executed on the day and year first above written.

SLP Performance Parts, Inc.
a New Jersey corporation

By: Edward Hamburger

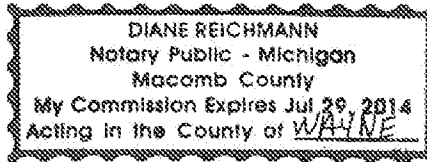
Its: Pres

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me in Wayne County, Michigan, this 8th day of March, 2013, by Edward Hamburger, the President, Secretary + Treasurer of SLP Performance Parts, Inc., a New Jersey corporation, on behalf of said corporation.

Diane Reichmann

Print name: Diane Reichmann
Notary Public, State of Michigan, County of Wayne.
My commission expires July 29, 2014
Acting in the County of Wayne.



Schedule A

to the

ASSIGNMENT OF INTELLECTUAL PROPERTY

1. The following domain names, and all rights associated therewith: slponline.com, slp-media.com, mail.slponline.com, and slpnj.com.
2. The following Patents, together any rights to sue for past infringement of such Patents.
 - i. D415,081 grille design
 - ii. D418,592 Blackwing air cleaner design
 - iii. 6,059,851 Blackwing air cleaner
 - iv. 6,340,375 Blackwing air cleaner method & use
 - v. D586,273 Fender vent design
 - vi. SN 29/404,365 Supercharger housing
3. The following Trademarks, together with any goodwill contained in the Trademarks and any rights to sue for past infringement of such Trademarks.
 - i. BLACKWING Reg 2,560,270
 - ii. BLACKWING DESIGN Reg 2,560,269
 - iii. FLOWPAC Reg 2,933,213
 - iv. LOUD MOUTH Reg 2,935,058
 - v. POWER-FLO Reg 3,055,321
 - vi. SLP Reg 2,361,001
 - vii. SLP MUSCLE CAR CENTRAL Reg 3,886,024
 - viii. SLP PERFORMANCE PAC Reg 3,088,376
 - ix. ZL Reg 3,146,303

4. The following social media platforms owned and operated by SLP, and all rights associated therewith, including rights derived from the content contained therein:
 - i. <https://www.facebook.com/SLPCars>
 - ii. <https://twitter.com/SLPCars>
 - iii. SLP's accounts on Instagram, Reddit, Mix/Chime.in, Digg and Tumblr.
5. The following software programs:
 - i. Motorola 123 Scan Software
 - ii. Easy FLV Streaming Video 9
 - iii. WOW Slider 2.0
 - iv. Ford Electronic Catalog

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