

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
Roush Performance Products, Inc.		07/16/2013	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	Roush Enterprises, 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: 4803755061
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 4803855060
 Email: docketing@ifllaw.com

OP \$240.00 2560270

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: 08/01/2013

Total Attachments: 2
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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is between Roush Performance Products, Inc., a Michigan corporation ("Assignor") and Roush Enterprises, Inc., a Michigan corporation ("Assignee").

WHEREAS, Assignor is the sole owner of all right, title and interest in and to the Patents, Marks, and other Intellectual Property subject matter set forth in Schedule A, and the goodwill symbolized thereby (hereinafter "the Intellectual Property Rights"); and

WHEREAS, Assignor wishes to assign, and Assignee wishes to acquire, all right, title and interest in and to the Intellectual Property Rights, including any and all pending or issued patents or trademark applications or registrations relating to the Intellectual Property Rights.

NOW THEREFORE, in view of the mutual covenants exchanged herein, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree that:

1. ASSIGNMENT

Assignor hereby sells, assigns and transfers to Assignee all right, title and interest, in the United States and abroad, in and to the Intellectual Property Rights identified in the attached Schedule A, and the good will of the business symbolized by the Intellectual Property Rights, along with any pending or issued patents, any pending or issued trademarks, as well as any common law rights in the United States or any other nation. Without limiting the generality of the foregoing, Assignor further sells, assigns and transfers to Assignee all right, title and interest to sue and recover for past infringements by any third parties of any of the Intellectual Property Rights set forth at Schedule A hereto.

2. APPLICABLE LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Michigan, applicable to contracts to be made and performed entirely therein without giving effect to the principles of conflicts of law thereof or any other jurisdiction.

3. MODIFICATIONS

This Agreement may be changed only by written amendment signed by both parties.

Roush Performance Products (Assignor)

By: _____

Name: Evan D. Lyall

Title: CEO

Date: July 16, 2013

Roush Enterprises, Inc.

By: _____

Name: Evan D. Lyall

Title: CEO

Date: July 16, 2013

SCHEDULE A

INTELLECTUAL PROPERTY RIGHT	PATENT/SERIAL/REGISTRATION NO.
Grille Design	U.S. Design Patent D415,081
Blackwing Air Cleaner Design	U.S. Design Patent D418,592
Fender Vent Design	U.S. Design Patent D586,273
Supercharger Housing	U.S. Design Serial No. 29/404,365
Blackwing Air Cleaner	U.S. Patent 6,059,851
Blackwing Air Cleaner Method & Use	U.S. Patent 6,340,375
BLACKWING	U.S. Reg. No. 2,560,270
BLACKWING DESIGN	U.S. Reg. No. 2,560,269
FLOWPAC	U.S. Reg. No. 2,933,213
LOUD MOUTH	U.S. Reg. No. 2,935,058
POWER-FLO	U.S. Reg. No. 3,055,321
SLP	U.S. Reg. No. 2,361,001
SLP MUSCLE CAR CENTRAL	U.S. Reg. No. 3,886,024
SLP PERFORMANCE PAC	U.S. Reg. No. 3,088,376
ZL	U.S. Reg. No. 3,146,303