

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
Treeloft Innovations Inc.		08/14/2013	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	TMG Performance Products, LLC		
Street Address:	140 Blaze Industrial Parkway		
City:	Berea		
State/Country:	OHIO		
Postal Code:	44017		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3281301	VOLANT COOL AIR INTAKES	
CORRESPONDENCE DATA			
Fax Number:	2162410816		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	216-622-8200		
Email:	ipdocket@calfee.com		
Correspondent Name:	Timothy J. Connors		
Address Line 1:	c/o Calfee, Halter & Griswold LLP		
Address Line 2:	1405 East Sixth St., The Calfee Building		
Address Line 4:	Cleveland, OHIO 44114-1607		
ATTORNEY DOCKET NUMBER:	33905/04007		
NAME OF SUBMITTER:	Timothy J. Connors		
Signature:	/timothy j. connors/		

CH \$40.00 3281301

Date:

08/16/2013

Total Attachments: 3

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TRADEMARK ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Treeloft Innovations Inc., a California corporation with a place of business at 10285 Indiana Court, Rancho Cucamonga, California 91730 ("Assignor"), hereby sells, transfers and assigns to TMG Performance Products, LLC, an Ohio limited liability company with a place of business at 140 Blaze Industrial Parkway, Berea, Ohio 44017 ("Assignee"), its successors, assigns or other legal representatives, all worldwide right, title and interest in and to (i) all trademarks, service marks, trade dress, brand names and trade names worldwide that are owned by Assignor (the "Marks"), including but not limited to those identified on Schedule A; (ii) all registrations, and applications for registration, of the Marks worldwide, including but not limited to the registrations identified on Schedule B; (iii) all income, royalties, damages and payments now or hereafter due or payable with respect to the Marks worldwide; (iv) all rights of action arising from the Marks worldwide, including all claims for damages by reason of past, present and future infringement of the Marks and the right to sue and collect damages for such infringement, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made; and (v) the goodwill of the business symbolized by the Marks.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States, and the trademark office or agency of all foreign countries, to issue any registrations granted for said Trademarks to Assignee as the owner of the right, title, and/or interest in said Trademarks.

Assignor covenants and agrees that it will, at any time upon request, execute and deliver any additional documents, and take such further actions that Assignee, or any successor or assign, reasonably determines are required to aid the Assignee, its successors, or assigns, or their legal representatives, to document, perfect, effectuate or protect the ownership rights assigned herein, all without further consideration but at the expense of Assignee, its successors, assigns or other legal representatives.

In Witness Whereof, Assignor has executed this Assignment as of this 14th day of August, 2013

ASSIGNOR

TREELOFT INNOVATIONS INC.

By: [Signature]
Anthony Quezada, President and Chief Executive Officer

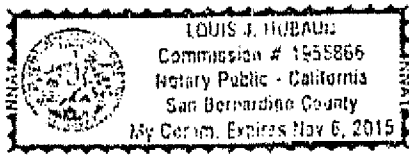
State of California)
San) ss:
County of SAN BERNARDINO)

Before me, a Notary Public in and for said County and State, personally appeared Anthony Quezada, the President and Chief Executive Officer of Treeloft Innovations Inc., a California corporation, who acknowledged that he did sign the foregoing instrument on behalf of said corporation, and that the same is his free act and deed as such officer and the free act and deed of said corporation,


IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Fontana California, this 14th day of August, 2013.

[Signature]
Notary Public

My commission expires: 1/06 2015



SCHEDULE A

MARKS
VOLANT PERFORMANCE
CAI
CAI & DESIGN  (cancelled Registration No. 3,182,297)
COOL AIR INTAKES (abandoned application No. 76/624,636)

SCHEDULE B

REGISTRATIONS			
Mark	Country	Registration No.	Registration Date
VOLANT COOL AIR INTAKES	US	3,281,301	8/21/07