

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
OTR Wheel Engineering, Inc.		06/20/2013	CORPORATION: GEORGIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	F.B.T. Enterprises, Inc.		
<b>Street Address:</b>	6 Riverside Industrial Park		
<b>City:</b>	Rome		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30161		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2288934	OUTRIGGER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4048792932		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
<b>Phone:</b>	(404) 879-2432		
<b>Email:</b>	atltrademarks@wcsr.com		
<b>Correspondent Name:</b>	Marcy L. Sperry		
<b>Address Line 1:</b>	P.O. Box 7037		
<b>Address Line 2:</b>	Womble Carlyle Sandridge & Rice, LLP		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30357-0037		
<b>ATTORNEY DOCKET NUMBER:</b>	O051 3000/66021.0001.2		
<b>NAME OF SUBMITTER:</b>	Marcy L. Sperry		
<b>Signature:</b>	/Marcy L. Sperry/		

CH \$40.00 2288934

Date:

08/22/2013

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT** (this "Assignment"), dated as of June 20, 2013 (the "**Effective Date**"), is made between OTR Wheel Engineering, Inc., a Georgia corporation with an address at 6 Riverside Industrial Park, Rome, Georgia 30161 (the "**Assignor**"), and F.B.T. Enterprises, Inc., a Georgia corporation with an address at 6 Riverside Industrial Park, Rome, Georgia 30161 (the "**Assignee**"). Assignor and Assignee are collectively referred to as the "**Parties**" and individually as a "**Party**".

**WHEREAS**, Assignor is the owner of certain trademarks and Assignee desires to acquire title to such trademarks in Assignee's name;

**WHEREAS**, Assignor and Assignee desire to confirm of record the assignment of the trademarks and goodwill to Assignee;

**NOW, THEREFORE**, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to (i) all applications and registrations (US and/or foreign) for the mark/name OUTRIGGER, including, but not limited to, the marks depicted in Schedule A; (ii) any and all trademark, service mark, trade name, logos, copyright, and intellectual property rights, including rights of priority, in the marks/names listed in (i) above ((i)-(ii) collectively, the "Marks"); (iii) any and all goodwill of the business associated with the Marks; (iv) all causes of action, claims and demands and other rights for, or arising from, any infringement or misappropriation, including past infringements and misappropriations, of the Marks; and (v) any royalties or other consideration owed in connection with use of the Marks after the Effective Date.

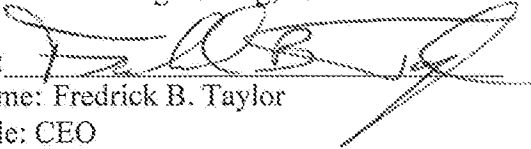
2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Marks, goodwill and all other rights hereby conveyed.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed by their respective authorized officers, all as of the date and year first above written.

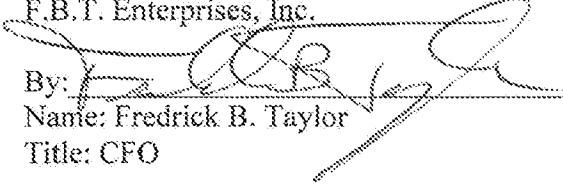
**ASSIGNOR:**

OTR Wheel Engineering, Inc.

By:   
Name: Fredrick B. Taylor  
Title: CEO

**ASSIGNEE:**

F.B.T. Enterprises, Inc.

By:   
Name: Fredrick B. Taylor  
Title: CFO

Schedule A

TRADEMARK	U.S. REGISTRATION NO.
OUTRIGGER	2288934

WCSR 30515192v1