

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |                             |                       |                         |
|---|-----------------------------|-----------------------|-------------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT              |                       |                         |
| <b>NATURE OF CONVEYANCE:</b>  | Asset Purchase Agreement    |                       |                         |
| <b>CONVEYING PARTY DATA</b>   |                             |                       |                         |
| <b>Name</b>   | <b>Formerly</b>             | <b>Execution Date</b> | <b>Entity Type</b>      |
| Dinan Engineering, Inc.   |                             | 05/31/2013            | CORPORATION: CALIFORNIA |
| <b>RECEIVING PARTY DATA</b>   |                             |                       |                         |
| <b>Name:</b>  | Dinan Corp.                 |                       |                         |
| <b>Street Address:</b>  | 865 Jarvis Drive            |                       |                         |
| <b>City:</b>  | Morgan Hill                 |                       |                         |
| <b>State/Country:</b>   | CALIFORNIA                  |                       |                         |
| <b>Postal Code:</b>   | 95037                       |                       |                         |
| <b>Entity Type:</b>   | CORPORATION: DELAWARE       |                       |                         |
| <b>PROPERTY NUMBERS Total: 3</b>  |                             |                       |                         |
| <b>Property Type</b>  | <b>Number</b>               | <b>Word Mark</b>      |                         |
| <b>Registration Number:</b>   | 3676341                     | DINAN                 |                         |
| <b>Registration Number:</b>   | 2225213                     | D DINAN               |                         |
| <b>Registration Number:</b>   | 3728042                     | D                     |                         |
| <b>CORRESPONDENCE DATA</b>  |                             |                       |                         |
| <b>Fax Number:</b>  | 6179518000                  |                       |                         |
| <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>   | 6179518000                  |                       |                         |
| <b>Email:</b>   | jennifer.kagan@bingham.com  |                       |                         |
| <b>Correspondent Name:</b>  | Jennifer Kagan              |                       |                         |
| <b>Address Line 1:</b>  | One Federal Street          |                       |                         |
| <b>Address Line 2:</b>  | Bingham McCutchen LLP       |                       |                         |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02110 |                       |                         |
| <b>ATTORNEY DOCKET NUMBER:</b>  | DINAN-000                   |                       |                         |
| <b>NAME OF SUBMITTER:</b>   | Jennifer Kagan              |                       |                         |

OP \$90.00 3676341

|   |                 |
|---|-----------------|
| Signature:  | /jenniferkagan/ |
| Date:   | 09/20/2013      |
| <b>Total Attachments: 6</b><br>source=Dinan _ Asset Purchase Agreement executed#page1.tif<br>source=Dinan _ Asset Purchase Agreement executed#page2.tif<br>source=Dinan _ Asset Purchase Agreement executed#page3.tif<br>source=Dinan _ Asset Purchase Agreement executed#page4.tif<br>source=Dinan _ Asset Purchase Agreement executed#page5.tif<br>source=Dinan _ Asset Purchase Agreement executed#page6.tif |                 |

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (this "Agreement") is dated as of the 31st day of May, 2013 by and among Dinan Corp., a Delaware corporation (the "Buyer"), Dinan Engineering, Inc., a California corporation (the "Seller"), Stephen J. Dinan ("Stephen"), Janice Kay Dinan ("Janice"), the 1995 Dinan Family Trust (the "Trust," and together with the Seller, Stephen and Janice, the "Seller Parties," each individually a "Seller Party").

WHEREAS, the Seller is engaged in the business of designing, manufacturing and marketing high performance automotive products; developing customized engine management software; and performing repair services and customized automotive upgrades (the "Business"); and

WHEREAS, the Buyer desires to purchase from the Seller, and the Seller desires to sell to the Buyer, substantially all of the assets of the Business in accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the parties hereto agree as follows:

1. PURCHASE AND SALE.

1.1 Purchased Assets. Subject to the terms and conditions set forth in this Agreement, at the Closing referred to in Section 3, the Seller shall sell, assign, transfer and deliver to the Buyer, and the Buyer shall purchase, acquire and take assignment and delivery of, all of the assets (other than the Excluded Assets) of the Seller (the "Purchased Assets"), including, without limitation, the following:

(a) all of the Seller's trade accounts receivable, notes receivable and miscellaneous receivables (the "Accounts Receivable");

(b) all of the Seller's inventories including all finished goods as well as all raw materials, parts and work in process (the "Inventory");

(c) all of the Seller's machinery, installations (including in the Transferred Vehicles), equipment, furniture, tools, spare parts, supplies, materials, molds, dies and other personal property owned by the Seller including, without limitation, those items described as Purchased Assets on Schedule 1.1(c) hereto (the "Equipment");

(d) the (i) trademarks and service marks, logos, trade dress, product configurations, trade names, corporate names and other indications of origin, together with all translations, derivations and combinations thereof, applications or registrations in any jurisdiction pertaining to the foregoing and all goodwill associated therewith; (ii) inventions (whether or not patentable), discoveries, improvements, ideas, know-how, formulae, methodologies, research and development, business methods, processes, technology, software, interpretive code or source code, object or executable code, and applications, patents or grants in any jurisdiction pertaining to the foregoing, including re-issues, continuations and divisions, continuations-in-part, reexaminations, renewals

and extensions; (iii) trade secrets, including confidential information and the right in any jurisdiction to limit the use or disclosure thereof; (iv) copyrights in writings, designs, software, mask works or other works, applications or registrations in any jurisdiction for the foregoing and all moral rights related thereto; (v) internet websites, web pages, domain names and applications and registrations pertaining thereto and all intellectual property used in connection with or contained in websites; (vi) rights under agreements relating to the foregoing; (viii) claims or causes of action arising out of or related to past, present or future infringement or misappropriation of the foregoing, and (ix) other intangible assets ("Intellectual Property") owned by the Seller and used in the Business, including without limitation those described on Schedule 1.1(d) hereto (the "Seller Intellectual Property");

(e) all of the Seller's rights under the contracts and agreements described on Schedule 1.1(e) hereto for the purchase or sale of utilities, goods, materials and services, and under all other contracts, commitments and agreements of the Seller entered into prior to the Closing in the ordinary course of business, the contracts, commitments and agreements referred to in this paragraph (e) being referred to collectively as the "Other Contracts";

(f) all of the Seller's accounting books, records and ledgers, employment and personnel records for all persons who are employees of the Seller as of the Closing and for all former employees of the Seller (with respect to all such employment and personnel records, to the extent permitted by applicable law), information systems and all other documents and records relating to the Purchased Assets;

(g) all of the Seller's title to, interest in and rights under the real estate leases (the "Real Estate Leases") described on Schedule 1.1(g) hereto (including any cash deposits made pursuant thereto), relating to the properties therein described and the buildings, plants and other structures or improvements thereon and, to the extent covered by the Real Estate Leases, any and all fixtures, machinery, installations, equipment and other property attached thereto or located thereon;

(h) all of the Seller's title to, interest in and rights under the leases of personal property described on Schedule 1.1(h) hereto (the "Personal Property Leases");

(i) all of the Seller's transferable rights under the licenses, permits and approvals, both governmental and private, described on Schedule 1.1(i) hereto (the "Permits");

(j) all of the Seller's title to and interest in motor vehicles, including those described on Schedule 1.1(j) hereto (the "Transferred Vehicles"), but excluding the vehicles listed on Schedule 1.2(d); and

(k) all of the Seller's title to, interest in and rights under any other assets of the Seller, except for the Excluded Assets.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have caused this Asset Purchase Agreement to be duly executed and delivered as a sealed instrument as of the date and year first above written.

**BUYER:**

**DINAN CORP.**

By:   
Name: Michael P. Hompesch  
Title: Executive Vice President

**SELLER PARTIES:**

**DINAN ENGINEERING, INC.**

By: \_\_\_\_\_  
Name: Stephen J. Dinan  
Title: President

\_\_\_\_\_  
Stephen J. Dinan

\_\_\_\_\_  
Janice K. Dinan

**1995 DINAN FAMILY TRUST**

\_\_\_\_\_  
Stephen J. Dinan, trustee

\_\_\_\_\_  
Janice K. Dinan, trustee

{SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT}

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By: \_\_\_\_\_  
Name: Michael P. Hompesch  
Title: Executive Vice President

**SELLER PARTIES:**

**DINAN ENGINEERING, INC.**

By: \_\_\_\_\_  
Name: Stephen J. Dinan  
Title: President

\_\_\_\_\_  
Stephen J. Dinan

\_\_\_\_\_  
Janice K. Dinan

**1995 DINAN FAMILY TRUST**

\_\_\_\_\_  
Stephen J. Dinan, trustee

\_\_\_\_\_  
Janice K. Dinan, trustee

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

#### 4.13 Intellectual Property.

a)

##### Trademark Registrations

| TRADEMARK   | COUNTRY       | FILING DETAILS   | CLASS    | OWNER                   | STATUS     | NOTES |
|---|---------------|--|----------|-------------------------|------------|-------|
| DINAN   | United States | App. No. 77675075<br>Filed: 20-Feb-2009<br><br>Reg. No.: 3676341<br>Reg.: 01-Sep-2009  | 7, 9, 12 | Dinan Engineering, Inc. | Registered |       |
| D DINAN (and Design)<br>   | United States | App. No. 75316629<br>Filed: 30-Jun-1997<br><br>Reg. No.: 2225213<br>Reg.: 23-Feb-1999  | 7, 12    | Dinan Engineering, Inc. | Registered |       |
| D (Egg Logo)<br>           | United States | App. No. 77743963<br>Filed: 25-May-2009<br><br>Reg. No.: 3728042<br>Reg.: 22-Dec-2009  | 7, 9, 12 | Dinan Engineering, Inc. | Registered |       |
| D DINAN (and Design)<br> | Canada        | App. No. 1181447<br>Filed: 13-Jun-2003<br><br>Reg. No.: TMA628233<br>Reg.: 13-Dec-2004 | N/A      | Dinan Engineering, Inc. | Registered |       |

- The following domain names:

- DINANBMW.COM
- DINANBMW.NET
- DINANCARS.COM
- DINANCARS.NET
- DINANCARS.ORG
- DINANENGINEERING.COM
- DINAN-ENGINEERING.COM
- DINANENGINEERING.NET
- DINAN-ENGINEERING.NET
- DINANPOWER.COM
- DINANPOWERED.COM
- DINANRACING.COM
- DINANSERVICE.COM
- DINANTUNED.COM
- STEVEDINAN.COM

1. 1(d) Seller Intellectual Property.

- The Seller's Intellectual Property is comprised of trade secrets and know-how, which are embodied in the Purchased Assets.
- The following domain names:
  - DINANBMW.COM
  - DINANBMW.NET
  - DINANCARS.COM
  - DINANCARS.NET
  - DINANCARS.ORG
  - DINANENGINEERING.COM
  - DINAN-ENGINEERING.COM
  - DINANENGINEERING.NET
  - DINAN-ENGINEERING.NET
  - DINANPOWER.COM
  - DINANPOWERED.COM
  - DINANRACING.COM
  - DINANSERVICE.COM
  - DINANTUNED.COM
  - STEVEDINAN.COM
- Reference is made to Section 4.13(a) of the Disclosure Schedule.