

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
Autotronic Controls Corporation		12/16/2013	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	MSD, LLC
Street Address:	1490 Henry Brennan Drive
City:	El Paso
State/Country:	TEXAS
Postal Code:	79936
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 34

Property Type	Number	Word Mark
Registration Number:	3005053	ADVANCED POWER SYSTEM
Registration Number:	2909719	DIESEL DYNAMICS
Registration Number:	3231310	E-CURVE
Registration Number:	2278834	HELI-CORE
Registration Number:	3277016	LAZER GAUGE
Registration Number:	3089580	MICRO TUNER
Registration Number:	2299279	MSD
Registration Number:	3155939	MSD 6ALN
Registration Number:	3155937	MSD IGNITION RACING
Registration Number:	3124493	MSD POWERSPORTS
Registration Number:	2424645	MSD PRO-DATA
Registration Number:	2339620	PRO MAG
Registration Number:	3319112	SF STREET FIRE
Registration Number:	3427307	SF STREET FIRE

OP \$865.00 3005053

Registration Number:	2431063	SUPER CONDUCTOR
Registration Number:	3133800	TCD
Registration Number:	2915647	THERMINATOR
Registration Number:	3155938	MSD IGNITION
Registration Number:	3190745	MSD IGNITION
Registration Number:	4254904	ATOMIC EFI
Registration Number:	4385623	DYNAFORCE
Registration Number:	4394055	DYNAFORCE
Registration Number:	4180888	MSD
Registration Number:	3360209	DASHHAWK
Registration Number:	1656136	RACEPAK
Registration Number:	3214574	G2X
Registration Number:	3718910	G2XPRO
Serial Number:	85618184	DYNAFORCE
Serial Number:	85637214	DYNAFORCE
Serial Number:	85932691	NERV
Serial Number:	86031667	BRAINWAVE
Serial Number:	85702638	REDLINK
Registration Number:	4254006	SMARTWIRE
Registration Number:	4254059	SMARTWIRE

CORRESPONDENCE DATA

Fax Number: 3104079090
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 3104074075
Email: vsekhon@ktbslaw.com
Correspondent Name: Vijay S. Sekhon
Address Line 1: 1999 Avenue of the Stars
Address Line 2: 39th Floor
Address Line 4: Los Angeles, CALIFORNIA 90067

NAME OF SUBMITTER:	Jonathan M. Weiss
Signature:	/Jonathan Weiss/
Date:	12/16/2013

Total Attachments: 13
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**INTELLECTUAL PROPERTY LIEN TERMINATION AND ASSIGNMENT AND
ASSUMPTION AGREEMENT**

This INTELLECTUAL PROPERTY LIEN TERMINATION AND ASSIGNMENT AND ASSUMPTION AGREEMENT, dated as of December 16, 2013 (this "Assignment"), is made and entered into by and among Autotronic Controls Corp. and Competition Systems, Inc. (collectively, the "Sellers"), Z Capital Special Situations Fund II, L.P. ("Z Capital"), in its capacity as Agent, (as defined below) and MSD, LLC ("Buyer"). The Sellers and Buyer are sometimes herein referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Sellers are party to that certain Third Amended and Restated Credit Agreement dated as of August 26, 2009 (as amended, the "Credit Agreement"), among the Sellers, Superchips, Inc., MSD Brink Acquisition, Inc., Edge Parent, LLC, and Edge Products, LLC., the financial institutions party thereto as lenders ("Lenders"), and Z Capital, as agent for the Lenders (in such capacity, the "Agent");

WHEREAS, the Affiliates of the Parties entered into that certain Asset Purchase Agreement dated as of November 18, 2013 (the "Asset Purchase Agreement");

WHEREAS, pursuant to the Sale Order dated November 26, 2013 entered by the United States Bankruptcy Court for the District of Delaware (the "Sale Order"), among other things, the sale under the Asset Purchase Agreement was approved;

WHEREAS, pursuant to the Sale Order, the liens of the Agent, on behalf of the Lenders, have been released and terminated; and

WHEREAS, Sellers are the owners of the entire right, title and interest in and to the Purchased Intellectual Property, including, without limitation, all Seller Marks, domain names, and patents (including applications therefor) listed on Schedule A attached hereto.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein and in the Asset Purchase Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1. Release and Termination of Liens. Z Capital in its capacity as Agent for the Lenders under the Credit Agreement, acknowledges and agrees that it has no liens or security interests in any of the property or the assets of the Sellers and such liens and security interests in the intellectual property set forth on Schedule A have been released and terminated.

2. Assignment and Assumption. Sellers hereby sell, convey, assign, transfer and deliver to Buyer, and Buyer hereby accepts the sale, conveyance, assignment, transfer and delivery of, all of Sellers' right, title and interest in and to the Purchased Intellectual Property, including those listed on Schedule A attached hereto.

3. Effectiveness. This Assignment shall be effective as of the Closing.

4. Terms of the Asset Purchase Agreement. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Asset Purchase Agreement. This Assignment is in accordance with and is subject to all of the terms and conditions of the Asset Purchase Agreement. Nothing contained in this Assignment shall be deemed to supersede, enlarge on, modify or amend any of the obligations, agreements, covenants or warranties of Sellers or Buyer contained in the Asset Purchase Agreement. In the event of any conflict or inconsistency between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall prevail.

5. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware applicable to contracts made and performed in such State.

6. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Assignment shall create or be deemed to create any third party beneficiary rights in any Person or entity not a Party.

7. Counterparts. This Assignment may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Assignment and all of which, when taken together, will be deemed to constitute one and the same agreement.

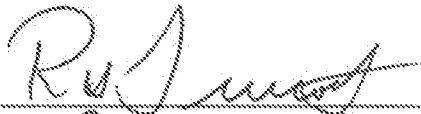
8. Entire Agreement. This Assignment (together with the Asset Purchase Agreement) constitutes the entire agreement and understanding of Buyer and Sellers with respect to the matters contemplated by this Assignment and supersedes any previous agreement between Buyer and Sellers in relation to such matters.

[Signature Page Follows]


IN WITNESS WHEREOF, each of the Parties has caused this Assignment to be executed by its respective officers thereunto duly authorized, as of the date first written above.

SELLERS

Autotronic Controls Corp.



Name: Ronald H. Turcott
CEO

Competition Systems, Inc.


Name: Ronald H. Turcott
Title: CEO

BUYER

MSD, LLC

By: 
Name: Ronald H. Turcott
Title: CEO

STATE OF GEORGIA)
COUNTY OF FULTON) ss.

On Dec 10, 2013 before me, Laura Fawcett
personally appeared Ren Turcott
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

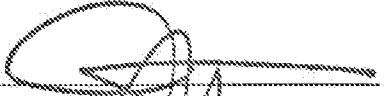
Signature Laura Fawcett



AGENT

Z CAPITAL SPECIAL SITUATIONS
FUND II, L.P.

By:

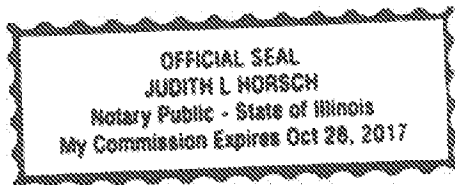

Name: James J. Zenni
Title: Authorized Person

STATE OF ILLINOIS)
COUNTY OF Lake) ss.

On December 19, 2013 before me, Judith L. Horsch
personally appeared James J. Zenni, Jr.
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Judith L. Horsch
(NOTARY SEAL)



Schedule A

I. United States Registered Trademarks and Trademark Applications

Trademark	Reg. Number	Application Number	Assignor Entity
ADVANCED POWER SYSTEM	3,005,053	78/360,255	Autotronic Controls Corporation
DIESEL DYNAMICS	2,909,719	76/521,743	Autotronic Controls Corporation
E-CURVE	3,231,310	78/662,575	Autotronic Controls Corporation
HELI-CORE	2,278,834	75/387,929	Autotronic Controls Corporation
LAZER GAUGE	3,277,016	78/669,603	Autotronic Controls Corporation
MICROTUNER	3,089,580	78/500,295	Autotronic Controls Corporation
MSD	2,299,279	75/386,327	Autotronic Controls Corporation
MSD 6ALN	3,155,939	76/653,267	Autotronic Controls Corporation
MSD IGNITION RACING	3,155,937	76/653,229	Autotronic Controls Corporation
MSD POWERSPORTS	3,124,493	78/431,739	Autotronic Controls Corporation
MSD PRO-DATA	2,424,645	75/732,246	Autotronic Controls Corporation
PRO MAG	2,339,620	75/386,295	Autotronic Controls Corporation
SF STREET FIRE	3,319,112	76/647,113	Autotronic Controls Corporation
SF STREET FIRE & DESIGN	3,427,307	76/647,112	Autotronic Controls Corporation
SUPER CONDUCTOR	2,431,063	75/801,779	Autotronic Controls Corporation
TCD	3,133,800	78/360,316	Autotronic Controls Corporation
THERMINATOR	2,915,647	76/521,727	Autotronic Controls Corporation
MSD IGNITION	3,155,938	76/653,230	Autotronic Controls Corporation

MSD IGNITION	3,190,745	76/653,268	Autotronic Controls Corporation
Atomic EFI (words only)	4,254,904	85/411,166	Autotronic Controls Corporation
Dynaforce & Design (class 7)	4,385,623	85/979,522	Autotronic Controls Corporation
Dynaforce (words)- class 7	4,394,055	85/979,512	Autotronic Controls Corporation
MSD & Design (new logo)	4,180,888	85/446,901	Autotronic Controls Corporation
DASHHAWK (stylized)	3,360,209	76/665,724	Autotronic Controls Corporation
RACEPAK	1,656,136	74/103,609	Autotronic Controls Corporation
G2X & DESIGN	3,214,574	76/655,669	Autotronic Controls Corporation
G2XPRO	3,718,910	76/655,674	Autotronic Controls Corporation
Dynaforce (words)- Class 9		85/618,184	Autotronic Controls Corporation
Dynaforce & Design (Class 9)		85/637,214	Autotronic Controls Corporation
Nerv		85/932,691	Autotronic Controls Corporation
Brainwave		86/031,667	Autotronic Controls Corporation
Redlink		85/702638	Autotronic Controls Corporation
Smartwire (words only)	4,254,006	85/607,058	Autotronic Controls Corporation
Smartwire & Design	4,254,059	85/616,255	Autotronic Controls Corporation

II. Non-U.S. Registered Trademarks and Trademark Applications

Trademark	Reg. Number	Application Number	Country	Assignor Entity
MSD IGNITION	TMA 745,414	1,313,479	Canada	Autotronic Controls Corporation
MSD POWERSPORTS	TMA 746,431	1,313,481	Canada	Autotronic Controls Corporation
MSD POWERSPORTS	986,685	795131	Mexico	Autotronic Controls Corporation

MSD POWERSPORTS	1,039,198	845144	Mexico	Autotronic Controls Corporation
MSD IGNITION	901,715	A0005270	Int'l	Autotronic Controls Corporation
MSD POWERSPORTS	904,228	A0005271	Int'l	Autotronic Controls Corporation
MSD IGNITION	1,016,951	795130	Mexico	Autotronic Controls Corporation
MSD IGNITION	1,019,617	845145	Mexico	Autotronic Controls Corporation
MSD Ignition & Design	9,308,183	9308183	China	Autotronic Controls Corporation
MSD & Design (new Logo)	1,116,690	A0028138/1,116,690	European Union	Autotronic Controls Corporation
MSD & Design (new Logo)			China	Autotronic Controls Corporation
MSD & Design (new Logo)	TMA848,457	1,568,761	Canada	Autotronic Controls Corporation
MSD & Design (new Logo)	1,334,267	1334267	Mexico	Autotronic Controls Corporation
MSD Ignition	901715	901715	South Korea	Autotronic Controls Corporation
Atomic EFI			Madrid Protocol	Autotronic Controls Corporation
Atomic EFI	1,097,556	1097556	United Kingdom	Autotronic Controls Corporation
Atomic EFI	1,463,529	1097556	Australia	Autotronic Controls Corporation
Atomic EFI		1097556	Germany	Autotronic Controls Corporation
Atomic EFI			Canada	Autotronic Controls Corporation
Atomic EFI	1,310,617	1310617	Mexico	Autotronic Controls Corporation
Atomic EFI		849659	New Zealand	Autotronic Controls Corporation
RACEPAK	TMA747,138	1,313,482	Canada	Autotronic Controls Corporation
RACEPAK	893,600	A0005272	UK	Autotronic Controls Corporation
RACEPAK	893,600	A0005272	IR/Hungary	Autotronic Controls Corporation
RACEPAK	893,600	A0005273	Ireland	Autotronic Controls Corporation

RACEPAK	893,600	A0005272	Australia	Autotronic Controls Corporation
RACEPAK	893,600	MP893600	Denmark	Autotronic Controls Corporation
RACEPAK			Germany	Autotronic Controls Corporation
RACEPAK	893,600	987/592840901	Lithuania	Autotronic Controls Corporation
Smartwire (words only)	1,155,142	1155142	WIPO	Autotronic Controls Corporation
RACEPAK	957,235	795,132	Mexico	Autotronic Controls Corporation

III. Domain Names

Domain	Assignor Entity
atomicEFI.com	Autotronic Controls Corporation
billetdistributor.com	Autotronic Controls Corporation
csisensors.com	Autotronic Controls Corporation
dualcurve.com	Autotronic Controls Corporation
edgeraisingthebar.com	Autotronic Controls Corporation
gobrainwave.com	Autotronic Controls Corporation
ignitioninfo.com	Autotronic Controls Corporation
lazergauge.com	Autotronic Controls Corporation
msd-power.com	Autotronic Controls Corporation
msd-racing.com	Autotronic Controls Corporation
msd6a.com	Autotronic Controls Corporation
msd6al.com	Autotronic Controls Corporation
msd7.com	Autotronic Controls Corporation

msdatomic.com	Autotronic Controls Corporation
msdatomicEFI.com	Autotronic Controls Corporation
msdblaster.com	Autotronic Controls Corporation
msddynaforce.com	Autotronic Controls Corporation
msdfuelinjection.com	Autotronic Controls Corporation
msdfuelmanagement.com	Autotronic Controls Corporation
msdhelp.com	Autotronic Controls Corporation
msdignition.com	Autotronic Controls Corporation
msdlucky7.com	Autotronic Controls Corporation
msdmob.com	Autotronic Controls Corporation
msdmvp.com	Autotronic Controls Corporation
msdnaparebate.com	Autotronic Controls Corporation
msdperformance.com	Autotronic Controls Corporation
msdpmvp.com	Autotronic Controls Corporation
msdpowergrid.com	Autotronic Controls Corporation
msdpowersports.com	Autotronic Controls Corporation
msdpowersportsmvp.com	Autotronic Controls Corporation
msdpromag.com	Autotronic Controls Corporation
msdquick-6.com	Autotronic Controls Corporation
msdquick6.com	Autotronic Controls Corporation
msdrace.com	Autotronic Controls Corporation
msdrebate.com	Autotronic Controls Corporation

msdstarters.com	Autotronic Controls Corporation
msdvideos.com	Autotronic Controls Corporation
pro-billet.com	Autotronic Controls Corporation
quick-6.com	Autotronic Controls Corporation
quick6efi.com	Autotronic Controls Corporation
raceignition.com	Autotronic Controls Corporation
racepakmob.com	Autotronic Controls Corporation
racepakrenegades.com	Autotronic Controls Corporation
racingservicesinc.com	Autotronic Controls Corporation
setyourtiming.com	Autotronic Controls Corporation
street-fire.com	Autotronic Controls Corporation
msdignition.eu	Autotronic Controls Corporation
msdignition.net	Autotronic Controls Corporation
Racepaksportsman.com	Competition Systems, Inc.
Racepakrebate.com	Competition Systems, Inc.
Iq3dash.com	Competition Systems, Inc.
Iq3dash.co.uk	Competition Systems, Inc.
Racepak.co.uk	Competition Systems, Inc.
Racepakweather.com	Competition Systems, Inc.
Racepakweatherinfo.com	Competition Systems, Inc.
Racepaksmartwire.com	Competition Systems, Inc.
Racepak.com	Competition Systems, Inc.

Racepakv500sd.com	Competition Systems, Inc.
G2extreme.com	Competition Systems, Inc.
G2xtreme.com	Competition Systems, Inc.
Racepaklsr.com	Competition Systems, Inc.
Racepakobd2.com	Competition Systems, Inc.
Streetpak.com	Competition Systems, Inc.
Racepakv300sd.com	Competition Systems, Inc.
Racepakdata.com	Competition Systems, Inc.
Racepaktips.com	Competition Systems, Inc.
1320data.com	Competition Systems, Inc.
1320datakit.com	Competition Systems, Inc.
1320kit.com	Competition Systems, Inc.
Iq3help.com	Competition Systems, Inc.
Myracepak.com	Competition Systems, Inc.
Teamracepak.com	Competition Systems, Inc.
Racecardata.com	Competition Systems, Inc.

IV. United States Patents and Pending Patents

Title	Patent or Application Number	Assignor Entity
Electronic Ignition System	5526785	Autotronic Controls Corporation
Fuel control system and method for an internal combustion engine	6119670	Autotronic Controls Corporation
Stacker Ignition System	6123063	Autotronic Controls Corporation

Digital Ignition	6196208	Autotronic Controls Corporation
User Interface for Electronic Controller	6304814	Autotronic Controls Corporation
Method and Apparatus for Controlling a Motorcycle Engine	6721648	Autotronic Controls Corporation
User Interface for Electronic Controller and Timing Sensor	6741925	Autotronic Controls Corporation
High Energy Ignition Method and System	6820602	Autotronic Controls Corporation
Slew Rate Revlimiter	7050899	Autotronic Controls Corporation
Method and system for the control of fumigation	7066155	Autotronic Controls Corporation
System and method for providing a display utilizing a fast photon indicator	7113077	Autotronic Controls Corporation
System and Method for Driving a Tachometer	7145324	Autotronic Controls Corporation
High energy ignition method and system using pre-dwell control	7165542	Autotronic Controls Corporation
Multiple Primary Coil Ignition System and Method	7,681,562 b2	Autotronic Controls Corporation
Multiple primary coil ignition system and method	7836869	Autotronic Controls Corporation
Throttle Body Fuel Injection System with Improved Fuel Distribution	13/470,121	Autotronic Controls Corporation
Throttle Body Fuel Injection System with Improved Idle Air Control	13/469,938	Autotronic Controls Corporation
Engine Control Using an Asynchronous Data Bus	13/570,041	Autotronic Controls Corporation
Self Tuning Electronic Fuel Injection System	13/611,539	Autotronic Controls Corporation
Fuel Rail-Cooled Engine Control System	13/707,276	Autotronic Controls Corporation

V. Non-U.S. Patents and Pending Patents

Title	Patent or Application Number	Assignor Entity	Country
Engine Control Using an Asynchronous Data Bus	13/570,041	Autotronic Controls Corporation	Canada
Engine Control Using an Asynchronous Data Bus	2012216452 (tied to 13/570,041)	Autotronic Controls Corporation	Australia

VI. United States Copyrights

Title	Registration Number	Assignor Entity
MSD Ignition 2005 Catalog	TX 6-292-462	Autotronic Controls Corporation
MSD Ignition 2006 Catalog	TX 6-407-620	Autotronic Controls Corporation
MSD Ignition 2007 Catalog	TX 6-539-502	Autotronic Controls Corporation
MSD Installation Instructions	TX 6-288-799	Autotronic Controls Corporation
MSD Ignition Wiring Diagrams and Tech Notes	TX 6-290-173	Autotronic Controls Corporation
ProData	TX 5-042-503	Autotronic Controls Corporation
Decorative Coil Tech Dwg	Vau635-125	Autotronic Controls Corporation
Decorative Coil Tech Dwg	Vau635-126	Autotronic Controls Corporation