

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
Superchips, Inc.		12/16/2013	CORPORATION: FLORIDA
Edge Products, LLC		12/16/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Powerteq, 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: 27

Property Type	Number	Word Mark
Registration Number:	3114255	ATTITUDE
Registration Number:	3049069	EDGE
Registration Number:	3125691	EDGE PRODUCTS
Registration Number:	3117080	JUICE
Registration Number:	3153781	TRAIL JAMMER
Registration Number:	3717227	EDGE RACING
Registration Number:	3936081	MAINTENANCE MANAGER
Registration Number:	4024312	MAINTENANCE MANAGER
Registration Number:	3717226	EDGE RACING
Registration Number:	4063502	MILEAGE COACH
Registration Number:	4185581	VIVID PAQ
Registration Number:	4255150	IHAWK
Registration Number:	4332592	VIGILANTE

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Registration Number:	4333769	VIVID
Registration Number:	4333770	VIVID LINQ
Registration Number:	4316083	TRAILDASH
Serial Number:	85337850	POWERTEQ
Serial Number:	85514103	POWERTEQ
Serial Number:	85527537	EDGE
Registration Number:	3445708	CORTEX
Registration Number:	3352887	FLASHPAQ
Registration Number:	3356808	FLASHPAQ
Registration Number:	3241136	SUPERCHIPS
Registration Number:	3081307	SUPERCHIPS INC.
Registration Number:	1876383	SUPER CHIP
Registration Number:	3912662	SUPERCHIPS RACING
Registration Number:	3696241	MILEAGE XS

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: vsekhn@ktbslaw.com
Correspondent Name: Vijay S. Sekhon
Address Line 1: 1999 Avenue of the Stars
Address Line 4: Los Angeles, CALIFORNIA 90067

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

Total Attachments: 10
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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 Superchips, Inc., and Edge Products, LLC (collectively, the "Sellers"), Z Capital Special Situations Fund II, L.P. ("Z Capital") in its capacity as Agent (as defined below) and Powerteq, 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, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Sellers, Autotronic Controls Corporation, Competition Systems, Inc., MSD Brink Acquisition, Inc., and Edge Parent, LLC, the financial institutions party thereto as lenders ("Lenders"), and Z Capital Special Situations Fund II, L.P. (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

Edge Products, LLC

R. H. Turco

Name: *Ronald H. Turco*
CEO
Superchips, Inc.

R. H. Turco

Name: *Ronald H. Turco*
Title: *CEO*

BUYER

Powerteq, LLC

By: *R. H. Turco*

Name: *Ronald H. Turco*
Title: *CEO*

STATE OF GEORGIA)
COUNTY OF FULTON_ } ss.

On Dec 10 2013 before me, Laura Fawcett
personally appeared Ron Turco

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.

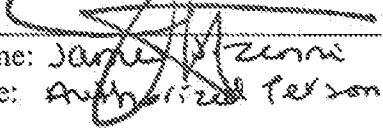
WITNESS my hand and official seal.

Signature: *Laura Fawcett*
OFFICIAL SEAL



AGENT

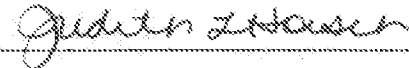
Z CAPITAL SPECICAL SITUATIONS
FUND II, L.P.

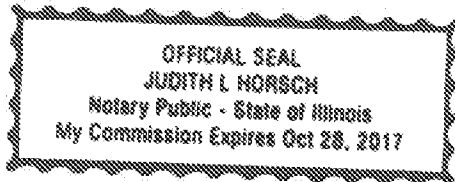
By: 
Name: James J. Zenni
Title: Authorized Person

STATE OF ILLINOIS }
COUNTY OF LAKE } ss.

On December 10, 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 
(NOTARY SEAL)



Schedule A

I. United States Registered Trademarks and Trademark Applications

Trademark	Reg. Number	Application Number	Assignor Entity
ATTITUDE (words only)	3,114,255	78/676,943	Edge Products, LLC
EDGE (words only)	3,049,069	78/436,078	Edge Products, LLC
EDGE PRODUCTS & DESIGN	3,125,691	78/436,082	Edge Products, LLC
JUICE	3,117,080	78/682,250	Edge Products, LLC
TRAIL JAMMER	3,153,781	78/743,163	Edge Products, LLC
Edge Racing	3,717,227	76/697,262	Edge Products, LLC
Maintenance Mgr (words only)	3,936,081	85/144,684	Edge Products, LLC
Maintenance Mgr & design	4,024,312	76/706,143	Edge Products, LLC
Edge Racing & Design	3,717,226	76/697,244	Edge Products, LLC
MILEAGE COACH*	4,063,502	76/691,283	Edge Products, LLC
VIVID Paq	4,185,581	85/474,529	Edge Products, LLC
IHAWK (words only)	4,255,150	85/472,108	Edge Products, LLC
VIGILANTE	4,332,592	85/472,128	Edge Products, LLC
VIVID & Design	4,333,769	85/586,856	Edge Products, LLC
VIVID LINQ & Design	4,333,770	85/586,936	Edge Products, LLC
TrailDash	4,316,083	85/644,973	Edge Products, LLC
Powerteq		85/337,850	Edge Products, LLC
Powerteq		85/514,103	Edge Products, LLC

Edge (words only)		85/527,537	Edge Products, LLC
CORTEX & DESIGN	3,445,708	76/679,980	Superchips, Inc.
FLASHPAQ	3,352,887	76/645,242	Superchips, Inc.
FLASHPAQ & DESIGN	3,356,808	76/645,285	Superchips, Inc.
SUPERCHIPS	3,241,136	76/663,073	Superchips, Inc.
SUPERCHIPS, INC.	3,081,307	76/615,633	Superchips, Inc.
SUPER	1,876,383	74/378,396	Superchips, Inc.
Superchips Racing & Design	3,912,662	76/703,244	Superchips, Inc.
MILEAGE XS & DESIGN	3,696,241	76/691,311	Superchips, Inc.
Superchips Racing	3,912,662	76/703,244	Superchips, Inc.

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

Trademark	Reg. Number	Application Number	Country	Assignor Entity
EDGE	845,293	845,293	Int'l	Edge Products, LLC
EDGE PRODUCTS & DESIGN	854,048	854,048	Int'l	Edge Products, LLC
Edge (words only)		1,581,338	Canada	Edge Products, LLC
Powerteq (words only)	TMA861,904	1,561,218	Canada	Edge Products, LLC
Powerteq & Design	TMA861,905	1,561,219	Canada	Edge Products, LLC
SUPERCHIPS	TMA745,493	1,313,487	Canada	Superchips, Inc.
SUPERCHIPS	893,033	A0005427	Int'l	Superchips, Inc.
SUPERCHIPS (New Zealand) (word)	681,796	681,796	New Zealand	Superchips, Inc.
Superchips Racing	TMA814,179	1,502,830	Canada	Superchips, Inc.

Superchips Racing		1133172	Mexico	Superchips, Inc.
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III. Domain Names

Domain	Assignor Entity
edgeaddiction.com	Edge Products, LLC
edgedoesoffroad.com	Edge Products, LLC
edgeisdieselpower.com	Edge Products, LLC
edgemydiesel.com	Edge Products, LLC
edgemydodge.com	Edge Products, LLC
edgemyride.com	Edge Products, LLC
edgemytruck.com	Edge Products, LLC
edgeproducts.xxx	Edge Products, LLC
edgeproductsracing.com	Edge Products, LLC
edgepullingseries.com	Edge Products, LLC
edgeupgrade.com	Edge Products, LLC
edgeyour8lug.com	Edge Products, LLC
edgeyourdiesel.com	Edge Products, LLC
edgeyourtruck.com	Edge Products, LLC
fusionupdate.com	Edge Products, LLC
givemeedge.com	Edge Products, LLC
greenfleet.co	Edge Products, LLC
huntwithedge.com	Edge Products, LLC

juiceversions.com	Edge Products, LLC
power-teq.com	Edge Products, LLC
powerteq.co	Edge Products, LLC
powerteq.com	Edge Products, LLC
powerteq.xxx	Edge Products, LLC
powerteqfleetsolutions.com	Edge Products, LLC
scvigilante.com	Superchips, Inc.
superchips.xxx	Superchips, Inc.
takecontrolwithedge.com	Edge Products, LLC
thinkoutsideofstock.com	Edge Products, LLC
trucksneedededge.com	Edge Products, LLC
tuneyourtruck.com	Edge Products, LLC
vigilantecustom.com	Superchips, Inc.
vigilanteflash.com	Superchips, Inc.
vigilanteprofessional.com	Superchips, Inc.
weekendofdiesel.co	Edge Products, LLC
weekendofdiesel.com	Edge Products, LLC
weekendofdiesel.info	Edge Products, LLC
weekendofdiesel.net	Edge Products, LLC
weekendofdiesel.org	Edge Products, LLC
weekendofdiesels.co	Edge Products, LLC
weekendofdiesels.com	Edge Products, LLC

weekendofdiesels.info	Edge Products, LLC
weekendofdiesels.net	Edge Products, LLC
weekendofdiesels.org	Edge Products, LLC
weekendontheedge.com	Edge Products, LLC
weekendontheedge.co	Edge Products, LLC
weekendontheedge.com	Edge Products, LLC
weekendontheedge.info	Edge Products, LLC
weekendontheedge.net	Edge Products, LLC
weekendontheedge.org	Edge Products, LLC
weekendovertheedge.co	Edge Products, LLC
weekendovertheedge.com	Edge Products, LLC
weekendovertheedge.info	Edge Products, LLC
weekendovertheedge.net	Edge Products, LLC
weekendovertheedge.org	Edge Products, LLC
edgeproducts.com	Edge Products, LLC
superchips.com	Superchips, Inc.
edgeproductsinc.com	Edge Products, LLC

IV. United States Patents

Title	Patent or Application Number	Issued or Application Date
N/A		

V. United States Copyrights

Title	Registration Number	Assignor Entity
Superchips proprietary Ford and GM tuning reference guide	TXu949762	Superchips, Inc.
List of files contained in December 2000 subset of Superchips code files.	TXu949761	Superchips, Inc.
Superchips XLE4HORS code	TXu909384	Superchips, Inc.