

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM334191

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rinehart Racing, Inc.		03/03/2015	CORPORATION: NORTH CAROLINA
RECEIVING PARTY DATA			
Name:	The Aftermarket Group, Inc.		
Street Address:	19 Zillicoa Street		
City:	Asheville		
State/Country:	NORTH CAROLINA		
Postal Code:	28801		
Entity Type:	CORPORATION: NORTH CAROLINA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2704423	RINEHART	
Registration Number:	3949153	RINEHART	
Registration Number:	2690834	RINEHART RACING	
Registration Number:	4645842	TRUST THE NAME. TRUST THE PIPE. LEGENDAR	
CORRESPONDENCE DATA			
Fax Number:	4048853900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	4048853678		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Sofia Jeong, Esq.		
Address Line 1:	600 Peachtree Street NE		
Address Line 2:	Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308		
ATTORNEY DOCKET NUMBER:	245800.1		
NAME OF SUBMITTER:	Sofia Jeong		
SIGNATURE:	/sofia jeong/		
DATE SIGNED:	03/05/2015		
Total Attachments: 3			

OP \$115.00 2704423

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INTELLECTUAL PROPERTY ASSIGNMENT

THIS INTELLECTUAL PROPERTY ASSIGNMENT (the "Assignment") is made and entered into as of the later of the signatures below ("Effective Date"), by and between **Rinehart Racing, Inc.**, a North Carolina corporation ("Assignor"), and **The Aftermarket Group, Inc.**, a North Carolina corporation (the "Assignee") (collectively, the "Parties").

RECITALS

WHEREAS, the Parties have entered into a Membership Interest and Intellectual Property Purchase Agreement as of 20th day of February, 2015 ("Purchase Agreement") in which the Assignor has sold its entire membership interest in Moto Group, LLC to the Assignee;

WHEREAS, the Assignor is the owner of U.S. federal trademarks and common law rights to "RINEHART" (Reg. No. 2704423), "RINEHART" (Reg. No. 3949153), "RINEHART RACING" (Reg. No. 2690834) and "TRUST THE NAME. TRUST THE PIPE. LEGENDARY REPUTATION OF PROVEN PERFORMANCE" (Reg. No. 4645842) (collectively, the "Marks") and a U.S. design patent registration for "Baffle" issued on November 2, 2011 (Patent No. D626481), including all inventions and improvements thereon (collectively, the "Patent");

WHEREAS, the Assignor is the owner of designs, trade secrets, inventions, know-how, methods and copyrights related to the exhaust systems distributed by the Moto Group, LLC, its products and its business operations and previously licensed by the Assignor to Moto Group, LLC per License Agreement dated December 11, 2009 (collectively, including the Marks and the Patent, the "IP"); and

WHEREAS, Parties desire to enter into this Intellectual Property Assignment to effect the transfer of all right, title, and interest in and to the IP to the Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree:

1. Transfer and Assignment. Assignor hereby transfers and assigns to Assignee all right, title, and interest in and to the IP on a worldwide basis, together with the goodwill associated with the IP, along with the right to recover for damages and profits and other remedies for past, present and future infringements of the IP. Assignor shall be responsible for all fees related to applicable recordation of the transfer of the IP and legal fees incurred by the Assignor related to this Assignment.

2. Assignor Representations. Assignor represents and warrants that it has the requisite power and authority to enter into and to perform its obligations under this Agreement and that the execution, delivery and performance by the Assignor of this Agreement have been duly authorized by all necessary actions of the Assignor. This Agreement constitutes the legal, valid and binding obligation of the Assignor, enforceable against the Assignor in accordance with its term.

3. Further Documentation and Actions. Assignor hereby agrees to execute and deliver to Assignee any further documents and instruments in Assignor's possession and to do any and all further reasonable acts that are deemed necessary or advisable by Assignee to vest in Assignee all right, title, and interest in and to the IP and to enable such right, title, and interest to be recorded in the PTO and any other appropriate governmental or private authority, agency or registry of the United States and internationally.

4. Corporate Name Change. Within sixty (60) days of the Closing of the Purchase Agreement, the Assignor shall file a name change with the relevant Secretary of State and cease using the name "Rinehart Racing" in the marketplace.

5. Choice of Law. This Agreement shall be construed in accordance with, and governed in all respects by, the substantive laws of the Stat of North Carolina (without giving effect to principles of conflicts of laws). In connection with any legal action or proceeding between the parties to this Agreement and pertaining to the rights or obligations of the parties hereunder, (a) the prevailing party shall be entitled to recover its attorneys' fees and costs, and (b) such proceeding may be commenced in the state and federal courts located in the state of North Carolina.

6. Entire Agreement; Counterpart; Electronic Signature. This Agreement sets forth the entire understanding of the Parties relating to the subject matter thereof and supersedes all prior written or oral agreements and understandings among or between any of the parties relating to the subject matter thereof. This Assignment may be executed in several counterparts, each of which shall be deemed an original and shall together constitute one and the same Assignment. Electronic signatures shall be deemed to constitute the original signature of such party hereto.

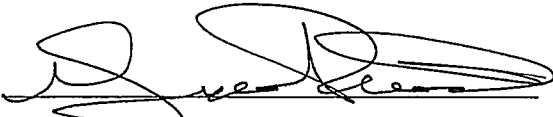
IN WITNESS WHEREOF, the Parties hereto have executed the Assignment as of the Effective Date.

“ASSIGNOR”

“ASSIGNEE”

Rinehart Racing, Inc.

The Aftermarket Group, Inc.

By: 

By: _____

Print Name: Gerald Rinehart

Print Name: _____

Title: PRESIDENT

Title: _____

Date: 2-28-2015

Date: _____

5. Choice of Law. This Agreement shall be construed in accordance with, and governed in all respects by, the substantive laws of the Stat of North Carolina (without giving effect to principles of conflicts of laws). In connection with any legal action or proceeding between the parties to this Agreement and pertaining to the rights or obligations of the parties hereunder, (a) the prevailing party shall be entitled to recover its attorneys' fees and costs, and (b) such proceeding may be commenced in the state and federal courts located in the state of North Carolina.

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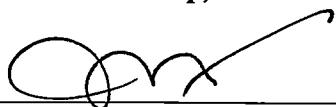
“ASSIGNOR”

“ASSIGNEE”

Rinehart Racing, Inc.

The Aftermarket Group, Inc.

By: _____

By:  _____

Print Name: _____

Print Name: JUDSON HOUFFIELD

Title: _____

Title: PRESIDENT

Date: _____

Date: 3-3-2015