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
NRG Motorsports Inc		05/19/2009	CORPORATION:

RECEIVING PARTY DATA

Name:	Boyd Coddington
Street Address:	5201 nw 60th terrace
City:	kansas city
State/Country:	MISSOURI
Postal Code:	64151
Entity Type:	INDIVIDUAL: UNITED STATES

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	2944225	BOYD'S WHEELS
Registration Number:	2550283	BOYD CODDINGTON

CORRESPONDENCE DATA

Fax Number: (816)584-0405
Phone: 714-292-2000
Email: boyd@boydcoddingtonusa.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Correspondent Name: Boyd Coddington
Address Line 1: 5201 nw 60th terrace
Address Line 4: kansas city, MISSOURI 64151

NAME OF SUBMITTER:	Boyd Coddington
Signature:	/boyd coddington/
Date:	11/28/2011

OP $65.00 2944225

Total Attachments: 6
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Purchase Agreement

NRG MOTORSPORTS, INC.

1. **PARTIES.** The Parties to this Purchase Agreement (the "Agreement") are NRG Motorsports, Inc. (hereafter BUYER) and Boyd Coddington Wheels, Inc. (hereafter SELLER). The parties to the attached Schedule B - *Exclusivity and Non- Compete Agreement* are Jo Coddington, an individual, Jo Coddington, as administrator of the estate of Boyd Leon Coddington, Boyd Coddington Wheels, Inc., Boyd Coddington's Hot Rods and Collectibles, Inc., and Boyd Lee Coddington, "Jr.", an individual The parties to Schedule B are hereafter collectively referred to as the "INTERESTED PARTIES".

2. **PURPOSE.** Subject to the rights and obligations below, the general purpose of this agreement is as follows: BUYER will re-purchase from SELLER any and all licensing rights or rights to manufacture, market, or sell custom wheels under the name Boyd Coddington or any related trademark, or as were acquired by SELLER pursuant to the DECEMBER AGREEMENT (attached and incorporated as Exhibit 1) in which any party to this agreement may have an interest, such rights are more fully set forth in Schedule A. Further, the INTERESTED PARTIES will be subject to a Non-Compete Agreement as set forth in Schedule B.

3. **CONSIDERATION.** The consideration for the rights being purchased in Schedule A and the Non-Compete Agreement in Schedule B is subject to the specific terms set forth below, but is generally based upon BUYER'S assumption of any future liabilities for royalty payments owed to American Racing Equipment, Inc. under the terms of the December 2007 Assignment (hereafter DECEMBER AGREEMENT) that become due after the execution date of this agreement; and further SELLER'S assumption of liability and promise to hold BUYER harmless for any royalties owed under the DECEMBER AGREEMENT that become due on or before the execution date of this agreement for wheels manufactured by SELLER.

4. **RIGHTS AND OBLIGATIONS.**

a) **BUYER'S RIGHTS:**

i. BUYER shall have the right to exclusive ownership and possession of any and all "digital files" relating to the design, production, and/or manufacture of wheels in the custody or control of SELLER or any INTERESTED PARTY. SELLER represents that no "digital files" it received under assignment of the DECEMBER AGREEMENT have been sold or transferred or assigned to any third party. For purposes of this sub-paragraph, a "digital file" refers broadly to all information or data stored or able to be stored in an electronic format;

ii. BUYER shall have the right to exclusive ownership and possession of any and all designs, drawings, and/or plans relating to the production and/or manufacturing of wheels in the custody or control of SELLER or any INTERESTED PARTY.

iii. BUYER has exclusive right of use, ownership, and possession of that property set forth in Schedule A;

iv. BUYER shall have the right to receive a temporary and permanent injunction against SELLER or any INTERESTED PARTY if such party engages in or participates in any "restricted activity" as set forth in Schedule B.

v. BUYER shall have the exclusive right to design, distribute, manufacture, market, and/or sell wheels, using the design, logos, trademarks, plans, and other proprietary property as set forth in Schedule A;

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vi. BUYER shall have the exclusive right to sell, assign, or otherwise transfer, any of the rights, obligations, or property it acquires herein;

vii. BUYER shall have the exclusive right to receive and "fill" all new orders for wheels placed with SELLER or any INTERESTED PARTY by any means, including phone, mail, electronic, facsimile, and/or in person;

viii. BUYER acknowledges that SELLER has, as of March 16, 2009 removed all banner ads for wheel sales and its wheel catalog from its web site and referred all wheel purchasers to BUYERS website at www.billetwheel.com and/or its phone numbers of 866-952-2693 and 816-532-4445, in compliance with paragraph d) iii below. The parties may agree, at a later date, to transfer ownership of the any or all of the phone numbers, email accounts, websites, and/or fax numbers as are commercially reasonable to facilitate the purposes of this contract. BUYER does not have the right to make any changes to the "contact media" accounts without first receiving written approval of SELLER. Under the terms of this agreement, BUYER does not assume any liability for any "contact media" accounts of SELLER.

b) **BUYER'S OBLIGATIONS:**

i. BUYER shall indemnify SELLER and hold SELLER harmless for any and all liabilities which accrue after the execution of this agreement, whether currently known to the parties or not, provided that any such liability arises out of the design, manufacture, marketing, or sale of wheels. Such indemnification includes reimbursement for any actual loss incurred by SELLER, including all associated costs of litigation and attorney's fees;

ii. In addition to the general indemnification above, BUYER shall indemnify and hold harmless SELLER for any liability arising from royalty payments owed to American Racing under the terms of the DECEMBER AGREEMENT, which become due or owing on or after the execution of this agreement, and any other similar royalty payments that arise as a result of BUYER'S actions in manufacturing or selling wheels.

iii. BUYER shall, contemporaneous with the execution of this agreement, deliver $1.00 to SELLER;

iv. BUYER shall notify all third party vendors or contractors of the terms of this agreement; to include only those vendors or contractors used in the design, distribution, and/or manufacture of wheels;

v. BUYER shall refer, transfer, and/or forward all calls or other correspondence, which it may receive in the transition of manufacturing contemplated herein that does not relate to the design, manufacture, or sale of wheels or for wheels related issues prior to this agreement to SELLER or where appropriate to the appropriate INTERESTED PARTIES.

vi. BUYER shall execute all documents necessary to release title to the 2004 Chevrolet Colorado Truck and the 2003 C4500 Truck to SELLER. Consideration for this release is BUYERS acknowledgment that SELLER has made all payments on these vehicles under the DECEMBER AGREEMENT.

vii. BUYER waives any claim or interest in (9) pieces of equipment listed in schedule 1.1 (a) of the DECEMBER AGREEMENT, specifically excluding item 9, engine lathe. Consideration for this release is BUYERS acknowledgment that SELLER has made all payments on this equipment under the DECEMBER AGREEMENT.

viii. Buyer shall continue to take reasonable steps to maintain the quality of goods sold under the marks identified in Schedule A at a sufficient level to maintain the reputation of the Boyd Coddington brand.

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6. **REMEDIES.** If either party breaches this agreement, then the injured party, in addition to any and all other remedies available at law or in equity shall be entitled to specific performance, including injunctive relief. The remedies set forth in this agreement shall be cumulative of all other remedies available to the parties in law or equity.

7. **TIME.** Time is of the essence.

8. **ASSIGNABILITY.** BUYER may assign or transfer its rights under this agreement.

9. **ATTORNEY'S FEES.** In the event either party is required to employ an attorney or any third-party to enforce the terms of this agreement, then the prevailing party shall recover all of its fees and costs associated such enforcement action, including its attorney's fees.

10. **SEVERANCE.** If any paragraph or sub-paragraph is found to be invalid or unenforceable, then that paragraph or sub-paragraph shall be deemed severed and the remainder of the contract is enforceable.

11. **INTERPRETATION, CHOICE OF LAW AND JURISDICTION.** The parties represent that the entirety of the agreement is contained within this document, and that all disputes arising from this transaction shall be governed by California Law, including choice of law issues and jurisdiction for any dispute shall be Los Angeles County, California.

12. **NON-DISPARAGEMENT.** No party to this agreement and Schedule B shall publicize any statement designed or intended to defame, disparage, or demean any other party to these agreements.

13. **SIGNATURES.** I represent that I have the authority to enter into this agreement and agree to be bound to the above terms and conditions of this agreement:

Boyd Coddington Wheels, Inc. **SELLER**	SRC Motorsports, Inc. **BUYER**
JD CODDINGTON Printed Name, Title	Boyd Coddington Jr. Printed Name, Title
5/18/2009 Execution Date	4/30/09 Execution Date

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Schedule A

INTELLECTUAL PROPERTY, DESIGNS, DRAWINGS, PLANS, ETC.

1. All trademarks relating to the below, whether or not such trademark is presently in good standing, but only to the extent that such marks are used in connection with automotive wheels.
2. All designs for wheels ever used, sold, manufactured, or marketed by Boyd Coddington, Sr., Boyd Coddington, Jr., BUYER, SELLER, or any INTERESTED PARTY.
3. Excluded from Schedule A are all rights including but not limited to trademark rights and rights of publicity associated with any and all goods other than automotive wheels, automotive wheel accessories and automotive wheel parts.

"Boyd Coddington."
"B. Coddington."
"Coddington."
"Boyds Wheels"
"Boyds"

Boyd Coddington

Boyd Coddington Registration Number 2550283

BOYDS
Wheels

BOYD'S WHEELS Registration Number 2844225

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Schedule B

EXCLUSIVITY AND NON-COMPETE AGREEMENT.

1. **EXCLUSIVITY**. The parties agree that BUYER shall have the exclusive and unconditional use and ownership of all Schedule A property in all markets, foreign and domestic for the design, manufacture, marketing, or sale of wheels. SELLER and all INTERESTED PARTIES will not, without the express written consent of BUYER, engage in any practice to diminish the value of the Schedule A property or take any action direct or indirect to compete with BUYER'S exclusive rights to Schedule A property under this agreement. Nor shall SELLER or any INTERESTED PARTY knowingly engage in any "restricted activity," defined as:

   any act that directly or indirectly results in the design, manufacture, marketing, or sale of automotive wheels under the name "Boyd Coddington," "Coddington," "Boyd Coddington Wheels," "Boyds Wheels," "Boyds," and/or in any act that directly or indirectly results in the design, manufacture, marketing, or sale of automotive wheels which relates to, bares, uses, or resembles, any of the logos, designs, trademarks, or related property set forth in Schedule A.

   Notwithstanding the foregoing, the sale of automobiles which incidentally includes wheels shall not be deemed to violate this exclusivity.

2. **NONCOMPETE.** SELLER and all INTERESTED PARTIES agree that they shall not engage at any time in any act that directly or indirectly results in the design, manufacture, marketing, or sale of wheels under the name "Boyd Coddington," "Coddington," "Boyd Coddington Wheels," "Boyds Wheels," "Boyds," nor shall SELLER engage in any act that directly or indirectly results in the design, manufacture, marketing, or sale of wheels that relates to, bares, uses, or resembles, any of the logos, designs, trademarks, or related property set forth in Schedule A. Notwithstanding the foregoing, the sale of automobiles which incidentally includes wheels shall not be deemed to violate this noncompete clause.

3. **REMEDIES.** If any party breaches this agreement, then injured party shall have the right to specific performance including, temporary and permanent injunction, together with all damages allowed at law or equity. The rights and remedies granted under this agreement are cumulative of any other right available. In the event a party is required to employ counsel or file a lawsuit to protect its rights, then the prevailing party shall recover all of its costs including its attorney's fees.

4. **SIGNATURES.** The following parties sign in the capacity so designated.

Dated: 5/18/2009

Jo Coddington, an Individual

Boyd Lee Coddington, an Individual

Boyd Coddington Wheels, Inc.
By Jo Coddington, authorized agent

NBO Motorsports, Inc.
By Boyd Lee Coddington, authorized agent

Boyd Coddington's Hot Rods and Collectibles, Inc.
By Jo Coddington, authorized agent

Vintage Collectibles, LLC
By Jo Coddington, authorized agent

Jo Coddington, Administrator of the
Estate of Boyd Leon Coddington

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Exhibit 1

DECEMBER AGREEMENT BETWEEN
NRG MOTORSPORTS, INC. AND AMERICAN RACING

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