

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Whizzer Motorbike Co., Inc.		06/23/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Whizzer U.S.A., Inc.
Street Address:	3200 Garden Brook Drive
City:	Farmers Branch
State/Country:	TEXAS
Postal Code:	75234
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1696905	WHIZZER

CORRESPONDENCE DATA	
Fax Number:	(214)999-3623
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-999-4487
Email:	ip@gardere.com
Correspondent Name:	Gardere Wynne Sewell LLP
Address Line 1:	1601 Elm Street, #3000
Address Line 2:	IP Section
Address Line 4:	Dallas, TEXAS 75201-4761

ATTORNEY DOCKET NUMBER:	128808-1
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NAME OF SUBMITTER:	Jason R. Fulmer
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Total Attachments: 3 source=TM Assignment#page1.tif source=TM Assignment#page2.tif source=TM Assignment#page3.tif

CH \$40.00 1696905

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is between THE WHIZZER MOTORBIKE CO., INC. (the "Assignor"), a Texas corporation, and WHIZZER U.S.A., INC. (the "Assignee"), a Texas corporation.

Background

Assignor is the owner of all right, title and interest in the Trademark described on Exhibit A attached hereto (the "Trademark"). Assignor desires and intends to assign to Assignee the Trademark and all other rights owned by Assignor in the Trademark.

Assignee desires to acquire the Trademark and all other rights owned by Assignor in the Trademark.

Grant

In consideration of the covenants and agreements contained in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Assignor assigns to Assignee the entire right, title and interest to the Trademark, including without limitation, all associated registrations and trademark applications, together with the goodwill of the business symbolized by the Trademark, and the right to sue for, and collect, damages for past infringements of the Trademark.

Assignor shall deliver to Assignee all files in its possession or in possession of its agents concerning the Trademark, including all Trademark prosecution, opposition, cancellation and enforcement files.

Assignor covenants that it has the full right to convey the entire right, title and interest in the Trademark, and that it has not executed, and will not execute, any conflicting agreement. Assignor further covenants that it will sign all lawful papers, make all rightful declarations and oaths, and generally do what is necessary to enable Assignee, its successors, legal representatives and assigns, to record and enforce this Assignment, and protect and enforce the Trademark in all countries.

This Assignment may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all such counterparts shall constitute but one Assignment.

In witness of this Assignment, an authorized representative of Assignor has signed below.

THE WHIZZER MOTORBIKE CO., INC.

By: *Nick Malinowski*
Name: NICK MALINOWSKI
Title: CHAIRMAN/PRES

Date: 6-23, 2004

MICHIGAN
THE STATE OF ~~TEXAS~~ §
 §
COUNTY OF EMMET §

Before me, the undersigned, a notary public, on this day personally appeared NICK MALINOWSKI, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of THE WHIZZER MOTORBIKE COMPANY, INC., a Texas corporation, and that he has executed the same as the act of such entities for the purposes and consideration expressed therein, and in the capacity therein stated.

Given under my hand and seal of office on this 23 day of JUNE, 2004.

Laurel Benetti
Notary Public Signature

(PERSONALIZED SEAL)

LAUREL BENETTI
NOTARY PUBLIC, EMMET COUNTY, MICHIGAN
MY COMMISSION EXPIRES 11-04-2007
ACTING IN THE COUNTY OF EMMET

Exhibit A

DESCRIPTION OF TRADEMARK

Typed Drawing

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Word Mark	WHIZZER
Goods and Services	IC 012. US 019. G & S: motor bikes. FIRST USE: 19910717. FIRST USE IN COMMERCE: 19920200
Mark Drawing Code	(1) TYPED DRAWING
Serial Number	74092772
Filing Date	August 30, 1990
Current Filing Basis	1A
Original Filing Basis	1B
Published for Opposition	June 18, 1991
Registration Number	1696905
Registration Date	June 23, 1992
Owner	(REGISTRANT) Zavor, Robert INDIVIDUAL UNITED STATES 13803 Creston Hills Drive Mishawaka INDIANA 46544 (LAST LISTED OWNER) WHIZZER MOTORBIKE CO., INC. CORPORATION Assignee of TEXAS 4751 GLENN CURTISS ADDISON TEXAS 75001
Assignment Recorded	ASSIGNMENT RECORDED
Type of Mark	TRADEMARK
Register	PRINCIPAL
Affidavit Text	SECT 15. SECT 8 (6-YR). SECTION 8(10-YR) 20020928.
Renewal	1ST RENEWAL 20020928
Live/Dead Indicator	LIVE