

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Robert Bass		12/30/2003	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	Ultra-Shield Race Products, LLC
Street Address:	19313 Hwy. 69 South
City:	Flint
State/Country:	TEXAS
Postal Code:	75762
Entity Type:	LTD LIAB JT ST CO: TEXAS

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	1853668	TEAR-OFFS

CORRESPONDENCE DATA	
Fax Number:	(214)745-5711
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-745-5153
Email:	docket@winstead.com
Correspondent Name:	Diane K. Lettelleir
Address Line 1:	P. O. Box 50784
Address Line 4:	Dallas, TEXAS 75201

NAME OF SUBMITTER:	Diane K. Lettelleir
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ASSIGNMENT

WHEREAS, Robert Bass, a United States citizen (hereinafter referred to as "ASSIGNOR"), having an address of 19313 Hwy. 69 South, Flint, Texas 75762;

WHEREAS, ASSIGNOR owns all rights, title and interest to a certain Trademark registration (hereinafter "Trademark") identified in Schedule "A" attached hereto; and

WHEREAS, Ultra-Shield Race Products, LLC ("ASSIGNEE"), a Texas limited liability company, having a principal place of business at 19313 Hwy. 69 South, Flint, Texas 75762, is desirous of acquiring the worldwide right, title and interest in and to the Trademark;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR agrees and covenants as follows:

1. ASSIGNOR sells, assigns, conveys and transfers to ASSIGNEE, and ASSIGNEE accepts as of the effective date of this Assignment, all right, title and interest in and to the Trademark, together with the goodwill of the business symbolized by the Trademark, including the right to apply for and receive registrations of the Trademark throughout the United States and in all other countries of the world, the right to sue and recover damages for past, present and future infringements; and

2. ASSIGNOR represents and warrants that it has not assigned, conveyed, transferred or granted to any third party any interest in, or otherwise encumbered in any manner, the Trademark; that, to the best of its knowledge, no third party owns, or is entitled to, any right or interest in the Trademark that would preclude, conflict with or encumber this Assignment; and that it hereby consents to this Assignment.

3. ASSIGNOR agrees, at the request of ASSIGNEE and at ASSIGNEE's expense, to execute and deliver such other and further documents and legal instruments, and do all other things reasonably necessary to perfect in ASSIGNEE, its assigns, successors and legal representatives, all right, title and interest in and to the Trademark hereby conveyed and transferred, throughout the world, including without limitation executing and delivering any and all powers of attorney, applications, assignments, declarations and affidavits.

4. This Assignment and the covenants herein are made for the benefit of the ASSIGNEE and its successors and assigns and may be transferred without the consent or ASSIGNOR.

EFFECTIVE this 30th day of December, 2003.


Agreed:



ROBERT BASS

Accepted:

ULTRA-SHIELD RACE PRODUCTS, LLC

By: 

Robert Bass, President

SCHEDULE A

TO THE ASSIGNMENT BY AND BETWEEN
ULTRA-SHIELD RACE PRODUCTS (AS ASSIGNOR)
AND
ULTRA-SHIELD RACE PRODUCTS, LLC (AS ASSIGNEE)

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
TEAR-OFFS	United States	1,853,668	September 13, 1994

Dallas 1\4027787\1
13873-K000US 9/2/2004