

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
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| NATURE OF CONVEYANCE: | correction to Assignment recorded at 2928/0051 |
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| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ultra-Shield Race Products | | 03/30/1998 | PARTNERSHIP: TEXAS |

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|-----------------------------|---------------------------|
| RECEIVING PARTY DATA | |
| Name: | Robert Bass |
| Street Address: | 19313 Hwy. 69 South |
| City: | Flint |
| State/Country: | TEXAS |
| Postal Code: | 75762 |
| Entity Type: | INDIVIDUAL: UNITED STATES |

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

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| CORRESPONDENCE DATA | |
| Fax Number: | (214)745-5711 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 214-745-5730 |
| Email: | docket@winstead.com |
| Correspondent Name: | Diane K. Lettelleir |
| Address Line 1: | P. O. Box 50784 |
| Address Line 4: | Dallas, TEXAS 75201 |

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| ATTORNEY DOCKET NUMBER: | 999993-1 |
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| NAME OF SUBMITTER: | Diane K. Lettelleir |
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| Total Attachments: 3 |
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OP \$40.00 1853668

ASSIGNMENT

WHEREAS, Ultra-Shield Race Products, a Texas general partnership whose sole general partner is Robert Bass (hereinafter referred to as "ASSIGNOR"), having a principal place of business at 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, Robert Bass ("ASSIGNEE"), a United States citizen, having an address of 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 March, 1998.

Agreed:


ULTRA-SHIELD RACE PRODUCTS

By:


Robert Bass, Sole Partner

Accepted:

By:


Robert Bass

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 |

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13873-K000US 9/1/2004