

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/28/2007

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
GRANATELLI MOTOR SPORTS, INC.		11/28/2007	CORPORATION: CALIFORNIA

**RECEIVING PARTY DATA**

Name:	PAXTON AUTOMOTIVE CORPORATION
Street Address:	1650 PACIFIC AVE
City:	OXNARD
State/Country:	CALIFORNIA
Postal Code:	93033
Entity Type:	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	78617555	

**CORRESPONDENCE DATA**

Fax Number: (213)896-2450  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 213-896-2586  
 Email: ptdocketing@hklaw.com, theresa.middlebrook@hklaw.com  
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ATTORNEY DOCKET NUMBER:	099708.00001
NAME OF SUBMITTER:	Theresa W. Middlebrook

Signature:

//TheresaWMiddlebrook//

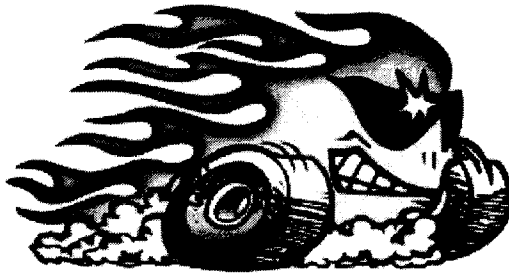
Date:

11/29/2007

Total Attachments: 1  
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**ASSIGNMENT OF TRADEMARK**

Whereas, Granatelli Motor Sports, Inc. ("Assignor"), a California corporation having an address 1000 Yarnell Place, Oxnard, California 93033, asserts that it is the owner of the trademark, or a confusingly similar version of the trademark, set forth below (hereinafter, the "Mark"):



Whereas, Assignor is the owner of application Serial No. 78/617,555 filed in the U.S. Patent and Trademark Office (the "Application"); and

Whereas, Joseph Richard Granatelli aka J.R. Granatelli is the principal of Assignor; and

Whereas, Paxton Automotive Corp. ("Assignee"), a California corporation having a business address at 1650 Pacific Avenue, Oxnard, California, asserts that it is the owner, by assignment, of the Mark; and

Whereas, in accordance with a Settlement Agreement executed on the date hereof, Assignor wishes to convey to Assignee the entire right, title, and interest in and to the Mark and the Application, including all goodwill of the business connected with the use of the Mark and symbolized by the Mark.


Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee the entire right, title and interest in and to the Mark and the Application, together with the goodwill of the business connected with the use of the Mark and symbolized by the Mark, and together with the right to sue and recover for past infringements of the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives. This assignment is on a quitclaim basis without representation or warranty.

To the extent that Joseph R. Granatelli claims or owns any right title or interest in the Mark or the Application, he does hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Mark and the Application, together with the goodwill of the business connected with the use of the Mark and symbolized by the Mark, and together with the right to sue and recover for past infringements of the Mark, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives. This assignment is on a quitclaim basis without representation or warranty.

This assignment shall bind the Assignor and Joseph R. Granatelli, their successors, heirs and/or assigns, and all others acting by, through, with or under their direction, and all those in privity with them; and shall inure to the benefit of Assignee, its successors and assigns.

GRANATELLI MOTOR SPORTS, INC.

By:

  
Joseph R. Granatelli, President

  
JOSEPH RICHARD GRANATELLI

11-27-07