

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		Bill of Sale	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
First National Bank of Arizona		09/12/2007	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	Arizona Motorcycle Works, LLC		
Street Address:	9299 W OLIVE AVE #306		
City:	SCOTTSDALE		
State/Country:	ARIZONA		
Postal Code:	85251		
Entity Type:	LIMITED LIABILITY COMPANY: ARIZONA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2047068	TITAN MOTORCYCLE CO. OF AMERICA	
CORRESPONDENCE DATA			
Fax Number:	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	415.434.1600		
Email:	trademark@howardrice.com		
Correspondent Name:	HOWARD RICE NEMEROVSKI CANADY FALK & RAB		
Address Line 1:	3 Embarcadero Center, 7th Fl.		
Address Line 2:	Attn: Carole F. Barrett		
Address Line 4:	San Francisco, CALIFORNIA 94111-4024		
ATTORNEY DOCKET NUMBER:	40007.0001		
NAME OF SUBMITTER:	Carole F. Barrett		
Signature:	/CFB_dch/		
Date:	06/10/2008		

CH \$40.00 2047068

Total Attachments: 2

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BILL OF SALE

For bid and payment of First National Bank of Arizona ("Seller"), in its own right and pursuant to A.R.S. §47-9601 *et. seq.*, does by these presents unconditionally grant, transfer, bargain, sell, assign, deliver and convey unto Arizona Motorcycle Works, LLC ("Buyer") all of Seller's right, title and interest in and to all of the property owned by TMC Acquisitions, L.L.C. ("TMC") in which Seller claims a security interest pursuant to that certain Commercial Security Agreement dated February 28, 2006 and related documents between Seller and TMC, including but not limited to Seller's interest in the following::

- a. All Inventory, Chattel Paper, Accounts, Equipment and General Intangibles, and Various Manufacturer's Statement of Origin ("MSOs") for each motorcycle existing at the time of the UCC sale;
- b. All motorcycles (the "Motorcycles"), partial and completed, as identified by the MSOs held by Seller.
- c. All certificates, statements, and other documents relating to ownership of the motorcycles;
- d. All machinery, equipment, fixtures, furnishings, trade fixtures, storage racks, tools, dies, furniture, and manufacturing equipment, and other similar items of personal property located on or in any building, warehouse, office, or other space used in connection with the business of TMC and in which TMC held an ownership interest;
- e. All accounts, including all trade and accounts receivable;
- f. All inventory;
- g. All dealer agreements, transferable permits, if any, issued by any governmental entity, and federal and state VIN numbers;
- h. All intellectual property, domain names, websites, goodwill, licenses, patents, trademarks, trade names, phone numbers, service marks, apparel lines, logos, designs, drawings, formulae, and copyrights, including all rights to the name "Titan Motorcycle Co." and/or any other "Titan" or company-owned or related intellectual property;
- i. All office furniture and supplies, production supplies, spare parts, other miscellaneous supplies, and other tangible property of any kind located on or in any building, warehouse, office, or other space used in connection with the business of TMC in which TMC held and an ownership interest;

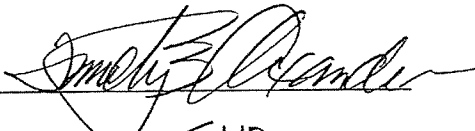
- j. All Seller' rights in and to prepayments and prepaid expenses, including any and all deposits;
- k. All lists, records, and other information pertaining to accounts, personnel, and referral sources, all lists and records pertaining to suppliers and customers, and all books and records of every kind, unless specifically excluded;
- l. All rights to federal vehicle identification numbers of TMC;
- m. All paint shops and all equipment related thereto, in which TMC held an ownership interest;
- n. All computers and software; and
- o. All rights, if any, to any escrowed funds relating to the GE Floor Planning Obligations.

This Bill of Sale is executed by Seller to Buyer for the reason that all of the above described property was purchased by Buyer and paid for by Buyer and this instrument is executed for the purpose of confirming this title to same in Buyer.

Notwithstanding the foregoing, this Bill of Sale is only intended to effectuate the sale, transfer and conveyance to Buyer of the personal property included in this Bill of Sale. **SELLER DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY REPRESENTATION OR WARRANTY WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE CONCERNING THE CONDITION OF THE PROPERTY BEING TRANSFERRED PURSUANT TO THIS GENERAL BILL OF SALE, AND ALL OF SUCH PROPERTY IS SOLD, CONVEYED AND DELIVERED TO BUYER ON AN "AS-IS" "WHERE IS" BASIS WITH ALL FAULTS.**

IN WITNESS WHEREOF, this Bill of Sale is executed and delivered by Seller as of the 12 day of September, 2007.

First National Bank of Arizona

By: 
Its: SVP