

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Roadster-Zenith Wheel Manufacturing, Inc.		01/08/2008	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Roadster Wheels, LLC		
<b>Street Address:</b>	1317 Chestnut Street		
<b>City:</b>	Chattanooga		
<b>State/Country:</b>	TENNESSEE		
<b>Postal Code:</b>	37402		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3273282	ZENITH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(423)508-1277		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	423-757-0277		
<b>Email:</b>	dhill@cbslawfirm.com		
<b>Correspondent Name:</b>	David J. Hill		
<b>Address Line 1:</b>	Two Union Square		
<b>Address Line 2:</b>	1000 Tallan Building		
<b>Address Line 4:</b>	Chattanooga, TENNESSEE 37402		
<b>ATTORNEY DOCKET NUMBER:</b>	17479_00-0705		
<b>NAME OF SUBMITTER:</b>	David J. Hill		
<b>Signature:</b>	/David J. Hill/		

OP \$40.00 3273282

Date:

09/30/2008

**Total Attachments: 3**

source=Coker Ass 3#page1.tif

source=Coker Ass 3#page2.tif

source=Coker Ass 3#page3.tif

## TRADEMARK ASSIGNMENT

This Assignment is made as of the 8<sup>th</sup> day of January, 2008, by Roadster-Zenith Wheel Manufacturing, Inc., a California corporation having as its address 27315 Jefferson Avenue "J", Temecula, California 92590 ("Assignor").

WHEREAS, Assignor owns the trademark ZENITH, which is the subject of U.S. Trademark Registration No. 3,273,282, as well as the unregistered trademark which is shown on the attached Exhibit A (collectively, "the Trademarks"); and

WHEREAS each of the Trademarks is associated with certain of Assignor's products and/or services and symbolizes at least a portion of the goodwill of Assignor's business; and

WHEREAS Roadster Wheels, LLC, a Tennessee limited liability company having as its address 1317 Chestnut Street, Chattanooga, Tennessee 37402 ("Assignee") has acquired substantially all of the assets of Assignor's business, including the Trademarks and the goodwill of Assignor's business symbolized thereby, pursuant to a Contribution Agreement of even date ("the Agreement");

NOW, THEREFORE, for and in consideration of the covenants, representations and warranties hereinafter set forth, the consideration set forth in the Agreement, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged:

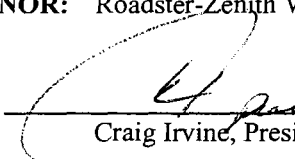
1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademarks, together with the goodwill symbolized thereby, and all rights and privileges granted and secured thereby, including the right to sue for past, present or future infringement of any of the Trademarks, such rights to be held and enjoyed by Assignee as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.
2. Assignor represents and warrants to Assignee that:
  - (a) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the State of California.
  - (b) Assignor is the owner of the Trademarks, and no other person or entity has any security interest in any of the Trademarks, in any registration of any of the Trademarks, or in any applications to register any of the Trademarks.
  - (c) Any and all licenses to use the Trademarks which were previously granted by Assignor have been terminated as of the date of this Assignment.
  - (d) Assignor has not abandoned or discontinued use of the Trademarks.
  - (e) There are no actions, suits, claims or proceedings pending or, to Assignor's knowledge threatened, against Assignor in any court or before any governmental agency which might have an adverse effect on any of the Trademarks or the goodwill of the business symbolized thereby.
  - (f) Assignor is not subject to any order, writ, injunction or decree of any court or governmental agency which would prevent or impede the assignment of any of the Trademarks, or of any goodwill symbolized thereby, or which has created or would create a lien thereon or would affect or interfere with Assignee's use thereof or its rights therein.
3. Assignor shall indemnify and hold harmless Assignee, its successors and assigns, at all times after the date of this Assignment, against any and all damages or deficiencies resulting from any breach of warranty or misrepresentation made in or in connection with this Assignment.

4. In the event any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Trademarks, Assignor agrees to cooperate fully with Assignee to terminate such infringement or violation. Assignor agrees that Assignee has the exclusive right to prosecute and defend at its own expense all suits or proceedings before any court or governmental agency which involve in any way the validity of, title to, or infringement of any of the Trademarks.
5. Assignor hereby covenants and agrees to execute any and all documents reasonably requested by Assignee for the purpose of carrying out the intent and purposes of this Assignment. Assignor hereby further covenants and agrees that it will cooperate with Assignee to enable Assignee to enjoy, to the fullest extent, the right, title and interest intended to be herein conveyed. Assignor's cooperation shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance relating to the Trademarks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or administrative proceedings involving the Trademarks, and otherwise fully carrying out the terms of this Assignment.
6. All the provisions of this Assignment shall inure to the benefit of Assignee and its successors, assigns and representatives and shall be binding on Assignor and its successors, assigns, and representatives.

IN TESTIMONY WHEREOF, Assignor has executed this Assignment as of the date first written above.

**ASSIGNOR:** Roadster-Zenith Wheel Manufacturing, Inc.

By:

  
\_\_\_\_\_  
Craig Irvine, President

Craig Irvine hereby confirms the foregoing Assignment. Craig Irvine shall be jointly and severally liable, with Assignor, for Assignor's obligations under the foregoing Assignment.

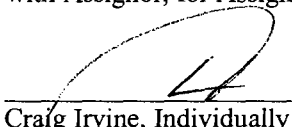
  
\_\_\_\_\_  
Craig Irvine, Individually

EXHIBIT A



17479\_00/0705/DJH-001608\_2

RECORDED: 09/30/2008

TRADEMARK  
REEL: 003861 FRAME: 0617