

**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>
Arizona Motorcycle Works		06/13/2008	LIMITED LIABILITY COMPANY: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	2161187 Arizona, Inc.		
<b>Street Address:</b>	2514 Mohawk Lane, Suite 114		
<b>City:</b>	Phoenix		
<b>State/Country:</b>	ARIZONA		
<b>Postal Code:</b>	85050		
<b>Entity Type:</b>	CORPORATION: ARIZONA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	74681006	TITAN MOTORCYCLE CO. OF AMERICA	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)217-5910		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	4154341600		
<b>Email:</b>	trademark@howardrice.com		
<b>Correspondent Name:</b>	HOWARD RICE NEMEROVSKI CANADY FALK & RAB		
<b>Address Line 1:</b>	3 Embarcadero Center, 7th Fl.		
<b>Address Line 2:</b>	Attn: Carole F. Barrett		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94111-4024		
<b>ATTORNEY DOCKET NUMBER:</b>	40420.0001		
<b>NAME OF SUBMITTER:</b>	Carole F. Barrett		
<b>Signature:</b>	/CFB_dch/		

CH \$40.00 74681006

Date:

12/11/2008

**Total Attachments: 4**

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**TRADEMARK ASSIGNMENT AGREEMENT**

Arizona Motorcycle Works, an Arizona limited liability company ("Assignor"), for valuable consideration received to its full satisfaction, hereby conveys, assigns, transfers, and delivers to 2161187 Arizona, Inc. ("Assignee"), all of the Assignor's worldwide right, title and interest in, to and under the TITAN MOTORCYCLE CO. OF AMERICA mark (the "Titan Mark"), including without limitation: (i) all goodwill associated with the Titan Mark; (ii) all licenses, sublicenses, agreements, or permissions related to the Titan Mark; (iii) all common law, statutory, treaty, and convention rights (including rights of priority) concerning the Titan Mark; (iv) the registrations for the Titan Mark, as listed in Schedule A hereto; (v) all rights to register, renew, protect, and defend the Titan Mark throughout the world, including all causes of action (either in law or in equity) and the right to sue and bring claims for and seek damages and any other legal or equitable remedy by reason of past, present, or future infringement, dilution, or other violation of the Titan Mark; and (vi) domain names listed in Schedule B hereto, to the extent that the same are currently registered to or controlled by Assignor (the "Titan Domain Names").

Assignor shall execute, acknowledge, and deliver all documents reasonably requested by Assignee, and shall perform any other reasonable acts the Assignee may require, in order to (1) vest all of Assignor's right, title, and interest in, to, and under the Titan Mark and Titan Domain Names in Assignee, (2) make record with any and all domestic and foreign government agencies, authorities, courts, tribunals, or other third parties, of the fact that Assignee owns all right, title, and interest in, to, and under the Titan Mark and Titan Domain Names and that Assignor no longer has any right, title, or interest, of any kind or nature, in, to, or under the Titan Mark or Titan Domain Names, and/or (3) provide evidence to support any of the foregoing, to the extent such evidence is in the possession or control of Assignor, in the event such evidence is deemed necessary by Assignee.

In the event Assignee is unable for any reason, after reasonable effort by Assignee, to secure Assignor's signature on any document needed in connection with the actions specified in the preceding paragraph, Assignor hereby irrevocably designates and appoints Assignee and its duly authorized officers and agents as its agent and attorney in fact, which appointment is coupled with an interest, to act for and on its behalf to execute, verify, and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph with the same legal force and effect as if executed by Assignor.

Neither Assignor nor any person directly or indirectly controlled by it or claiming through it shall at any time, now or in the future, (1) challenge or otherwise interfere with or (2) cause, assist, or induce any other person or entity to challenge or otherwise interfere with Assignee's right, title, interest, use, and/or enforcement of the Titan Mark or Titan Domain Names. By way of example and not by way of limitation, neither Assignor nor any person directly or indirectly controlled by it or claiming through it shall

at any time, now or in the future, file, assert, or participate, or cause, assist, or induce any other person or entity to file, assert, or participate in, any allegation or claim before any court or administrative agency in any country of the world that Assignee does not have right, title, and interest in, to, and under the Titan Mark or Titan Domain Names.

This Assignment is dated June 13 2008, and shall be binding upon and be enforceable against Assignor and its successors and assigns and shall inure to the benefit of and be enforceable by Assignee and its successors and assigns.

Assignor:

Arizona Motorcycle Works, LLC

By: [Signature]  
Print Name: \_\_\_\_\_  
Its: Hooper Smith

Assignee:

2161187 Arizona, Inc.

By: [Signature] A.S.O.

Print Name: R. O'NEILL  
Its: \_\_\_\_\_

SCHEDULE A  
U.S. AND FOREIGN TRADEMARK REGISTRATIONS

U.S. Trademark Registrations

Trademark	Application Serial No.	Application Date	Registration No.	Registration Date
Titan Motorcycle Co. of America	74/681,006	May 30, 1995	2,047,068	Mar. 25, 1997

Foreign Trademark Registrations

Trademark	Country	Application Serial No.	Application Date	Registration No.	Registration Date
Titan Motorcycle Co. of America	Canada	818,397	July 18, 1996	489,283	Feb. 4, 1998

SCHEDULE B  
DOMAIN NAMES

Domain Name	Registrant	Registration Company
TITANMOTORCYCLES.COM	Titan Motorcycle Company of America	Network Solutions