

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|---------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Koch Performance Group LLC | | 01/09/2009 | LIMITED LIABILITY COMPANY: MARYLAND |
| Koch Performance Group LLC | | 01/09/2009 | LIMITED LIABILITY COMPANY: CALIFORNIA |
| John C. Koch | | 01/09/2009 | INDIVIDUAL: UNITED STATES |
| RECEIVING PARTY DATA | | | |
| Name: | Yakima Products, Inc. | | |
| Street Address: | 15025 SW Koll Parkway | | |
| City: | Beaverton | | |
| State/Country: | OREGON | | |
| Postal Code: | 97006 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3036752 | ROADIE | |
| Registration Number: | 3056293 | RACKANDROLL | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (503)972-3873 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 503.221.1440 | | |
| Email: | lisa.gabel@tonkon.com | | |
| Correspondent Name: | Tonkon Torp LLP | | |
| Address Line 1: | 888 SW Fifth Avenue | | |
| Address Line 2: | 1600 Pioneer Tower | | |
| Address Line 4: | Portland, OREGON 97204 | | |
| ATTORNEY DOCKET NUMBER: | YAKIMA TM ASSIGNMENT | | |

OP \$65.00 3036752

| | |
|---|---------------------------|
| NAME OF SUBMITTER: | Christopher D. Erickson |
| Signature: | /Christopher D. Erickson/ |
| Date: | 01/22/2009 |
| Total Attachments: 4 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif | |

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), is made on January 9, 2009 by Koch Performance Group, LLC, a Maryland limited liability company ("KPG Maryland") and Koch Performance Group, LLC, a California limited liability company ("KPG California") (each of KPG Maryland and KPG California doing business as "RACKANDROLL", and collectively, "KPG"); and John C. Koch, an individual ("Koch") (KPG and Koch are each an "Assignor" and collectively, the "Assignors"), in favor of Yakima Products, Inc., a Delaware corporation, having a place of business at 15025 SW Koll Pkwy., Beaverton, OR 97006 ("Assignee"). Capitalized terms used but not defined herein have the meanings assigned to them in that certain Asset Purchase Agreement dated as of January 9, 2009 (the "Purchase Agreement") among Assignee and Assignors.

WHEREAS, Assignors are the owners of all right, title and interest in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks, including without limitation those applications and trademarks listed on the attached Schedule 3.8(b);

WHEREAS, pursuant to the Purchase Agreement, Assignors have agreed to sell, convey, assign and transfer to Assignee all of their respective right, title and interest in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks;

WHEREAS, Assignee desires to acquire all right, title and interest Assignors may have in and to the Trademarks and the goodwill of the business symbolized by and associated with the Trademarks; and

WHEREAS, the parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and to allow Assignee to file this Assignment with the United States Patent and Trademark Office and all applicable foreign intellectual property offices, as may be necessary to effectuate the assignment and transfer of the Trademarks from Assignors to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, Assignors agree as follows:

1. Assignors hereby assign, transfers, conveys and delivers to Assignee all of their right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations for the Trademarks throughout the world and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by an Assignor against third parties for past, present or future infringement of the Trademarks.

2. Assignors hereby acknowledge and agree that from and after the date hereof, Assignee shall be the exclusive owner of all of Assignors' right, title and interest in and to the Trademarks.

3. As further set forth in the Purchase Agreement, at Assignee's reasonable request, Assignors shall, and shall cause their Affiliates, as necessary, to, take all further actions and execute any additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Assignee's title in and to the Trademarks.

4. This Assignment is subject to all the terms and conditions of the Purchase Agreement. The parties intend that this Assignment is for recordation purposes only and shall not modify the applicable terms and conditions of the Purchase Agreement, which governs the parties' rights and interests in the Trademarks.

IN WITNESS WHEREOF, Assignors have caused this Assignment to be duly authorized and executed as of the date hereof.

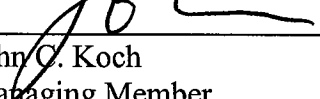
ASSIGNORS:

KPG MARYLAND:

**Koch Performance Group, LLC, a
Maryland limited liability company**

By its sole member:

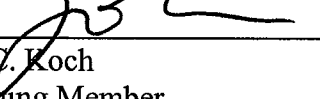
Koch Performance Group, LLC, a
California limited liability company

By: 

John C. Koch
Managing Member

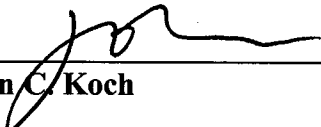
KPG CALIFORNIA:

**Koch Performance Group, LLC, a
California limited liability company**

By: 

John C. Koch
Managing Member

KOCH:




John C. Koch

Schedule 3.8(b) – Trademarks

U.S. Registered Trademarks

| <i>Trademark</i> | <i>Registration Date</i> | <i>Registration No.</i> | <i>Date of First Use</i> |
|------------------|--------------------------|-------------------------|--------------------------|
| ROADIE® | 12/27/2005 | 3,036,752 | 10/05/2005 |
| RACKANDROLL® | 01/31/2006 | 3,056,293 | 12/10/2004 |

Material Unregistered Trademarks

| <i>Trademark</i> | <i>Date of First Use</i> |
|---|--------------------------|
|  | December 2004 |
| HIGH PERFORMANCE SPORTS TRAILERS™ | September 2006 |
| KD65™ | August 2007 |
| KD78™ | August 2007 |
| FROM THE ROAD TO THE GARAGE IN 60 SECONDS FLAT™ | May 2005 |
| PUT YOUR ROOF RACK BEHIND YOU™ | May 2005 |

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RECORDED: 01/22/2009

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