

**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>        |
| Specialty Wheels, LLC   |                                      | 12/30/2011                                   | LTD LIAB JT ST CO: OREGON |
| <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: TENNESSEE |  |                           |
| <b>PROPERTY NUMBERS Total: 2</b>  |                                      |  |                           |
| <b>Property Type</b>  | <b>Number</b>                        | <b>Word Mark</b>                             |                           |
| <b>Registration Number:</b>   | 3869436                              | SPECIALTYWHEEL ALL STEEL, ALL AMERICAN       |                           |
| <b>Registration Number:</b>   | 3824393                              | SPECIALTYWHEEL                               |                           |
| <b>CORRESPONDENCE DATA</b>  |                                      |  |                           |
| <b>Fax Number:</b>  | (423)508-1277                        |  |                           |
| <b>Phone:</b>   | 423.757.0277                         |  |                           |
| <b>Email:</b>   | dhill@cbslawfirm.com                 |  |                           |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                      |  |                           |
| <b>Correspondent Name:</b>  | David J. Hill                        |  |                           |
| <b>Address Line 1:</b>  | 1000 Tallan Building                 |  |                           |
| <b>Address Line 2:</b>  | Two Union Square                     |  |                           |
| <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 \$65.00 3869436

Date:

01/19/2012

Total Attachments: 3

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## ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY ("Assignment") is made as of the 30<sup>th</sup> day of December, 2011 by Specialty Wheels, LLC, an Oregon limited liability company having a primary address of 19310 N.E. San Rafael Street, Portland, Oregon 97230 ("Assignor").

### RECITALS:

WHEREAS, Assignor owns the entire right, title and interest in and to the trademarks, trademark registration applications, trademark registrations and trade names listed on Exhibit A hereto, together with the goodwill of the business associated therewith (collectively the "Marks"); and

WHEREAS, pursuant to that certain Asset Purchase Agreement dated December 30, 2011 (the "Asset Purchase Agreement"), Assignor has sold and transferred the Marks, along with the goodwill of Assignor's business symbolized thereby, to Roadster Wheels, LLC, a Tennessee limited liability company having as its address 1317 Chestnut Street, Chattanooga, Tennessee 37402 ("Assignee");

NOW THEREFORE, for and in consideration of the covenants, representations and warranties set forth herein and in the Asset Purchase 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 Marks, 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 the Marks, 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. If any third party infringes or otherwise violates Assignee's right, title and/or interest in and to any of the Marks, 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 Marks.

3. 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 Marks, all to the extent deemed necessary or desirable by Assignee for participation in any legal or

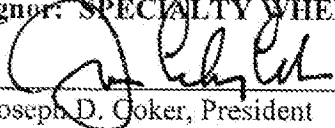
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administrative proceedings involving the Marks, and otherwise to fully carry out the terms of this Assignment.

4. 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.

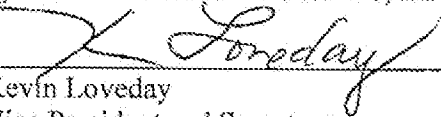
IN TESTIMONY WHEREOF, the parties have executed this Assignment as of the date first written above.

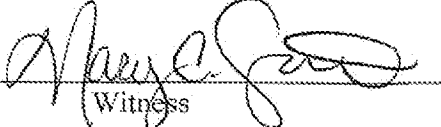
Assignor: **SPECIALTY WHEELS, LLC**

By:   
Joseph D. Coker, President

  
Witness

Assignee: **ROADSTER WHEELS, LLC.**

By:   
Kevin Loveday  
Vice President and Secretary

  
Witness

**EXHIBIT A**

U.S. Reg. No. 3,824,393 for SPECIALTYWHEEL (registered 07-27-2010)  
U.S. Reg. No. 3,869,436 for SPECIALTYWHEEL ALL STEEL, ALL AMERICAN & design (registered 11-02-2010).