

**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>
Al Simmons Company, Inc.		12/17/2004	CORPORATION: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mustang Motorcycle Products, Inc.		
<b>Street Address:</b>	PO Box 29		
<b>City:</b>	Terryville		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06786		
<b>Entity Type:</b>	CORPORATION: CONNECTICUT		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2162359	MUSTANG	
<b>Registration Number:</b>	1882054	MUSTANG	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(801)328-1707		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	801.533.9800		
<b>Email:</b>	dtangren@wnlaw.com		
<b>Correspondent Name:</b>	Dana L. Tangren		
<b>Address Line 1:</b>	60 East South Temple		
<b>Address Line 2:</b>	1000 Eagle Gate Tower		
<b>Address Line 4:</b>	Salt Lake City, UTAH 84111		
<b>NAME OF SUBMITTER:</b>	Dana L. Tangren		
<b>Signature:</b>	/dana l. tangren, reg. no. 37,246/		
<b>Date:</b>	05/17/2005		

OP \$65.00 2162359

Total Attachments: 3  
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## TRADEMARK ASSIGNMENT

Whereas AL SIMMONS COMPANY, INC., a Connecticut corporation (the "ASSIGNOR"), is the owner of the entire right, title, and interest in and to the trademark "Mustang", including two registrations (Reg. No. 2162359 and No. 1882054) with the U.S. Patent and Trademark Office, together with the goodwill of the business represented and symbolized by the trademark as well as all registrations and applications filed in connection therewith (collectively, the "Mark").

Whereas Mustang Motorcycle Products, Inc., a Connecticut corporation (the "ASSIGNEE"), is desirous of acquiring the entire right, title and interest of the ASSIGNOR in and to the Mark, together with the goodwill of the business represented and symbolized by the Mark.

NOW, THEREFORE, in consideration of good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby assign and transfer to ASSIGNEE all right, title and interest in and to the Mark, together with the goodwill of the business represented and symbolized by the Mark, all common law rights, and the right to register, renew, protect and defend said Mark and to sue for past infringements of said Mark.

The ASSIGNOR agrees to cooperate with ASSIGNEE in filing documents with the United States Patent & Trademark Office to obtain a recording of this Assignment in the United States Patent & Trademark Office. The ASSIGNOR further agrees to cooperate with ASSIGNEE in executing, and assisting ASSIGNEE in recording, such further documents, including additional assignments, as may be required by the law of any foreign country to convey the foregoing rights to ASSIGNEE.


This Trademark Assignment shall be effective as of December 17, 2004.

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IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their respective authorized officers effective as of the date first above written.

**ASSIGNOR:**

**AL SIMMONS COMPANY, INC.**, a Connecticut corporation

By:   
Allen L. Simmons, President

**ASSIGNEE:**

**MUSTANG MOTORCYCLE PRODUCTS, INC.**,  
a Connecticut corporation

By: \_\_\_\_\_  
Thomas M. McGann, Senior Vice President

Trademark Assignment  
Signature Page

IN WITNESS WHEREOF, the parties have caused this Trademark Assignment to be executed by their respective authorized officers effective as of the date first above written.

**ASSIGNOR:**

**AL SIMMONS COMPANY, INC.**, a Connecticut corporation

By: \_\_\_\_\_  
Allen L. Simmons, President

**ASSIGNEE:**

**MUSTANG MOTORCYCLE PRODUCTS, INC.**,  
a Connecticut corporation

By: T. M. McGann  
Thomas M. McGann, Senior Vice President

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