

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Frank Industries, Inc.		02/07/2006	CORPORATION:
RECEIVING PARTY DATA			
Name:	Starship Custom Vehicles, Inc.		
Street Address:	4315 Wyland Drive		
City:	Elkhart		
State/Country:	INDIANA		
Postal Code:	46516		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1508033	XPLOER	
Registration Number:	2266308	XPLOER	
CORRESPONDENCE DATA			
Fax Number:	(219)464-1166		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2194624999		
Email:	gary@hartmaniplaw.com		
Correspondent Name:	Hartman and Hartman		
Address Line 1:	552 E. 700 North		
Address Line 4:	Valparaiso, INDIANA 46383		
ATTORNEY DOCKET NUMBER:	A6-2048		
NAME OF SUBMITTER:	Gary M. Hartman		
Signature:	/Gary M. Hartman/		
Date:	03/22/2006		

CH \$65.00 1508033

Total Attachments: 2

source=A6-2048-assignment#page1.tif

source=A6-2048-assignment#page2.tif

ASSIGNMENT OF TRADEMARK RIGHTS

This AGREEMENT, whose effective date is that of the last signature hereon, is by and between:

Frank Industries, Inc. ("ASSIGNOR"), a corporation of Michigan having a place of business at 3950 Burnsline Road, Brown City, Michigan, USA 48416; and

Starship Custom Vehicles, Inc. ("ASSIGNEE"), a corporation of Indiana having a place of business at 4315 Wyland Drive, Elkhart, Indiana USA 46516.

1. This AGREEMENT describes an understanding regarding:

Trademark rights in the following marks which, through its adoption and continuous use, the ASSIGNOR has exclusively held so as to acquire rights therein and, if stated below, has registered with the U.S. Patent and Trademark Office:

XPLORER - For motor homes; **Reg. No. 1,508,033**

XPLORER - For motor homes and recreational van conversions; **Reg. No. 2,266,308**

The above marks are referred to as the "MARKS" below.

2. In that the ASSIGNEE desires to acquire all right, title and interest in and to the above MARKS, and the ASSIGNOR has agreed to such a transfer of their rights in the MARKS through and as a consequence of the purchase by the ASSIGNEE of assets of the ASSIGNOR at auction on or about April 23, 2005, the ASSIGNOR and ASSIGNEE agree to the following:
 - a. In exchange for good and valuable consideration, receipt of which is acknowledged by this AGREEMENT, the ASSIGNOR formally assigns to the ASSIGNEE all right, title and interest, in all countries, in the MARKS;
 - b. By this AGREEMENT, the ASSIGNOR also transfers the goodwill that is connected with the use of and symbolized by the MARKS, including the goodwill of any business in which the MARKS have been used;
 - c. By this AGREEMENT, the ASSIGNOR renounces all goodwill embodied in the MARKS, such that all goodwill arising from the ASSIGNEE's use of the MARKS will inure solely to the benefit of the ASSIGNEE;

- d. The ASSIGNOR shall not adopt or use, without prior written consent from the ASSIGNEE, any variation of the MARKS or any word or mark likely to be similar to or confusingly similar with the MARKS;
 - e. The ASSIGNOR shall not take any action that could be detrimental to the goodwill associated with the MARKS; and
 - f. As assignee of the MARKS, the ASSIGNEE shall have the right to record this AGREEMENT with the U.S. Patent and Trademark Office, and to secure further registration of the MARKS as the ASSIGNEE deems appropriate. The ASSIGNOR shall cooperate in good faith to provide information in support of the recordation of this AGREEMENT and in support of the filing and prosecution of any trademark application filed by the ASSIGNEE on the MARKS.
3. The ASSIGNOR warrants that it is the sole owner of all rights, title and interest in the MARKS, and to have the right to assign such rights, title and interest.
 4. This AGREEMENT shall be binding on the successors and assignees of the ASSIGNOR and ASSIGNEE.
 5. This AGREEMENT is executed by duly authorized representatives of the ASSIGNOR and ASSIGNEE.

Agreed and accepted on

Agreed and accepted on

Feb 7, 2006

1-31, 2006

For: Frank Industries, Inc.
(ASSIGNOR)

For: Starship Custom Vehicles, Inc.
(ASSIGNEE)

By: David Bockstanz
Name (signed)

By: Robert Helvie
Name (signed)

David Bockstanz
Name (printed)

Robert Helvie
Name (printed)

Title: President

Title: owner