

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
ROUSH CORPORATION D/B/A ROUSH RACING		02/08/2007	CORPORATION: MICHIGAN

RECEIVING PARTY DATA

Name:	RF HOLDCO, LLC
Street Address:	4600 Roush Place
City:	Concord
State/Country:	NORTH CAROLINA
Postal Code:	28027
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2981078	16
Registration Number:	2822020	99
Registration Number:	2662012	6
Registration Number:	2544774	60
Registration Number:	2563088	6
Registration Number:	2276964	J.R.'S GARAGE EST. 1996
Registration Number:	2289735	J.R.'S GARAGE
Registration Number:	2464427	WHITE KNUCKLE RACING
Registration Number:	2416519	WHITE KNUCKLE
Registration Number:	2365599	97
Registration Number:	2282413	99
Serial Number:	75932713	17
Registration Number:	2481134	50

CH \$390.00 2981078

Serial Number:	78760398	06
Serial Number:	78760257	26

CORRESPONDENCE DATA

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ATTORNEY DOCKET NUMBER:	30414/16 ASSIGNMENT
NAME OF SUBMITTER:	Susan Reiss
Signature:	/SUSAN REISS/
Date:	03/08/2007

Total Attachments: 3
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TRADEMARK ASSIGNMENT

WHEREAS, ROUSH CORPORATION D/B/A ROUSH RACING, a Michigan corporation ("Assignor") is the owner of the trademark registrations and applications in the United States Patent and Trademark Office set forth on **Schedule A** (all such trademark registrations and applications, together with the goodwill of the business symbolized by the trademarks and any and all common law rights for such trademarks in connection with any products with which such trademarks may be used, collectively, the "Trademarks"); and

WHEREAS, RF HOLDCO, LLC, a Delaware limited liability company with offices in Concord, North Carolina ("Assignee"), is desirous of acquiring Assignor's rights in and to the Trademarks;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign unto Assignee all of Assignor's right, title and interest in and to the Trademarks in the United States and throughout the world, along with the right to sue and recover for, and the right to profits, penalties or damages due or accrued arising out of or in connection with any and all present and future infringements or dilution of or damage or injury to the Trademarks or such represented goodwill, in each case, subject to the terms and conditions of the Contribution, Assignment and Assumption Agreement between Assignor and Assignee dated as of the date hereof;


Assignor agrees to timely execute and deliver at the request of the Assignee, all papers, instruments, and assignments, and to perform other reasonable acts the Assignee may require in order to record and perfect all of Assignee's right, title and interest in and to the Trademarks and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by the Assignee, to the extent such evidence is in the possession or control of the Assignor.

This Trademark Assignment is executed and delivered pursuant to, and is subject to the terms of, the Contribution Agreement between Assignor and Assignee dated as of the date hereof, and nothing contained herein is intended to alter, modify, expand or diminish the terms set forth in such Contribution Agreement.

This Trademark Assignment shall be governed by and construed in accordance with the laws of the State of New York (excluding its conflicts of laws rules) and the federal laws of the United States applicable therein.










This the 8th day of February, 2007.

ROUSH CORPORATION D/B/A ROUSH RACING

By: 
Name: Evan D. Lyall
Title: Manager

Schedule A

Trademark Registrations and Applications

Mark	Design (if applicable)	Date (Filed=Pending, Issued =Registered)	Reg. No.	Applicant/Owner
16	N/A	Issued 08/02/05	2,981,078	Roush Corporation Filing
99		Issued 03/16/04	2,822,020	Roush Corporation Filing
6		Issued 12/17/02	2,662,012	Roush Corporation Filing
60		Issued 03/05/02	2,544,774	Roush Corporation Filing
6		Issued 04/23/02	2,563,088	Roush Corporation Filing
J.R.'S GARAGE EST. 1996		Issued 09/14/99	2,276,964	Roush Corporation Filing
J.R.'S GARAGE	N/A	Issued 11/02/99	2,289,735	Roush Corporation Filing
WHITE KNUCKLE RACING		Issued 06/21/01	2,464,427	Roush Corporation Filing
White Knuckle	N/A	Issued 12/26/00	2,416,519	Roush Corporation Filing
97		Issued 07/11/00	2,365,599	Roush Corporation Filing
99		Issued 10/05/99	2,282,413	Roush Corporation Filing
17		Filed 03/01/00	Serial No. 75/932,713	Roush Corporation Filing

Mark	Design (if applicable)	Date (Filed=Pending, Issued =Registered)	Reg. No.	Applicant/Owner
50	50	Issued 08/28/01	2,481,134	Roush Corporation Filing
06	N/A	Filed 11/23/05	Serial # 78/760,398	Roush Corporation Filing (NC)
26	N/A	Filed 7/25/06	Serial # 78/760,257	Roush Corporation Filing (NC)