

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
American IronHorse Motorcycle Company, Inc.		06/04/2008	CORPORATION: TEXAS

RECEIVING PARTY DATA

Name:	AIH Acquisition Company, LLC
Street Address:	4600 Blue Mound Rd.
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76106
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Serial Number:	78757157	AIR
Serial Number:	76603268	AMERICAN IRONHORSE
Serial Number:	76408710	AMERICAN IRONHORSE
Serial Number:	78977933	AMERICAN IRONHORSE AIR RIDERS
Serial Number:	78757201	AMERICAN IRONHORSE AIR RIDERS
Serial Number:	76467399	AMERICAN IRONHORSE
Serial Number:	76408709	AMERICAN IRONHORSE MOTORCYCLE COMPANY
Serial Number:	75601510	AMERICAN IRONHORSE MOTORCYCLE COMPANY
Serial Number:	77169841	BANDERA
Serial Number:	75622210	BANDIT
Serial Number:	77169828	CLASSIC CHOP
Serial Number:	77169835	JUDGE
Serial Number:	78804234	LEGEND
Serial Number:	78804220	LONE STAR CHOPPER

CH \$665.00 78757157

Serial Number:	76471973	
Serial Number:	78719615	
Serial Number:	78882580	
Serial Number:	75622212	OUTLAW
Serial Number:	76328441	RANGER
Serial Number:	75563769	SLAMMER
Serial Number:	76285230	TEJAS
Serial Number:	78719565	TEXAS CHOPPER
Serial Number:	78719591	TEXAS CHOPPERS
Serial Number:	76328439	TEXAS CHOPPERS
Serial Number:	76328440	TEXAS CHOPPERS
Serial Number:	76528560	THE BIKE THAT OWNS THE ROAD

CORRESPONDENCE DATA

Fax Number: (214)855-8200

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: DOIPDocket@Fulbright.com

Correspondent Name: Linda M. Merritt

Address Line 1: 2200 Ross Avenue; Suite 2800

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:	Linda M. Merritt
Signature:	/Linda M. Merritt/
Date:	06/25/2008

Total Attachments: 13

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ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY (this “*Assignment*”) is entered into as of June 4, 2008 by and between AMERICAN IRONHORSE MOTORCYCLE COMPANY, INC. (also known in the Chinese language as Mei Guo Ai Rui Hao Mo Tuo Che Gu Fen You Xian Gong Si), a Texas corporation (“*Seller*”) and AIH ACQUISITION, LLC, a Delaware limited liability company (“*Buyer*”).

RECITALS OF FACT

A. Buyer and Seller are parties to an Asset Purchase and Sale Agreement dated May 15, 2008, as amended (the “*Purchase Agreement*”), providing, among other things, for the sale by Seller and the purchase by Buyer of all of Seller’s right, title and interest in, to and under all Intellectual Property owned, licensed or sublicensed by or to Seller, including, without limitation, those set forth in Attachment A hereto and all of Seller’s rights to income on royalties attributable to the Intellectual Property, together with any and all goodwill of Seller relating to the Business (collectively, the “*Transferred Intellectual Property*”).

B. In order to effectuate the sale and purchase of the Transferred Intellectual Property, Seller is executing and delivering this Assignment to the Buyer.

AGREEMENT

In consideration of the covenants, representations and agreements set forth herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Capitalized Terms. Capitalized terms used in this Assignment, including the recitals and preamble, will have the meanings set forth in the Purchase Agreement, unless otherwise provided in this Assignment.

2. Assignment. Seller hereby sells, assigns, transfers, conveys, and delivers exclusively unto Buyer all right, title and interest in and to the Transferred Intellectual Property, including, without limitation, all Intellectual Property listed on Attachment A attached hereto, and further including, without limitation:

(a) the goodwill of the Business symbolized by the names, marks, trade dress and other indicators of source included in the Transferred Intellectual Property together with all registrations, applications for registrations, and common law rights in any country in the world;

(b) copyrights and any copyright registrations and applications included in the Transferred Intellectual Property;

(c) issued patents and pending patent applications included in the Transferred Intellectual Property;

- (d) domain names included in the Transferred Intellectual Property; and
- (e) all rights to sue, recover and retain damages (and costs and attorneys' fees) for present and past infringement of any of the Transferred Intellectual Property.

In the case of any intent-to-use trademark or service mark applications included in the Transferred Intellectual Property that are currently pending in the United States, Seller acknowledges that the Buyer is a successor to the business of the Seller, or portion of the business of the Seller, to which the marks pertain, and that such business is ongoing and existing.

3. Further Assurances. As and when requested by Buyer from time to time, Seller shall execute and deliver, or cause to be executed and delivered, such documents and instruments and shall take, or cause to be taken such further or other actions as may be reasonably necessary to carry out the purposes of this Assignment or any related provision of the Purchase Agreement, including any documents as Buyer may deem necessary or desirable for recordation of a release of any liens and information such as user ID and password to enable Buyer to access and obtain control of any of Seller's domain names and domain name accounts. Seller hereby expressly agrees that Buyer may singly, and without assistance or consent from Seller, undertake procedures to record this Assignment in the United States Patent and Trademark Office or other applicable agency or governmental entity. Buyer shall pay all registration costs and recordation and filing fees relating to this Assignment.

4. Acknowledgement of Rights. Seller hereby acknowledges that, from and after the effective date of this Assignment, Buyer has acceded to all of Seller's right, title and standing to:

- (a) Receive all rights and benefits pertaining to the Transferred Intellectual Property.
- (b) Institute and prosecute all suits and proceedings and take all actions that Buyer, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim of any kind relating to any right, title or interest assigned hereunder.
- (c) Defend and compromise any and all such actions, suits or proceedings relating to any right, title or interest assigned hereunder, and perform all other such acts in relation thereto as Buyer, in its sole discretion, deems advisable.
- (d) Register, maintain, renew or otherwise apply for new or continuing statutory protection for any Transferred Intellectual Property, including but without limitation, any patent, copyright and trademark protection.

5. Waiver. Seller hereby waives and relinquishes any and all rights that it may have to any utilization of the Transferred Intellectual Property or to object to any use of the Transferred Intellectual Property by Buyer.

6. Representations, Warranties, and Agreements. The Transferred Intellectual Property is being sold by Seller subject to the representations, warranties and agreements of Seller contained in the Purchase Agreement.

7. Successors and Assigns. This Assignment shall bind Seller and inure to the benefit of Buyer and its successors and assigns.

8. Counterparts. This Assignment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. Descriptive Headings. The descriptive headings of the several paragraphs of this Assignment were inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

[Signature pages follow]

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties, intending to be legally hereby bound, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

**AMERICAN IRONHORSE MOTORCYCLE
COMPANY, INC.**

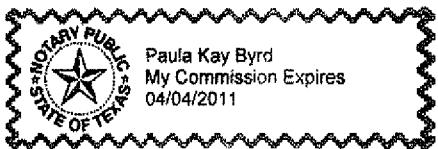
By: [Signature]
Name: ROBERT SCHLEIZER
Title: CFO

**THE STATE OF TEXAS §
 §
COUNTY OF TARRANT §**

BEFORE ME, the undersigned authority, on this day personally appeared Robert Schleizer known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30th day of May, 2008.

Paula Kay Byrd
Notary Public in and for the State of Texas.



AIH ACQUISITION, LLC

By: *Susan R Meyers*
Name: SUSAN R MEYERS
Title: _____

THE STATE OF MONTANA
COUNTY OF GALLATIN

§
§
§



BEFORE ME, the undersigned authority, on this day personally appeared SUSAN R MEYERS known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 3rd day of June, 2008.

Diana DeYoung
Notary Public in and for the State of Montana.

Diana DeYoung
Notary Public for the State of Montana
Residing at Belgrade, Montana
My Commission Expires February 23, 2009

ATTACHMENT A

ISSUED PATENTS AND PENDING PATENT APPLICATIONS

Title	Application No.	Patent No.
PARTITIONED FUEL TANK AND FUEL DELIVERY SYSTEM	10/364499	6857661
WHEEL	29/239076	D522948
WHEEL	29/239077	D522435
WHEEL	29/239078	D522436
WHEEL	29/239079	D519432
WHEEL	29/239080	D522437
WHEEL	29/239081	D521437
WHEEL	29/239072	D524709
WHEEL	29/239073	D524710
WHEEL	29/239075	D519906
WHEEL	29/239074	D520930
PIVOTING BELT OR CHAIN GUARD	11/638353	

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS**

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
CANADA						
AMERICAN IRONHORSE	Canada	1291393	2/24/2006			n/a
AMERICAN IRONHORSE MOTORCYCLE COMPANY	Canada	1291395	2/24/2006			n/a
BANDERA	Canada	1371172	10/31/2007			n/a
GUNSLINGER	Canada	1291404	2/24/2006			n/a
JUDGE	Canada	1371171	10/31/2007			12
LONE STAR CHOPPER	Canada	1291403	2/24/2006			n/a
LSC	Canada	1291401	2/24/2006			n/a
MISCELLANEOUS DESIGN (Horse head)	Canada	1291408	2/24/2006			n/a
OUTLAW	Canada	1291399	2/24/2006			n/a
SLAMMER	Canada	1291396	2/24/2006			n/a
SLAMMER	Canada	1306468	4/5/2008			n/a
TEJAS	Canada	1291402	2/24/2006			n/a
TEXAS CHOPPER	Canada	1291397	2/24/2006			n/a
CHINA P.R.						
AI RUI HAO (IRONHORSE in Chinese)	China P.R.	5342264	5/11/2006			12
AI RUI HAO	China P.R.	5342266	5/11/2006			25

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS**
(continued)

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
(IRONHORSE in Chinese)						
BANDIT	China P.R.	5360585	5/19/2006			12
CUTTER	China P.R.	5360584	5/19/2006			12
GUNSLINGER	China P.R.	5196518	3/7/2006			12
IRONHORSE	China P.R.	5196517	3/7/2006			12
IRONHORSE	China P.R.	5196736	3/7/2006			25
IRONHORSE MOTORCYCLE COMPANY	China P.R.	5196511	3/7/2006			12
IRONHORSE MOTORCYCLE COMPANY	China P.R.	5196734	3/7/2006			25
LEGEND	China P.R.	5342265	5/11/2006			12
LONE STAR CHOPPER	China P.R.	5196516	3/7/2006			12
LSC	China P.R.	5196512	3/7/2006			12
MISCELLANEOUS DESIGN (Horse head)	China P.R.	5196519	3/7/2006			12
MISCELLANEOUS DESIGN (Horse head)	China P.R.	5196735	3/7/2006			25
OUTLAW	China P.R.	5196514	3/7/2006			12
RANGER	China P.R.	5360760	5/19/2006			12
SLAMMER	China P.R.	5196520	3/7/2006			12

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS**
(continued)

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
STALKER	China P.R.	5360583	5/19/2006			12
TEJAS	China P.R.	5196515	3/7/2006			12
TEXAS CHOPPER	China P.R.	5196513	3/7/2006			12
THUNDER	China P.R.	5360761	5/19/2006			12
GREAT BRITAIN						
AMERICAN IRONHORSE	Great Britain	2415118A	2/27/2006	2415118A	2/27/2006	12
AMERICAN IRONHORSE MOTORCYCLE COMPANY	Great Britain	2415117	2/27/2006	2415117A	2/27/2006	12
AMERICAN IRONHORSE MOTORCYCLE COMPANY	Great Britain	2415117	2/27/2006	2415177B	2/27/2006	25
GUNSLINGER	Great Britain	2417982	3/29/2006	2417982	10/27/2006	12, 25
LONE STAR CHOPPER	Great Britain	2417988	3/29/2006	2417988	3/29/2006	12
LSC	Great Britain	2417986	3/29/2006	2417986	3/29/2006	12
MISCELLANEOUS DESIGN (Horse head)	Great Britain	2417058	3/18/2006	2417058	3/18/2006	12, 25
SLAMMER	Great Britain	2417983	3/29/2006	2417983B	3/29/2006	25
SLAMMER	Great Britain	2417983	3/29/2006	2417983B	3/29/2006	25
TEJAS	Great Britain	2417987	3/29/2006	2417987	10/27/2006	12, 25
TEXAS CHOPPER	Great Britain	2417984	3/29/2006	2417984	3/29/2006	12

REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS
(continued)

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
UNITED STATES						
AIR	United States	78/757157	11/18/2005			9, 16, 25, 37, 39
AMERICAN IRONHORSE	United States	76/603268	7/21/2004			9, 12, 16, 25
AMERICAN IRONHORSE	United States	76/408,710	5/15/2002	2,736,237	7/15/2003	12
AMERICAN IRONHORSE AIR RIDERS & Design	United States	78/977933	11/18/2005			9, 16, 37, 39
AMERICAN IRONHORSE AIR RIDERS and Design	United States	78/757201	11/18/2005			12, 25
AMERICAN IRONHORSE and Design	United States	76/467399	11/15/2002	2788497	12/2/2003	40
AMERICAN IRONHORSE MOTORCYCLE COMPANY	United States	76/408,709	5/15/2008	2,739,913	7/22/2003	12
AMERICAN IRONHORSE MOTORCYCLE COMPANY and Design	United States	75/601510	12/8/1998	2464897	7/3/2001	40
BANDERA	United States	77/169841	5/1/2007			12
BANDIT	United States	75/622210	1/19/1999	2532532	1/22/2002	12
CLASSIC CHOP	United States	77/169828	5/1/2007			12
JUDGE	United States	77/169835	5/1/2007			12
LEGEND	United States	78/804234	2/1/2006			12, 25
LONE STAR CHOPPER	United States	78/804220	2/1/2006			12, 25
MISCELLANEOUS DESIGN (Horse head)	United States	76/471973	11/13/2002	2771424	10/7/2003	40

**REGISTERED TRADEMARKS AND
PENDING TRADEMARK APPLICATIONS**
(continued)

Mark	Country	Appl. No.	Appl. Date	Reg. No	Reg. Date	Class
MISCELLANEOUS DESIGN (Horse head)	United States	78/719615	9/23/2005			9, 12, 25
MISCELLANEOUS DESIGN (Horse head)	United States	78/882580	5/12/2006			34
OUTLAW	United States	75/622212	1/19/1999	2727423	6/17/2003	12
RANGER	United States	76/328441	10/19/2001	2876021	8/24/2004	12
SLAMMER	United States	75/563769	10/5/1998	2468746	7/17/2001	12
TEJAS	United States	76/285230	6/19/2001	2603195	7/30/2002	12
TEXAS CHOPPER	United States	78/719565	9/23/2005			9
TEXAS CHOPPERS	United States	78/719591	9/23/2005			9
TEXAS CHOPPERS and Design	United States	76/328439	10/19/2001	2715182	5/13/2003	12
TEXAS CHOPPERS and Design	United States	76/328440	10/19/2001	2803056	1/6/2004	25
THE BIKE THAT OWNS THE ROAD	United States	76/528560	7/9/2003			9, 12, 25

COPYRIGHT REGISTRATIONS AND
PENDING COPYRIGHT APPLICATIONS

None.

DOMAIN NAMES

americanironhorse.com

aihcalendar.com