

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
MotorUp Corporation		02/14/2007	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Dreamstart Hong Kong, Ltd. Company		
Street Address:	Hong Kong 610, Nathan Road 1501		
Internal Address:	Hollywood Plaza Mongkok		
City:	Kowloon		
State/Country:	HONG KONG		
Entity Type:	LIMITED LIABILITY COMPANY: HONG KONG		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2897735	MOTORUP XTREME	
CORRESPONDENCE DATA			
Fax Number:	(314)612-2323		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-621-5070		
Email:	gashbrook@armstrongteasdale.com		
Correspondent Name:	MEREDITH P. GAMMILL		
Address Line 1:	One Metropolitan Square, Suite 2600		
Address Line 4:	St. Louis, MISSOURI 63102-2740		
ATTORNEY DOCKET NUMBER:	17676-14		
DOMESTIC REPRESENTATIVE			
Name:			
Address Line 1:			
Address Line 2:			
Address Line 3:			

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Address Line 4:

NAME OF SUBMITTER:

Meredith P. Gammill

Signature:

/MPG-ATLLP/

Date:

02/19/2007

Total Attachments: 2

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT (the "Assignment") is executed and delivered as of the date last written below by:

MOTORUP CORPORATION
489 DEVON PARK DRIVE (the "Assignor")
WAYNE, PA 19087

in favor of:

DREAMSTART HONG KONG, LTD. COMPANY
HONG KONG 610, NATHAN ROAD 1501 (the "Assignee")
HOLLYWOOD PLAZA MONGKOK,
KOWLOON HONG KONG

WHEREAS, Assignor desires to convey certain trademarks to Assignee, namely, the trademarks set forth on Schedule I attached hereto (the "Trademarks"):

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee all right, title and interest of Assignor in and to (i) the Trademarks, (ii) all registrations with respect to the Trademarks, (iii) the goodwill of the business symbolized by the Trademarks and (iv) all past and present rights and powers, statutory and common law, which have accrued or may accrue to Assignor of any and all kind or nature appertaining to the Trademarks.

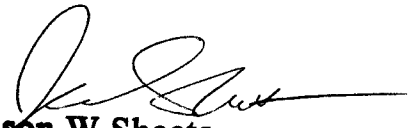
IN WITNESS WHEREOF, Assignor has executed this Assignment as of February __, 2007.

ASSIGNOR
By: 
Name: Xu Chunjiang
Title: *General Manager*

People's Republic of China)
STAFF OF Guangdong))
Guangzhou) SS
Consulate General of the))
United States of America))

On this February 14, 2007, before me, Jason W. Sheets, a Notary Public in and for said state, personally appeared Xu Chunjiang, an Vice Consul of Motorup Corporation, known to me to be the person who executed the within Assignment of Trademarks, and who did state that said instrument was signed on behalf of said corporation, and acknowledged to me that he executed the same for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and said State aforesaid, the day and year first above written.

Notary Public

Jason W. Sheets
Vice Consul

SCHEDULE I

MOTORUP XTREME

Registration Number: 2,897,735

Registration Date: October 26, 2004

MOTOR UP "NO OIL CHANGE" ENGINE TREATMENT (common law)

Registration Number: 2,261,308

Registration Date: July 13, 1999 (cancelled)