

**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>
Ray T. Flugger		08/18/2007	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Flowmaster, Inc.		
<b>Street Address:</b>	100 Stony Point Road		
<b>Internal Address:</b>	Suite 125		
<b>City:</b>	Santa Rosa		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	95401		
<b>Entity Type:</b>	CORPORATION: NEVADA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2324703	HUSHPOWER	
Registration Number:	2944256	HUSHPOWER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(415)442-1001		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	415-442-1137		
<b>Email:</b>	dmason@morganlewis.com		
<b>Correspondent Name:</b>	Diane J. Mason		
<b>Address Line 1:</b>	One Market, Spear Street Tower		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	067699.2000		
<b>NAME OF SUBMITTER:</b>	Diane J. Mason		
<b>Signature:</b>	/djm/		

CH \$65.00 2324703

Date:

08/20/2007

**Total Attachments: 2**

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## TRADEMARK ASSIGNMENT

WHEREAS, Ray T. Flugger, an individual residing at 110 Nolan Court, Forestville, California (hereinafter referred to as "ASSIGNOR"), is the owner of the entire right, title and interest in and to the trademarks HUSHPOWER, ("the MARK"), and the goodwill appurtenant to said mark and the applications and registrations therefor, namely U.S. Trademark Registration No. 2,324,703, registered February 29, 2000, and U.S. Trademark Registration No. 2,944,256, registered April 26, 2005;

WHEREAS, Flowmaster, Inc., a Nevada Corporation, located at 100 Stony Point Road, Suite 125, Santa Rosa, California 95401 (hereinafter referred to as "ASSIGNEE") desires to receive all of Assignor's right, title and interest in and to the MARK, together with the goodwill associated therewith;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

ASSIGNOR agrees to sell, assign, transfer and convey, and by this instrument hereby sells, assigns, transfers and conveys to ASSIGNEE, its successors, legal representatives and assigns, ASSIGNORS' entire right, title and interest in and to the MARK and the goodwill of the business appurtenant to and connected with the MARK, all rights at common law in the MARK, and ASSIGNOR further assigns, transfers, sells and conveys to ASSIGNEE, its successors, legal representatives and assigns, the right to renew, protect, defend and enforce any and all rights to the MARK including the right to sue for past infringement, the right to enforce any and all trademark rights of ASSIGNOR and causes of action therefor, presently known or unknown and inuring to ASSIGNEE, and the right to recover all claims for damages or for compensation for past infringement arising out of any cause of action, whether presently known, unknown, accrued or to accrue.

ASSIGNOR agrees to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with perfecting the transfer of all rights to and the vesting of full and complete title in ASSIGNEE, including, without limitation by enumeration, agreeing to the recordation of this Assignment on the records of the United States Patent and Trademark Office. ASSIGNOR agrees further to cooperate fully with ASSIGNEE (at no cost to ASSIGNOR) in connection with enforcing and defending the rights transferred and particularly in connection with executing any and all instruments deemed by ASSIGNEE to be necessary or desirable to implement and accomplish the transfer, enforcement and/or defense of rights granted by ASSIGNOR hereunder.

IN TESTIMONY WHEREOF, the undersigned Assignor and Assignee have executed this Assignment effective as of the 18 of August, 2007.

ASSIGNOR  
RAY T. FLUGGER

ASSIGNEE  
FLOWMASTER, INC.

By: Ray T. Flugger  
Date: 8-18-07

By: Ray T. Flugger  
Name: RAY T. FLUGGER  
Date: 8-18-07