

ASSIGNMENT OF TRADEMARK

The parties to this Agreement are Power Performance Group, Inc. ("PPG") on the one hand and CWD, LLC ("CWD") on the other. The address of PPG is 20645 Bahama Street, Chatsworth, CA 91311; the address of CWD is 21046 South Figueroa Street, Carson, CA 90745.

PPG will hereafter be referred to as "Assignor". CWD shall hereafter be referred to as "Assignee".

The Assignor has adopted and is using a mark validly registered in the United States Patent & Trademark Office for Power Slot Plus, bearing registration number 3133557 and serial number 76613176. The mark, as approved by the United States Patent & Trademark Office, disclaims exclusive use of the word "Slot", and also references a prior registration number 2396730. The products to which the mark applies are brake rotors, brake pads, brake calipers, brake caliper mounting brackets, relocation brackets for relocating a brake fluid line and combinations thereof sold as a kit, all for land vehicles and motor cars. The first use was on or about August 24, 2004, and the first use in commerce on or about August 31, 2004.

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee all rights, title and interest in and to said mark, the goodwill of the business symbolized by said mark, along with the registration thereof, the number of which is contained herein.

Assignor warrants and promises it is the owner of the mark it is hereby assigning, that it has not sold or transferred the mark to any third party, that it does not believe the mark has been taken from it without authorization, that it does not know of any other permissions that have to be obtained for this assignment to be completed (and thus upon completion and recordation this assignment will be effective), and that the mark was not created while the creator was employed by a third party. The Assignor and Assignee both warrant and promise that each has the authority to enter into this agreement, and the Assignee itself warrants and promises it will pay for and complete the recordation of the assignment.

The Assignor shall not hereafter claim ownership of the mark, nor seek to transfer or assign it in whole or in part to any one else, or seek to utilize it as collateral in any transaction. The Assignor and Assignee both shall assist in good faith with any necessary paperwork needed (if any is needed above and beyond this assignment) to complete this transaction. The Assignor, unless written approval is provided by Assignee, shall no longer use the mark and will not challenge the Assignee's use of the mark.

If a third party hereafter makes claim, demand, or commences legal proceedings that this Assignment is invalid or unenforceable, or that the mark infringes its rights, interests or mark(s), then in such event Assignee shall hold harmless and indemnify Assignor to the fullest extent permitted by law, including to pay for Assignor's legal fees and costs.

California law shall govern this agreement, and any action to enforce or interpret it, or arising from it, shall go forward in the Los Angeles Superior Court, County of Los Angeles, State of California, or the United States District Court, Central District of California. The prevailing party in any such proceedings shall be entitled to recover its attorney fees and costs, in addition to any other available relief or remedies.

This agreement shall inure to the benefit and/or the detriment as the case may be to each party's successors and assigns.

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If any term herein is deemed invalid or unenforceable, the parties intend and desire that the remainder of the agreement shall be upheld and thus solely that offending portion be stricken.

This is the full, complete and integrated agreement between the parties hereto on this assignment and concerning this subject matter. No oral or contemporaneous representations, promises or statements are of any force or effect.

This agreement may be signed in counter parts, and facsimile or email signatures are to be deemed as valid and enforceable as originals.

IT IS SO AGREED:

DATED: December 1, 2008

POWER PERFORMANCE GROUP, INC.

Gregory Wood
Authorized Signatory

DATED: December 1, 2008

[Signature]
CWD, LLC
Authorized Signatory