ALD J SOKOL APLC 3105468124	03/13 '09 08:20 No.513 04/06
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	2-2009 U.S. disPakiTMENT OF COMMERC 3 States Patent and Trademark Office
OMB Collection 0651-0027 (exp. 12/31/200	
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To the Director of the U. S. Patent and Tragement Survey.	ments of the new address(es) below.
1. Name of conveying party(ies): Power Performance Group, Inc.	Additional names, addresses, or citizenship attached?
•	Name: CWD, LLC
Individual(s) Association	Internal 21046 South Figueroa Street Address:
General Partnership Limited Partnership	Street Address: (same as above)
XXX Corporation- State: California	1
Other	1 (1957)
i -	State: California
Citizenship (see guidelines)	Country: USA Zip: 90745
Additional riames of conveying parties attached? Yes N	
3. Nature of conveyance)/Execution Date(s):	General Partnership Citizenship
	Limited Partnership Citizenship
Execution Date(s) <u>December 1, 2008</u>	Corporation Citizenship
Assignment Merger	XX Other LLC Citizenship California
Security Agreement Change of Name	I if assignee is not domicifed in the United States, a domestic
Other:	representative designation is attached: Yes No (Designations must be a separate document from assignment)
4. Application number(s) or registration number(s) ar	
A. Trademark Application No.(s) Registration #s: 2396730 and 3133557	B. Trademark Registration No.(s) Serial # 76613176
weeknerow to any other organia	
Toldando (and Ella	Additional sheet(s) attached? Yes Yes, No g Date if Application or Registration Number is unknown):
Brake rotors, brake pads, brake calip	ers, brake caliper mounting brackets,
relocation brackets for relocating a 1	orake fluid line and combinations thereo:
sold as a kit for land webicles and mo 5. Name & address of party to whom correspondence	6. Total number of applications and registrati
concerning document should be mailed:	registrations involved: registrati
Name: Ron Sokol, Attorney	, 0011111
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$_90
	_
Street Address: 1334 Park View Ave #100	Authorized to be charged to deposit account
	X Enclosed
City: Manhattan Beach	8. Payment Information:
C-1460mpin = 00266	·
State	
Phone Number: 310 546 8124/ Env Number: 310 546 8125	Deposit Account Number 08000848 2396738
Tax Mullipel.	01 FC:8521 49.9 Authorizeをいます。 58.9
Email Address: Ronsesq@aol).com	
9. Signature:	December 9, 2008
// Signature	Date
Ronald J. Sokol Name of Person Signing	Total number of pages including cover sheet, attachments, and document:

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 9I3II; 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 3l33557 and serial number 766l3l76. 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 3l, 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.

TRADEMARK REEL: 003952 FRAME: 0367 RONALD J SOKOL APLC 3105468124 03/13 '09 08:21 NO.513 06/06

Page two Assignment of Trademark

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:

RECORDED: 02/11/2009

DATED: December

POWER PERFORMANCE GROUP, INC.

DATED: December 2008

CWD, LLC

Authorized Signatory

TRADEMARK

REEL: 003952 FRAME: 0368