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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office



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To the Director of the U. S. Patent and Trademark Office, at the address(es) below.

1. Name of conveying party(ies):
Power Performance Group, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: California
 Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CWD, LLC
Internal Address: 21046 South Figueroa Street
Street Address: (same as above)
City: Carson
State: California
Country: USA Zip: 90745

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other LLC Citizenship California

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

3. Nature of conveyance / Execution Date(s) :

Execution Date(s) December 1, 2008

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
Registration #: 2396730 and 3133557

B. Trademark Registration No.(s)
Serial # 76613176

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
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 for land vehicles and motor cars.

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Ron Sokol, Attorney
Internal Address: _____
Street Address: 1334 Park View Ave #100
City: Manhattan Beach
State: California Zip: 90266
Phone Number: 310 546 8124
Fax Number: 310 546 8125
Email Address: Ronsesq@aol.com

6. Total number of applications and registrations involved: 2 registrations 1 serial number

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 90

Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number: 02/11/2009 M10A1 00000040 2396730
Authorized User Name: 01 FC:8521 40.00
02 FC:8522 50.00

9. Signature: _____
Signature Date: December 9, 2008

Ronald J. Sokol
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: _____

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

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.

TRADEMARK**REEL: 003952 FRAME: 0370**

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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:

DATED: December 1, 2008

POWER PERFORMANCE GROUP, INC.

Gregory Wood
Authorized Signatory

DATED: December 1, 2008

CWD, LLC

[Signature]
Authorized Signatory