

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
MEGA POWER INTERNATIONAL, INC.		07/14/2008	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	CAM2 INTERNATIONAL, LLC		
Street Address:	3045 Whitman Drive		
Internal Address:	Suite 103		
City:	Evergreen		
State/Country:	COLORADO		
Postal Code:	80439		
Entity Type:	LIMITED LIABILITY COMPANY: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2227532	MEGA POWER	
Registration Number:	2225305	MP MEGA POWER REACH FOR THE POWER CAR CARE PRODUCTS	
Registration Number:	2227722	MC+	
CORRESPONDENCE DATA			
Fax Number:	(303)830-2016		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	303-839-8700		
Email:	reilly@iplawdenver.com		
Correspondent Name:	Ellen Reilly		
Address Line 1:	1325 East 16th Avenue		
Address Line 4:	Denver, COLORADO 80218		
ATTORNEY DOCKET NUMBER:	1125-G-O		

CH \$90.00 2227532

NAME OF SUBMITTER:	Ellen Reilly
Signature:	/ellen reilly/
Date:	03/10/2009
Total Attachments: 4 source=CAM 2 Trademark Assignment#page1.tif source=CAM 2 Trademark Assignment#page2.tif source=CAM 2 Trademark Assignment#page3.tif source=CAM 2 Trademark Assignment#page4.tif	

GENERAL ASSIGNMENT

THIS GENERAL ASSIGNMENT ("*Assignment*"), made as of this 14th day of July, 2008, by and between Mega Power International, Inc., a Florida corporation ("*Assignor*") and CAM 2 International, LLC, a Colorado limited liability company ("*Assignee*").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement dated JULY 8, 2008 ("*Purchase Agreement*") pursuant to which, as of this date, Assignee acquired substantially all of the assets of Assignor used in the Assignor's business.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Assignment.** Assignor hereby grants, conveys, transfers and assigns to Assignee, and Assignee hereby accepts the transfer and assignment of, all of Assignor's worldwide right, title and interest in, to and under the Intangibles described in Exhibit A hereto, which is incorporated by reference herein, together with the goodwill of the business associated therewith and which is symbolized thereby, all rights to sue for infringement of, and recover damages for, any such Intangibles, whether arising prior to or subsequent to the date of this Assignment, and any and all associated registrations and applications with respect thereto, and any and all renewals and extensions thereof, that may hereafter be secured under the laws now or hereafter in effect in the United States of America and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors and assigns from and after the date hereof as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

3. **Indemnities.** Assignor hereby indemnifies, defends and holds harmless Assignee from and against all claims, demands, liabilities, obligations, suits, and/or causes of action accruing or arising under the Intangibles prior to the date of delivery of this Assignment.

4. **Successors and Assigns.** This Assignment shall be binding upon and inure to the benefit of the successors, assigns, personal representatives, heirs and legatees of the respective parties hereto.

5. **Governing Law.** This Assignment shall be governed by, interpreted under, and construed and enforceable with, the laws of the State of Florida.

6. **Counterparts.** This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

[Remainder of Page Intentionally Blank, Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR

MEGA POWER INTERNATIONAL, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

MEGA POWER PRINCIPALS

Olen Esterline

David Glaser

DAVID GLASER AND ASSOCIATES, INC.,
a Florida corporation

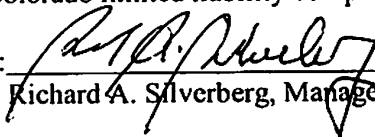
By: _____
Name: _____
Title: _____

BULK RESOURCES INC.,
a Nevada corporation

By: _____
Name: _____
Title: _____

ASSIGNEE


CAM2 International LLC,
a Colorado limited liability company

By: 
Richard A. Silverberg, Manager

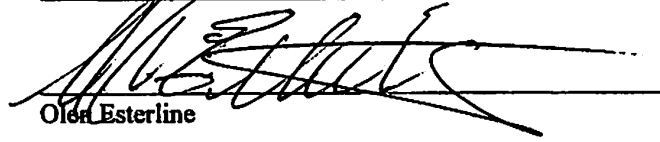
IN WITNESS WHEREOF, the Parties hereto have executed this Assignment as of the date first above written.

ASSIGNOR

MEGA POWER INTERNATIONAL, INC.,
a Florida corporation

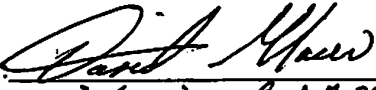
By: 
Name: OLEN- ESTERLINE
Title: V.P.

MEGA POWER PRINCIPALS

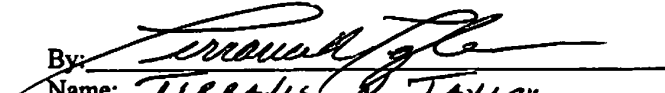

Olen Esterline


David Glaser

DAVID GLASER AND ASSOCIATES, INC.,
a Florida corporation

By: 
Name: DAVID GLASER
Title: PRESIDENT

BULK RESOURCES INC.,
a Nevada corporation

By: 
Name: TERRADIS R TAYLOR
Title: PRESIDENT

ASSIGNEE

CAM2 International LLC,
a Colorado limited liability company

By: _____
Richard A. Silverberg, Manager

EXHIBIT A

DESCRIPTION OF INTANGIBLES ASSIGNED

The "Intangibles" assigned by Assignor to Assignee pursuant to this Assignment shall include all intellectual property rights relating to the Acquired Assets; including without limitation: (a) all patents, patent applications, statutory invention registrations, including reissues, divisions, continuations, continuations in part, and reexaminations; (b) all service marks, trademarks, trademark applications, trademark registrations, trade names, fictitious business names (d/b/a's), service marks, service mark applications, service mark registrations, URL's domain names, trade dress, logos, and all common law rights to all marks (collectively, the "Marks"); (c) all copyrights and works of authorship in any media (including computer programs, software, databases and compilations, files, applications, Internet site content, and documentation and related items), whether or not registered, and copyright applications; (d) all trade secrets and confidential information, including all source code, know-how, processes, technology, formulae, customer lists, inventions, and marketing information, and (e) all websites, telephone numbers, domain names, and related identification information and rights.