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FORM PT-1525
1-31-92

RECOR

101604918

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Assistant Commissioner for Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
RAY T. FLUGGER
Additional name(s) of conveying party(ies) attached? Yes No

100-01

2. Name and address of receiving party(ies):
Name: FLOWMASTER, INC.
Internal Address:

30760 U.S. PTO
09/766016
01/22/01

3. Nature of Conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Street Address: 100 STONY POINT ROAD, #125
City: SANTA ROSA, CALIFORNIA
Country U.S.A. Zip: 95401
Additional name(s) & address(es) attached? Yes No

Execution Date: January 17, 2001

4. Application number(s) or patent number(s):
If this document is being filed together with a new application, the execution date of the application is: January 17, 2001

A. Patent Application No. (s)

B. Patent No. (s)

01/25/2001 F-ANAEIA 00000081 09766016

09766016

03 FC:581

40.00 DP

Additional numbers attached? Yes No

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

Name: ROBERT B. CHICKERING, ESQ.
Internal Address: FLEHR HOHBACH TEST
ALBRITTON & HERBERT LLP

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):.....\$40.00

Enclosed
 Authorized to be charged to deposit account/DEFICIENCIES ONLY

Street Address: SUITE 3400
FOUR EMBARCADERO CENTER
City: SAN FRANCISCO
State: CA Zip: 94111-4187

8. Deposit account number: 06-1300
Please debit any underpayment or credit any overpayment to the above deposit account.

Our Order No. A-69653/RBC

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

ROBERT B. CHICKERING
Name of Person Signing
Reg. No. 24,286

Robert B. Chickering
Signature

1/18/01
Date

Total number of pages including cover sheet, attachments and document: [4]

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
Assistant Commissioner for Patents and Trademarks, Box Assignments
Washington, DC 20231

File No. A-69653/RBC

Rev. 8/93 (1041154)

PATENT
REEL: 011478 FRAME: 0621

ASSIGNMENT

WHEREAS, the undersigned, RAY T. FLUGGER (hereinafter termed "Inventor"), a resident of FORESTVILLE, County of SONOMA, State of CALIFORNIA, has invented certain new and useful improvements in PROCESS AND APPARATUS FOR SELECTING OR DESIGNING PRODUCTS HAVING SOUND OUTPUTS and has executed concurrently herewith an application for a United States patent disclosing and identifying the invention; and

WHEREAS, FLOWMASTER, INC. (hereinafter termed "Assignee"), a corporation of the State of NEVADA, having a place of business at 100 STONY POINT ROAD, #125, SANTA ROSA, State of CALIFORNIA 95401, is desirous of acquiring the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered by said Inventor (all collectively hereinafter termed "said invention"), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter termed "patents") thereon granted in the United States and foreign countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor to have been received in full from said Assignee:

1. Said Inventor does hereby sell, assign, transfer and convey unto said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply for foreign patents on said invention pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all applications filed and any and all patents granted on said invention in the United States or any foreign country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; and (d) in and to each and every reissue or extensions of any of said patents.

2. Said Inventor hereby covenants and agrees to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right title and interest herein conveyed in the United States and foreign countries. Such cooperation by said Inventor shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other

papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (d) for filing and prosecuting applications for reissuance of any said patents; (e) for interference or other priority proceedings involving said invention; and (f) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventor in providing such cooperation shall be paid for by said Assignee.

3. The terms, covenants and conditions of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor, his heirs, legal representatives and assigns.

4. Said Inventor hereby warrants and represents that he has not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Inventor has executed and delivered this instrument to said Assignee this 17TH day of JANUARY, 2001.

Ray T. Fluggger
RAY T. FLUGGER

County of _____)
State of CALIFORNIA) ss.
_____)

On this 17 day of JANUARY, in the year 2001, before me, Ray T. Fluggger, Notary Public of the State of CALIFORNIA, personally appeared RAY T. FLUGGER, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Carol Dawe

(Seal)

