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8/29/02 RECO



U.S. DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 5/31/2002)

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

1. Name of conveying party(ies):

Kevin N. W. Cho

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: August 27, 2002

2. Name and address of receiving party(ies)

Name: SPW, Inc.

Internal Address: _____

Street Address: 201 Bernoulli Circle, Suite D

City: Oxnard State: CA Zip: 93030

Additional name(s) & address(es) attached? Yes No

JCT15 U.S. P.T.O.
29/166622
08/29/02

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: 8/27/2002

A. Patent Application No.(s)

B. Patent No.(s)

Additional numbers attached? Yes No

29/166622

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

Name: Felix L. Fischer

Internal Address: _____

Street Address: 1607 Mission Drive, Suite 204

City: Solvang State: CA Zip: 93463

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

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Felix L. Fischer

Name of Person Signing

Signature

8/29/02

Date

Total number of pages including cover sheet, attachments, and documents: 3

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

PATENT
REEL: 013260 FRAME: 0628

ASSIGNMENT

WHEREAS, Kevin N.W. Cho, a resident of Camarillo, California hereinafter referred to as the "Assignor" has invented certain new and useful improvements as described and set forth in an application for Letters Patent of the United States entitled "Ornamental Design for a Muffler End Flange" with a Declaration attached thereto that was executed by the Assignor on even date herewith;

WHEREAS, SPW, Inc., a corporation of the State of California, having a place of business at 201 Bernoulli Circle, Suite D, Oxnard, California 93030, hereinafter referred to as "Assignee", desires to acquire the entire right, title and interest in and to said application, said inventions, said improvements and any and all Letters Patent which may be granted thereon in the United States or any foreign country;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged by Assignor,

1. Assignor hereby sells, assigns, transfers and conveys to Assignee the entire worldwide right, title and interest in and to said application, said invention and said improvements, and in and to any and all Letters Patent on said invention and improvements that may be granted by the United States or any foreign country, including any divisions, substitutions, continuations in whole or in part, conversions, reissues, additions or extensions thereof, said interest to be held and enjoyed by Assignee as fully and exclusively as it would have been held and enjoyed by said Assignor had this Assignment and transfer not been made.

2. Assignor hereby covenants, warrants and represents that he has not heretofore granted any license, right or privilege with respect to said applications, invention or improvements or in any other way encumbered the same, and that he has the full right to make this Assignment.

3. Assignor further agrees that at the request and expense of Assignee, but without charge to said Assignee, he will promptly execute all papers necessary or desirable to perfect ownership of said invention, improvements, applications or said Letters Patent, in said Assignee, and will execute all oaths and other papers, within the truth, that are necessary or desirable for prosecuting said application, for use in interference proceedings involving said invention or improvements, for refilling said applications, for filing of said divisional, substitution, continuation or continuation-in-part applications covering said invention or improvements which are deemed necessary or desirable by Assignee, for reissuance or reexamination of said Letters Patent, or for the filing in foreign countries of applications for Letters Patent covering said invention or improvements.

4. The terms covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors, assigns and other legal representatives, and shall be binding upon Assignor, his heirs, legal representatives and assigns.

IN TESTIMONY WHEREOF, I have executed and delivered to Assignee this instrument this 27th day of August, 2002.

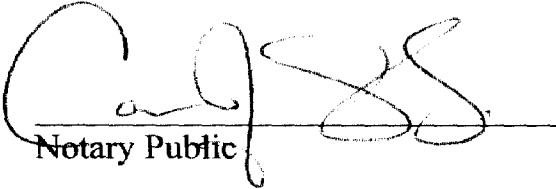


Kevin N. W. Cho

STATE OF <inventors residence> California
) ss
COUNTY OF Ventura)

On Aug. 27, 2000, before me, Carmen Juarez,
personally appeared, Kevin N. W. Cho, personally known to
me/proved to me on the basis of satisfactory evidence to be the person whose name is
subscribed to the written instrument and acknowledged to me that he/she execute the
same in his/her authorized capacity, and that by his/her 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,


Notary Public

(SEAL)

