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9.15.03

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

1. Name of conveying party(ies):

BRIAN A. HOROWITZ

2. Name and address of receiving party(ies)

Name: AMERICAN PRODUCTS COMPANY, INC.

Internal Address: _____

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

3. Nature of conveyance:

☒ Assignment ☐ Merger☐ Security Agreement ☐ Change of Name☐ Other _____

Street Address: _____

22324 Temescal Canyon Road

City: Corona State: CA Zip: 92883

Execution Date: 08/22/2003

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

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: _____

A. Patent Application No.(s) _____

Please see attached Schedule A

B. Patent No.(s) _____

Please see attached Schedule A

Additional numbers attached? ☒ Yes ☐ No

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

Name: FEDERAL RESEARCH CORPORATION

Internal Address: _____

Attn: Penelope Agodoa

Suite 920

Street Address: 1030 15th Street, NW

City: Washington State: DC Zip: 20005

6. Total number of applications and patents involved: 41

7. Total fee (37 CFR 3.41).....\$ 1640.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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9. Signature.

Kimberley A. Lathrop

Name of Person Signing

Signature

September 12, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 15

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1640.00 DP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 014468 FRAME: 0661

SCHEDULE A

CONGRESS FINANCIAL CORPORATION/AMERICAN PRODUCTS COMPANY, INC.

(03173756)

PATENT OWNERSHIP CHART

(Brian Horowitz Only)

	TITLE	APP./PAT. NUMBER	STATUS	OWNER	NOTES
1.	AFTER MARKET LED TAILLIGHT BULB	10/101984	Pending	Horowitz, Brian	Publication No. 20020097586
2.	AFTER MARKET LED TAILLIGHT BULB	6357902	Issued	Horowitz, Brian	Security Agreement recorded 10/25/2001 from Brian Horowitz to Union Bank of California N.A.
3.	AUTO BADGE	D458200	Issued	Horowitz, Brian	Security Agreement recorded 10/25/2001 from Brian Horowitz to Union Bank of California N.A.
4.	CAR GRILLE COVER	D456322	Issued	Horowitz, Brian	Security Agreement recorded 10/25/2001 from Brian Horowitz to Union Bank of California N.A.
5.	EXTERIOR AUTO SIDEVIEW MIRROR	D427127	Issued	Horowitz, Brian	Security Agreement recorded 10/25/2001 from Brian Horowitz to Union Bank of California N.A. Reissue requested 6/27/2002
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11.	REPLACEMENT TAIL LENS ASSEMBLY	D468036	Issued	Horowitz, Brian	
12.	REPLACEMENT TAIL LENS ASSEMBLY FOR AUTOMOBILE	D448098	Issued	Horowitz, Brian	Security Agreement recorded 10/25/2001 from Brian Horowitz to Union Bank of California N.A.
13.	REPLACEMENT TAIL LENS ASSEMBLY FOR AUTOMOBILE	D449123	Issued	Horowitz, Brian	Security Agreement recorded 10/25/2001 from Brian Horowitz to Union Bank of California N.A.
14.	REPLACEMENT TAIL LENS ASSEMBLY FOR AUTOMOBILE	D450142	Issued	Horowitz, Brian	Security Agreement recorded 10/25/2001 from Brian Horowitz to Union Bank of California N.A.

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17.	TAIL LAMP ASSEMBLY	D458701	Issued	Horowitz, Brian	
18.	TAIL LENS ASSEMBLY	D457258	Issued	Horowitz, Brian	
19.	TAIL LENS ASSEMBLY	D457975	Issued	Horowitz, Brian	
20.	TAIL LENS ASSEMBLY	D458398	Issued	Horowitz, Brian	
21.	TAIL LENS ASSEMBLY	D459506	Issued	Horowitz, Brian	
22.	TAIL LENS ASSEMBLY	D459507	Issued	Horowitz, Brian	
23.	TAIL LENS ASSEMBLY	D459508	Issued	Horowitz, Brian	

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26.	TAIL LENS ASSEMBLY	D459821	Issued	Horowitz, Brian	
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29.	TAIL LENS ASSEMBLY	D460833	Issued	Horowitz, Brian	
30.	TAIL LENS ASSEMBLY	D462800	Issued	Horowitz, Brian	
31.	TAIL LENS ASSEMBLY	D467019	Issued	Horowitz, Brian	
32.	TAIL LENS ASSEMBLY	D467369	Issued	Horowitz, Brian	
33.	TAIL LENS ASSEMBLY	D467370	Issued	Horowitz, Brian	

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36.	TAIL LENS ASSEMBLY	D469194	Issued	Horowitz, Brian	
37.	TAIL LENS ASSEMBLY	D469554	Issued	Horowitz, Brian	
38.	TAIL LENS ASSEMBLY	D470258	Issued	Horowitz, Brian	
39.	TAIL LENS ASSEMBLY	D470259	Issued	Horowitz, Brian	
40.	TAIL LENS ASSEMBLY FOR PICK UPS	D461919	Issued	Horowitz, Brian	
41.	TRAILER HITCH PLUG	D428839	Issued	Horowitz, Brian	Security Agreement recorded 10/25/2001 from Brian Horowitz to Union Bank of California N.A.

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "*Assignment*") dated as of August ~~22~~, 2003 (the "*Effective Date*"), is made by and between BRIAN A. HOROWITZ ("*Assignor*"), and AMERICAN PRODUCTS COMPANY, INC., a California corporation ("*Assignee*").

WHEREAS, except as otherwise noted on Schedule A, Assignor is the owner of the entire right, title and interest in, to and under those United States and foreign patents and patent applications listed on Schedule A and any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing. (collectively, the "*Patents*"); and

WHEREAS, in order to (a) induce Assignee to enter into certain transactions that are intended to result in substantial benefit to Assignor and (b) ensure compliance with Assignor's obligations arising out of that certain Confidentiality and Nondisclosure Agreement, effective as of November 4, 2002, by and between Assignee and Assignor, including, without limitation, Assignor's obligations set forth in Section 1.2 thereof, Assignor desires to assign all of Assignor's right, title and interest in and to the Patents to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in and to the Patents.

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

Assignor hereby irrevocably sells, assigns, transfers and sets over to Assignee all of Assignor's right, title and interest in and to the Patents, any foreign counterparts or equivalents thereto, existing now or in the future and including, but not limited to, patents of utility, improvement or addition, utility model and appearance and industrial design patents and inventors certificates, as well as divisions, reissues, continuations (in whole or in part), renewals and extensions of any of the foregoing and any patents that may issue from any of the foregoing, and including the subject matter of all claims that may be obtained therefrom, for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made, together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patents, with the right to sue for and collect the same for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor authorizes and requests the United States Commissioner of Patents and Trademarks and any other similar government authority to record Assignee as owner of the Patents, as described in the preceding two paragraphs, and issue any and all patents issued thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

Assignor shall provide to Assignee, its successors, assigns, and other legal representatives, cooperation and assistance at Assignee's request and expense (including, without limitation, the execution and delivery of any and all assignment documents, affidavits, declarations, oaths, available samples, available exhibits, available specimens and other documentation as may be reasonably required) in connection with: (1) the implementation, perfection or recording of this Assignment in the United States and any and all applicable foreign jurisdictions; (2) the preparation and prosecution of any application, continuations, divisions, continuations-in-part, extensions or equivalent to any of the foregoing for any of the Patents; (3) the prosecution or defense of any interference, opposition, re-examination, reissue, infringement or other proceedings that may arise in connection with any of the Patents, including, but not limited to, testifying as to any facts relating to the rights assigned in this Assignment; (4) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with the Patents and this Assignment; and (5) obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country.

Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be reasonably required in the implementation or perfection of this Assignment.

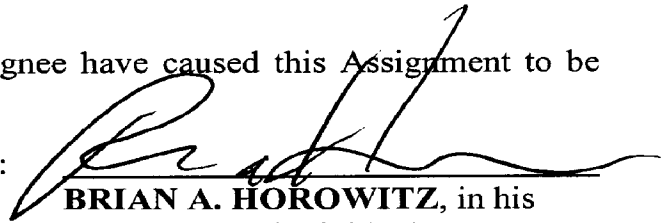
Assignor shall have no liability for any obligations, claims or causes of action that arise, or may arise, from or in connection with the development, testing, manufacture, distribution or sale of any products covered by or subject to the Patents and Assignee shall hold Assignor harmless from such liability.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed as of the date first above written.

By:

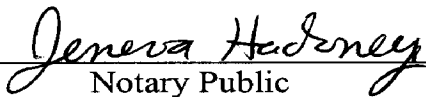


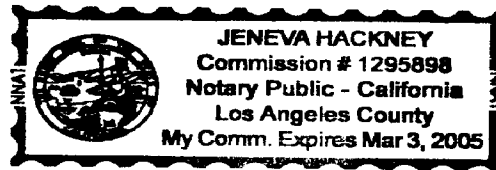
BRIAN A. HOROWITZ, in his
capacity as an individual

State of California
County of Los Angeles

On August 22, 2003 before Jeneva Hackney, Notary Public, personally appeared BRIAN A. HOROWITZ, 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, executed the instrument.

WITNESS my hand and official seal.


Notary Public



SCHEDULE A

CONGRESS FINANCIAL CORPORATION/AMERICAN PRODUCTS COMPANY, INC.

(03173756)

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(Brian Horowitz Only)

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