
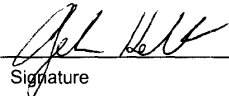


09-03-2004

FORM PTO-1595 (Rev. 05/03) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
 <b>102829496</b>		17548 U.S. PTO <b>10/927213</b> 082604	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): <u>7-26-04</u> Lee Frederick Bender Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		2. Name and address of receiving party(ies): Name: <u>C &amp; L Performance, Inc.</u> Internal Address: _____ Street Address: <u>207 G Green Cove Road</u> City: <u>Huntsville</u> State: <u>AL</u> Zip: <u>35803</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: _____			
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) _____ B. Patent No.(s) _____ Additional numbers attached? <input type="checkbox"/> Yes <input type="checkbox"/> No			
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>George P. Kobler, Lanier Ford Shaver &amp; Payne P.C.</u> Internal Address: <u>Suite 5000</u> Street Address: <u>200 West Side Square</u> City: <u>Huntsville</u> State: <u>AL</u> ZIP: <u>35801</u>		6. Total number of applications and patents involved: <u>1</u> 7. Total fee (37 CFR 3.41).....\$ _____ <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>50-0686</u> <small>(Attach duplicate copy of this page if paying by deposit account)</small>	
<b>DO NOT USE THIS SPACE</b>			
9. Statement and signature. <i>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.</i> <u>Angela Holt</u>  <u>August 26, 2004</u> Name of Person Signing Signature Date			
Total number of pages including cover sheet, attachments, and document: <u>3</u>			

Mail documents to be recorded with required cover sheet information to:  
 Mail Stop Assignment Recordation Services, Director of the U.S. Patent & Trademark Office  
 P.O. Box 1450  
 Alexandria, VA 22313-1450

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**PATENT**  
**REEL: 015744 FRAME: 0904**

## ASSIGNMENT

THIS AGREEMENT is entered into this 26<sup>th</sup> day of August, 2004, by and between **Lee Frederick Bender** of Huntsville, Alabama (the "ASSIGNOR"), and **C & L Performance, Inc.** a corporation of the State of Alabama, United States of America, with offices located at 207 G Green Cove Road, Huntsville, Alabama 35803 ("ASSIGNEE").

### WITNESSETH:

WHEREAS, ASSIGNOR has made a contribution and/or had involvement in the development of

#### **AIR INTAKE PLENUM FOR INTERNAL COMBUSTION ENGINE**

(the "Invention"); and

WHEREAS, ASSIGNOR desires to sell, assign, and transfer all right, title, and interest throughout the world to the Invention to ASSIGNEE; and

WHEREAS, ASSIGNEE is desirous of acquiring the entire right, title and interest in and to the aforesaid Invention and to any and all applications for Letters Patent in the United States and in any and all foreign countries; and

WHEREAS, both ASSIGNOR and ASSIGNEE are in agreement on the terms and conditions upon which such transfer shall occur.

NOW THEREFORE, for ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged:

### **1. ASSIGNMENT**

ASSIGNOR hereby sells, assigns, and transfers to ASSIGNEE, its successors and assigns, the entire right, title, and interest throughout the world in and to the Invention, including any and all patent applications and patents of every country for said invention, also including all provisional, divisional, continuing, substitute, renewal, reissue, and all other applications for patent which have been or shall be filed in the United States and all foreign countries on any of such inventions and/or improvements to said invention; all original and reissued patents which have been or shall be issued in the United States and all foreign countries on said inventions and/or improvements; and specifically including the right to file foreign applications under the provisions of any convention or treaty and claim priority based on such application in the United States.

### **2. REPRESENTATIONS & WARRANTIES**

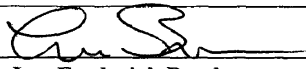
- A. ASSIGNOR hereby represents and warrants that no assignment, grant, mortgage, license, or other agreement affecting the rights and property herein conveyed has been or will be made to others by the undersigned, and that the full right to convey the same as herein expressed is possessed by the undersigned; and

B. ASSIGNOR hereby represents and warrants, when requested, and at the expense of the ASSIGNEE, to carry out in good faith the intent and purpose of this assignment, the undersigned will execute all papers useful in connection with said United States and foreign applications, including provisional, divisional, continuing, substitute, renewal, reissue, and all other patent applications on any and all said invention and/or improvements; execute all rightful oaths, declarations, assignments, powers of attorney, and other useful papers; communicate to the ASSIGNEE all facts known to the undersigned relating to said invention and/or improvements and the history thereof; and generally do everything possible which the ASSIGNEE, its successors, assigns, and nominees, shall consider desirable for vesting title to said invention and/or improvements, and for securing, maintaining, and enforcing proper patent protection for said invention and/or improvements.

### 3. AUTHORIZATION

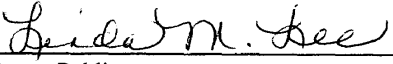
ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or other issuing authority to issue any and all United States and foreign patents granted for said Invention and/or improvements to the above-named ASSIGNEE, its successors, and assigns;

TO BE BINDING on the heirs, assigns, representatives and successors of the ASSIGNOR and extend to the successors, assigns, and nominees of the ASSIGNEE.

Signature:  Date: 8-26-04  
Lee Frederick Bender

NOTARIAL CERTIFICATE  
COUNTY OF MADISON  
UNITED STATES

BEFORE ME, the undersigned authority, on this 26 day of August, 2004, personally appeared **Lee Frederick Bender** who acknowledged to me that he executed the foregoing instrument of his own free will for the purposes and consideration therein expressed.

[SEAL]   
Notary Public

My commission expires: \_\_\_\_\_

My Commission Expires 09-10-2007