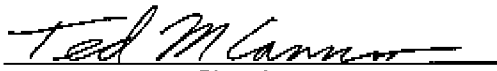


Client Code: AMPRSCH.017GEN **RECORDATION FORM COVER SHEET**  
**PATENTS ONLY**

To the Director, U.S. Patent and Trademark Office: Please record the attached original documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)  <b>American Moto Products, Inc.</b></p> <p>Additional name(s) of conveying party(ies) attached?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies):  <b>Name:</b> 89908, Inc. d/b/a AMP Research  <b>Internal Address:</b>  <b>Street Address:</b> 2552 McGaw Avenue  <b>City:</b> Irvine <b>State:</b> CA  <b>ZIP:</b> 92614</p> <p>Additional name(s) of receiving party(ies) attached?  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:  <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement  <input type="checkbox"/> Merger <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other:</p> <p>Execution Date: (List as in section 1 if multiple signatures)  <b>March 15, 2005</b></p>	<p>4. US or PCT Application number(s) or US Patent number(s): See Attached List</p> <p>Additional numbers attached?  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p><b>Customer No.</b> 20,995</p> <p><b>Address:</b> Knobbe, Martens, Olson &amp; Bear, LLP  2040 Main Street, 14<sup>th</sup> Floor  Irvine, CA 92614</p> <p><b>Return Fax:</b> (949) 760-9502</p> <p><b>Attorney's Docket No.:</b> AMERSCH.017GEN</p>	<p>6. Total number of applications and patents involved: Thirty-two (32)</p>
<p>7. Total fee (37 CFR 1.21(h)): \$1,280</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p>	<p>8. Deposit account number: 11-1410</p> <p>Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><b>Ted M. Cannon</b>  Name of Person Signing</p> <p>  Signature</p> <p><b>4/11/2005</b>  Date</p> <p><b>55.036</b>  Registration No.</p> <p>Total number of pages including cover sheet, attachments and document: Five (5)</p>	

Documents transmitted via Facsimile to be recorded with required cover sheet information to:

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P.O. Box 1450  
Alexandria, VA 22313-1450  
**Facsimile Number: (703) 306-5995**

CH \$1080.00 111410 10996176

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,700,047	12/23/1997	TRUCK BED EXTENDER
6,113,173	9/5/2000	TRUCK BED EXTENDER
DES417,859	12/21/1999	VEHICLE CARGO BED EXTENDER
6,257,640	7/10/2001	VEHICLE BED STORAGE BOX
6,471,278	10/29/2002	VEHICLE BED STORAGE BOX
6,644,711	11/11/2003	VEHICLE BED STORAGE BOX
6,824,184	11/30/2004	VEHICLE BED STORAGE BOX
6,352,295	3/5/2002	FUEL DOOR ASSEMBLY
6,641,158	11/4/2003	RETRACTABLE VEHICLE STEP
6,830,257	12/14/2004	RETRACTABLE VEHICLE STEP
6,834,875	12/28/2004	RETRACTABLE VEHICLE STEP
6,402,215	6/11/2002	VEHICLE CARGO BED EXTENDER
6,805,392	10/19/2004	VEHICLE CARGO BED EXTENDER
DES418,106	12/28/1999	VEHICLE CARGO BED EXTENDER

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
10/996,175	11/23/2004	VEHICLE BED STORAGE BOX
00903412.5	1/19/2000	VEHICLE BED STORAGE BOX
10/420,101	4/18/2003	FUEL DOOR ASSEMBLY
10/996,125	11/23/2004	RETRACTABLE VEHICLE STEP
2,463,717	10/16/2002	RETRACTABLE VEHICLE STEP
02825000.1	10/16/2002	RETRACTABLE VEHICLE STEP
PCT/US2002/33586	10/16/2002	RETRACTABLE VEHICLE STEP
2,438,489	02/15/2002	RETRACTABLE VEHICLE STEP
20037010800	2/15/2002	RETRACTABLE VEHICLE STEP
10/993,047	11/19/2004	RETRACTABLE VEHICLE STEP
10/643,708	08/19/2003	RETRACTABLE VEHICLE STEP
10/641,358	08/14/2003	RETRACTABLE VEHICLE STEP
10/961,835	10/8/2004	DRIVE SYSTEMS FOR RETRACTABLE VEHICLE STEP
60/601,525	8/13/2004	DRIVE SYSTEMS FOR RETRACTABLE VEHICLE STEP
10/977,321	10/29/2004	RETRACTABLE VEHICLE STEP WITH ANTI-STRIKE/ANTI-PINCH SENSOR SYSTEM
10/977,477	10/29/2004	VEHICLE BED WITH COLLAPSIBLE STORAGE BOX AND SIDE DOOR
10/914,384	8/9/2004	VEHICLE CARGO BED EXTENDER
60/612,544	9/23/2004	VEHICLE CARGO BED EXTENDER

**PATENT**

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**CONFIRMATION OF ASSIGNMENT AND ASSIGNMENT**

WHEREAS, by an assignment entered into and effective on December 7, 2004, American Moto Products, Inc., a California corporation having offices at 2552 McGaw Avenue, Irvine, California 92614 (hereinafter "ASSIGNOR"), assigned to 89908, Inc. d/b/a AMP Research, a California corporation having offices at 2552 McGaw Avenue, Irvine, California 92614 (hereinafter "ASSIGNEE"), ASSIGNOR's entire right, title, and interest in and to several inventions described in several Letters Patent and applications for Letters Patent; and

WHEREAS, ASSIGNOR and ASSIGNEE desire to confirm the December 7, 2004 assignment; and

WHEREAS, ASSIGNOR desires to assign and ASSIGNEE desires to obtain, effective December 7, 2004, ASSIGNOR's entire right, title, and interest in and to any invention described in the Letters Patent and applications for Letters Patent listed herein that were not already assigned by the December 7, 2004 assignment; and

WHEREAS, ASSIGNOR represents and warrants that it is or was, just prior to the execution of the December 7, 2004 assignment, the sole owner of the entire right, title, and interest to certain new and useful improvements for which ASSIGNOR filed the following United States issued Letters Patents and applications for Letters Patents in the United States and foreign jurisdictions (hereinafter "the Patents and Patent Applications"):

<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
5,700,047	12/23/1997	TRUCK BED EXTENDER
6,113,173	9/5/2000	TRUCK BED EXTENDER
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6,644,711	11/11/2003	VEHICLE BED STORAGE BOX
6,824,184	11/30/2004	VEHICLE BED STORAGE BOX
6,352,295	3/5/2002	FUEL DOOR ASSEMBLY
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2,463,717	10/16/2002	RETRACTABLE VEHICLE STEP
02825000.1	10/16/2002	RETRACTABLE VEHICLE STEP
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10/643,708	08/19/2003	RETRACTABLE VEHICLE STEP
10/641,358	08/14/2003	RETRACTABLE VEHICLE STEP
10/961,835	10/8/2004	DRIVE SYSTEMS FOR RETRACTABLE VEHICLE STEP
60/601,525	8/13/2004	DRIVE SYSTEMS FOR RETRACTABLE VEHICLE STEP

**PATENT****REEL: 016050 FRAME: 0405**

## PATENT

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10/977,321	10/29/2004	RETRACTABLE VEHICLE STEP WITH ANTI-STRIKE/ANTI-PINCH SENSOR SYSTEM
10/977,477	10/29/2004	VEHICLE BED WITH COLLAPSIBLE STORAGE BOX AND SIDE DOOR
10/914,384	8/9/2004	VEHICLE CARGO BED EXTENDER
60/612,544	9/23/2004	VEHICLE CARGO BED EXTENDER

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby further acknowledges that it has, effective December 7, 2004, sold, assigned, and transferred, and by these presents does hereby sell, assign, and transfer, unto ASSIGNEE, its successors, legal representatives, and assigns, the entire right, title, and interest throughout the world in, to, and under the said improvements, and the said Patents and Patent Applications and all Patents that may be granted thereon, and all provisional applications relating thereto, and all divisions, continuations, reissues, reexaminations, renewals, and extensions thereof, and all rights of priority under International Conventions and applications for Letters Patent that may hereafter be filed for said improvements or for the said Patents and Patent Applications in any country or countries foreign to the United States; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all Letters Patents for said improvements and all Letters Patents resulting from the Patents and Patent Applications to ASSIGNEE, its successors, legal representatives, and assigns, in accordance with the terms of this Agreement.

ASSIGNOR further acknowledges that it has and does hereby sell, assign, transfer, and convey, effective December 7, 2004, to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of the Letters Patents before or after issuance;

ASSIGNOR hereby covenants and agrees that it will communicate to ASSIGNEE, its successors, legal representatives, and assigns any facts known to ASSIGNOR respecting the Patents and Patent Applications immediately upon becoming aware of those facts, and that it will testify in any legal proceeding involving any of the Patents and Patent Applications, will sign all lawful papers, execute all divisional, continuing, and reissue applications, make all rightful oaths, and will generally do everything possible to aid ASSIGNEE, its successors, legal representatives, and assigns to obtain and enforce the Patents and Patent Applications in all countries.

[SIGNATURES FOLLOW ON PAGE 3.]

PATENT

REEL: 016050 FRAME: 0406

PATENT  
Client Code: AMERMOT.091GEN  
Page 3

IN TESTIMONY WHEREOF, we hereunto set our hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

AMERICAN MOTO PRODUCTS, INC.

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

89908, INC. d/b/a AMP RESEARCH

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

ss.

On \_\_\_\_\_, before me, \_\_\_\_\_, personally appeared \_\_\_\_\_ personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity(ies), and that by his/her signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

Notary Signature

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