

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Lee F. Bender

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 19, 2005

- Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other _____

2. Name and address of receiving party(ies)

Name: C & L Performance, Inc.

Internal Address: _____

Street Address: 207-G Green Cove Road

City: Huntsville

State: AL

Country: US Zip: 35803

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No. (s)

11/164,751

B. Patent No. (s)

Additional numbers attached? Yes No

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

Name: Angela Holt

Internal Address: Lanier Ford Shaver & Payne P.C.

Street Address: 200 West Side Square, Suite 5000

City: Huntsville

State: AL

Zip: 35801

Phone Number: (256) 535-1100

Fax Number: (256) 533-9322

Email Address: AJH@LFSP.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ _____

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

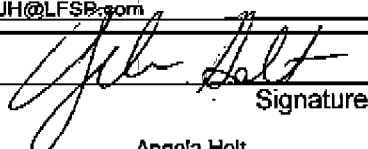
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:


Signature

December 14, 2005

Date

Angela Holt
Name of Person Signing

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

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Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

07-27-2005

U.S. DEPARTMENT OF COMMERCE
and States Patent and Trademark Office

RECOI



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1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

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- Authorized to be charged to deposit account
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- None required (government interest not affecting title)

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July 19, 2005

Date

Angela Holt

Name of Person Signing

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

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07/21/2005 ZJUHR1 00000029 11.84751

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40.00 OP

PATENT
REEL: 017116 FRAME: 0325

ASSIGNMENT

THIS AGREEMENT is entered into this 19~~th~~ day of July, 2005, by and between **Lee F. Bender** of Huntsville, Alabama (the "ASSIGNOR"), and **C & L Performance, Inc.**, an Alabama corporation, 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

Mass Air Flow Housing for Mass Air Flow Sensor

(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

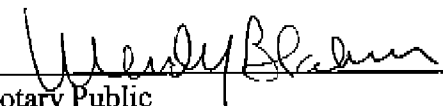
ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks or other issuing authority to issue any and all United States and foreign patents granted for said Invention and/or improvements to the above-named ASSIGNEE, its successors, and assigns;

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: 7-19-05
Lee F. Bender

STATE OF ALABAMA
MADISON COUNTY

BEFORE ME, the undersigned authority, on this 19th day of July, 2005, personally appeared **Lee F. Bender**, who acknowledged to me that he executed the foregoing Assignment of his own free will for the purposes and consideration therein expressed.

[SEAL] 
Notary Public

My commission expires: _____

My Commission Expires 02-02-2009