

PATENT ASSIGNMENT

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 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ADVANCED ENGINE MANAGEMENT, INC.	02/27/2009
RECEIVING PARTY DATA	
Name:	SHIFT SEVEN, LLC.
Street Address:	1455 Citrus Street
City:	Riverside
State/Country:	CALIFORNIA
Postal Code:	92507
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	6394128
Patent Number:	6959679
CORRESPONDENCE DATA	
Fax Number:	(213)896-2450
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	213 896 2586
Email:	theresa.middlebrook@hklaw.com
Correspondent Name:	Theresa W. Middlebrook
Address Line 1:	633 West 5th Street
Address Line 2:	Suite 2100
Address Line 4:	Los Angeles, CALIFORNIA 90071
ATTORNEY DOCKET NUMBER:	362239-00428
NAME OF SUBMITTER:	Theresa W. Middlebrook
Total Attachments: 2 source=knpatassign_Apr_09_2009_13_30_56_94#page1.tif source=knpatassign_Apr_09_2009_13_30_56_94#page2.tif	

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PATENT
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ASSIGNMENT OF PATENTS

THIS ASSIGNMENT OF PATENTS, effective as of February 27, 2009 (this "**Assignment**"), is made by Advanced Engine Management, Inc., a California corporation ("**Assignor**"), in favor of Shift Seven, LLC, a California limited liability company ("**Assignee**").

WHEREAS, Assignor, having an address at 2205 126th Street, Unit A, Hawthorne, California 90250, is the holder of the following Patents (the "**Patents**"):

<u>Patent Name</u>	<u>Patent Number/ International Class</u>	<u>Date Issued</u>
Intake Tract Negative Pressure Relief Valve of I.C. Engine	6,394,128 B1	May 28, 2002
Air Intake Device for Internal Combustion Engine	6,959,679 B2	November 1, 2005

WHEREAS, Assignor is willing and desires to assign to Assignee, and Assignee desires to acquire from Assignor, all right, title and interest in and to the Patents and the registration thereof and all associated goodwill.

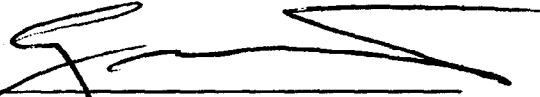
NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Assignment. Assignor hereby assigns, transfers and conveys to Assignee all right, title, and interest throughout the world in and to the Patents, the registration thereof, the underlying inventions described therein, and any and all patents whether United States or foreign that are or may be granted therefrom, including, without limitation, any provisional patents, utility patents, extensions, continuations, continuations-in-part, divisions, reissues and renewals thereof, or other equivalents thereof (collectively, the "**Assigned Patents**"), and further, all rights and privileges pertaining to the Assigned Patents, including, without limitation, the right, if any, to sue or bring other actions for past, present and future infringement thereof.
2. Further Assignment. Assignor further assigns to and empowers Assignee, and its successors, assigns and nominees, all rights to make applications for patents or other forms of protection for said inventions and to prosecute such applications and the Patents, as well as to claim and receive the benefit of the right of priority provided by any international conventions and treaties, including without limitation the International Convention for the Protection of Industrial Property, as amended, or by any convention or treaty or agreement which may henceforth be substituted for it, and the right to invoke and claim such right of priority without further written or oral authorization.
3. Authorization of Patent and Trademark Office to Record. Assignor further agrees that this Assignment shall be deemed a full legal and formal equivalent of any assignment, consent to file or like document which may be required in any country for any purpose regarding the subject matter hereof, as well as constituting proof of the right of Assignee, and its successors, assigns and nominees, to apply for patent or other proper protection for said inventions, and to claim the aforesaid benefits of the right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it.

IN WITNESS WHEREOF, Assignor has executed this instrument effective the date first written above.

"ASSIGNOR"

ADVANCED ENGINE MANAGEMENT,
INC., a California corporation

By: 
Name: Gregory Neuwirth
Its: President


STATE OF CALIFORNIA)

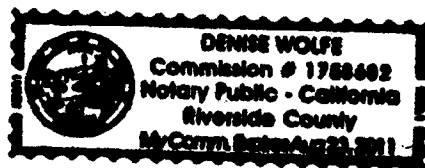
COUNTY OF RIVERSIDE)

SS.

On February 27, 2009, before me, DENISE WOLFE, a Notary Public, personally appeared Gregory Neuwirth, personally known to me or 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 she executed the same in her authorized capacity, and that by 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



Signature Page to Assignment of Patents