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

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

1. Name of conveying party(ies): Jesse G. James Additional name(s) of conveying party(ies) attached? No

11-18-03

2. Name and address of receiving party(ies) Name: West Coast Choppers, Inc. Internal Address:

3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date: 11/13/2003

Street Address: 718 West Anaheim Street City: Long Beach State: CA Zip: 90813 Additional name(s) & address(es) attached? 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: 11/13/03 A. Patent Application No.(s) B. Patent No.(s) Additional numbers attached? No

29194054

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Gary D. Mann, Esq. Internal Address: Kelly Bauersfeld Lowry & Kelley, LLP Street Address: 6320 Canoga Ave, Suite 1650 City: Woodland Hills State: CA Zip: 91367

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$40.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature. Gary D. Mann Name of Person Signing

Signature

11/18/2003 Date

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

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

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2003-0003 (SYSTEM) 00000003 29194054

## ASSIGNMENT OF APPLICATION FOR PATENT

WHEREAS:

Name and Address of Inventor(s):

- 1) Jesse G. James  
#59 A Row  
Surfside, CA 90743  
USA

(hereinafter referred to as Assignor(s)), have invented a certain invention entitled:

*“MOTORCYCLE FRAME”*

for which application for Letters Patent in the United States was executed on even date herewith;  
and

WHEREAS, West Coast Choppers, Inc., a corporation of the State of California, having a place of business at 718 West Anaheim St., Long Beach, California 90813 (hereinafter referred to as Assignee), is desirous of acquiring the entire right, title and interest in and to said application (hereinafter referred to as Application), and the invention disclosed therein (hereinafter referred to as Invention), and in and to all embodiments of the Invention, heretofore conceived, made or discovered by said Assignor(s), and in and to any and all patents, inventor's certificates and other forms of protection (hereinafter referred to as Patents) thereon granted in any and all countries and groups of countries.

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Assignor(s) to have been received in full from said Assignee:

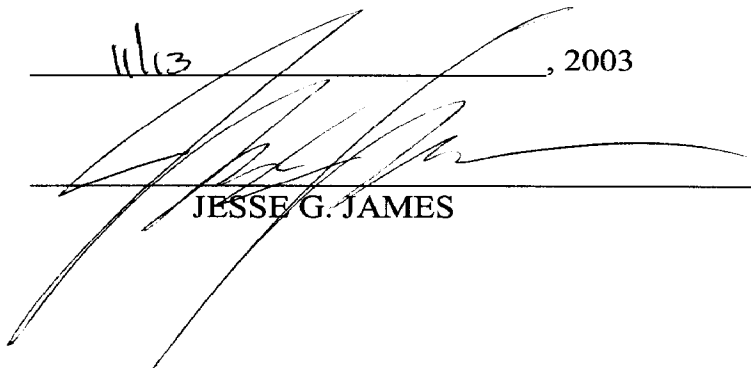
1. Said Assignor(s) hereby sell, assign, transfer and convey to Assignee the full and exclusive right, title and interest (a) in and to said Application and said Invention; (b) in and to all rights to apply for patents on said Invention in any and all countries pursuant to the International Convention for the Protection of Industrial Property or otherwise; (c) in and to any and all Applications filed and any and all Patents granted on said Invention in any and all countries and groups of countries, including each and every Application filed and each and every Patent granted on any application which is a division, substitution, or continuation of said Application; and (d) in and to each and every reissue or extension of any of said Patents.

2. Said Assignor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest to said Invention herein conveyed in any and all countries and groups of countries. Such cooperation by said Assignor(s) shall include prompt production of pertinent facts and documents, giving testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any of said applications; (c) for filing and prosecuting substitute, divisional, continuing or additional applications covering said Invention; (d) for filing and prosecuting applications for reissuance of any of said Patents; (e) for interference or other priority proceedings involving said Invention; and (f) for legal proceedings involving said Invention and any application therefor and any Patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Assignor(s) in providing such cooperation shall be paid for by said Assignee.

3. The term and covenants of this agreement shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Assignor(s), their respective heirs, legal representatives and assigns.

4. Said Assignor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

IN WITNESS WHEREOF, the said Assignor(s) have executed and delivered this instrument to said Assignee on the dates indicated below.

11/13, 2003  
  
\_\_\_\_\_  
JESSE G. JAMES