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U.S. DEPARTMENT OF COMMERCE
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OMB No. 0651-0027 (exp. 6/30/2005)

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

1. Name of conveying party(ies):

Jack Miller
Michael Miller

2. Name and address of receiving party(ies)

Name: Tube Technology LLC

Internal Address: _____

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 02/03/2003

Street Address: 798 Frelinghuysen Avenue

City: Newark State: NJ Zip: 07114

Additional name(s) & address(es) attached? Yes 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: 12/22/03

A. Patent Application No.(s) _____

101744151

B. Patent No.(s) _____

Additional numbers attached? Yes No

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

Name: Warner Norcross & Judd LLP

Internal Address: Intellectual Property

Practice Group

Street Address: 900 Fifth Third Center

111 Lyon Street, NW

City: Grand Rapids State: MI Zip: 49503-2489

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:

9. Signature.

Gregory P. Bondarenko

Name of Person Signing

Gregory P. Bondarenko
Signature

12/22/2003

Date

Total number of pages including cover sheet, attachments, and documents: 4

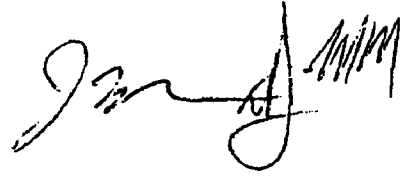
Mail documents to be recorded with required cover sheet information to:
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PATENT
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TECHNOLOGY AGREEMENT

THIS TECHNOLOGY AGREEMENT ("Agreement") is made by and between Jack Miller and Michael Miller ("The Millers") and TUBE TECHNOLOGY LLC ("TUBETECH"), a NJ limited liability corporation, having a place of business at 798 Frelinghuysen Avenue, Newark, New Jersey 07714.

The Millers have invented an expandable closet shelf, a photograph of an embodiment of which is attached as Exhibit A. The Millers have also created various drawings of the expandable closet shelf ("Artwork").

TUBETECH desires to own all rights in the expandable closet shelf and Artwork and improvements thereto. The Millers desire to grant such rights under the terms and conditions of this Agreement.

Accordingly, the parties agree as follows:

1. Definitions.

1.1. "Improvement" means any modification of the expandable closet shelf shown in Exhibit A.

1.2. "Invention" means the expandable closet shelf shown in Exhibit A.

1.3. "Drawings" mean any blueprints, designs, drawings, sculptures, or specifications embodying the Invention or Improvement and created for the purpose of commercially manufacturing the Invention and Improvement.

1.4. "Patent" means any United States patent application claiming the Invention or any Improvement, and any patent issued pursuant thereto, including all reexaminations, reissues of and/or continuations-in-part, continuations, continuing prosecution applications, divisions, substitutions, renewals and extensions thereof, and all foreign equivalents, including the full right to claim for any such application the benefits of the International Convention.

2. Grant. The Millers hereby sell, assign, and transfer the full and exclusive right, title, and interest in and to the Invention, Patent, Improvement and Artwork.

3. Remuneration. In exchange for the grant of rights in Section 2, TUBETECH will enter into a CONSULTING Agreement with Spirit Products, Inc., an affiliate of The Millers, in substantially the form as attached to this Agreement.

4. Disclosure. The Millers will promptly provide to TUBETECH, all pertinent facts and documents relating to the Patent and Improvements as may be known and accessible to The Millers and will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to TUBETECH, or its legal representatives, any and all

papers, instruments, affidavits required to apply for, obtain, maintain, issue, and enforce said Patent which may be necessary and desirable to carry out the purposes hereof.

5. Patenting Costs. TUBETECH agrees to pay all costs to obtain and maintain any Patents, including any attorney fees and/or governmental fees, U.S. or foreign, including but not limited to all fees for filing, extensions, issuance, maintenance and any other governmental fees, U.S. or foreign. TUBETECH will have the sole discretion to apply for, prosecute, maintain and defend any Patent.

6. Tooling. At its sole discretion, TUBETECH will pay for all tooling, molds, and Drawings necessary to manufacture the Invention and any Improvements.

7. SALES/Distributions. TUBETECH will manufacture, sell and distribute the invention as it sees fit..

8. Term. This Agreement will commence upon the Effective Date and will remain in effect for the life of the last to expire Patent, or as long as TUBETECH desires to commercially exploit the Invention Improvements, but in no case will the rights granted in Section 2 revert to The Millers.

9. Representations and Warranties.

9.1. The Millers represent and warrant that they have the legal power and right to extend the rights assigned to TUBETECH in this Agreement and that they have not and will not make any commitments to others inconsistent with or in derogation of such rights.

9.2. The Millers agree not to assert against TUBETECH any rights currently owned that would prevent TUBETECH from exercising the rights granted in this Agreement.

9.3. The Millers represent and warrant to the best of their knowledge that the Invention was not publicly disclosed prior to January 1, 2002.

10. Miscellaneous.

10.1. The provisions of this Agreement will be binding upon and will inure to the benefit of the parties and their respective legal representatives, successors, and assigns.


10.2. Section headings are included for convenience but shall not form a part of the agreement or affect the interpretation of any part of the Agreement.

10.3. Should any provision of this Agreement be held to be void, invalid or unenforceable, that provision shall be eliminated from the Agreement and the remaining provisions shall continue in full force and effect.

J. Miller
MM.

10.4. This Agreement constitutes the complete understanding between the parties on the subject matter of this Agreement and this Agreement supersedes all prior representations and understandings, whether oral or written.

10.5. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan, without giving effect to its choice of laws rules.

10.6. The Effective date of this Agreement is ~~December~~ Feb 3, 2003 

The parties have caused this Technology Agreement to be executed by their duly authorized representatives and to become effective as of the Effective Date.

TUBE TECHNOLOGY, LLC

JACK MILLER

By: *David Jablow*
David Jablow, President

J. Miller

Date: 2/3/2003

Date: _____

MICHAEL MILLER

Michael Miller

Date: 2/3/03