

PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Frank L. Johnson	10/18/2004

RECEIVING PARTY DATA

Name:	Motor Trike, Inc.
Street Address:	P. O. Box 611
City:	Troup
State/Country:	TEXAS
Postal Code:	75789

PROPERTY NUMBERS Total: 5

Property Type	Number
Application Number:	08151139
Application Number:	29017654
Application Number:	29017698
Application Number:	08201626
Patent Number:	5499689

CORRESPONDENCE DATA

Fax Number: (225)248-3006
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 225-248-2106
Email: jwpatents@joneswalker.com
Correspondent Name: Lance A. Foster
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Address Line 2: 5th Floor
Address Line 4: Baton Rouge, LOUISIANA 70809

NAME OF SUBMITTER:

Lance A. Foster

Total Attachments: 3

PATENT

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REEL: 015328 FRAME: 0569

CH \$200.00 08151139

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ASSIGNMENT

This Assignment is entered into by and between FRANK L. JOHNSON, an individual residing at P.O. Box 692, Troup, Texas 75789 (hereafter referred to as "ASSIGNOR") and MOTOR TRIKE, INC., a Texas corporation, with a business address of P.O. Box 611, Troup, Texas 75789 (formerly known as Vey Enterprises, Inc. and hereafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR, as licensor, and ASSIGNEE, as licensee, entered into that certain Exclusive License Agreement (the "License") dated July 31, 1994 for the exclusive licensing of technology pertaining to the conversion of two wheeled motorcycles to three wheeled motorcycles ("Technology");

WHEREAS, the License provided that ASSIGNOR would convey the Technology to ASSIGNEE at the conclusion of the License; and

WHEREAS, the License has concluded, and ASSIGNOR now wishes to convey the Technology to ASSIGNEE, and ASSIGNEE is willing to accept the same.

NOW, THEREFORE, in consideration for the License, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

ASSIGNOR hereby sells, assigns, transfers, and conveys to ASSIGNEE, and the successors, assigns and legal representatives of ASSIGNEE, the entire right, title and interest, for all the United States and its territorial possessions and in all foreign countries, including all rights to claim priority, in all inventions, know-how, trade secrets or designs, whether partially or fully invented, or otherwise owned, by ASSIGNOR, which pertain to the conversion of two wheeled motorcycles to three wheeled motorcycles, including without limitation the following issued patents and patent applications:

- 1) Self Aligned Self Balanced Motorcycle Drive Shaft Assembly and Method of Manufacture, U.S. Utility Patent Application, Serial Number 08/151,139, filed November 12, 1983;
- 2) Motorcycle Conversion Kit Body, U.S. Design Patent Application, Serial Number 29/017, 654, filed January 19, 1994;
- 3) Motorcycle Conversion Kit Spoiler, U.S. Design Patent Application, Serial Number 29/017,698, filed January 21, 1994;
- 4) Motorcycle Conversion Kit Frame, Drive Train, and Suspension System, U.S. Utility Patent Application, Serial Number 08/201,626, filed February 25, 1994;

- 5) Motorcycle Conversion Rear Axle Mounting System, U.S. Utility Patent Application, Serial Number 08/289,878, filed August 12, 1994, which issued on March 19, 1996 as U.S. Patent No. 5,499,689; and

further including any and all improvements thereto, and in and to all patents to be obtained for said inventions or improvements thereof, including patents to be obtained by any non-provisional, continuation, continuation-in-part, division, renewal, substitute, re-issue or re-examination thereof.

ASSIGNOR hereby covenants that no assignment, sale, agreement, or encumbrance has been or will be made or entered into which would conflict with this assignment;

ASSIGNOR further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said inventions and said patents and legal equivalents as may be known and accessible to ASSIGNOR; and ASSIGNOR will testify as to the same in any interference, litigation or proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, issue and enforce said application, said inventions and said patents and said equivalents thereof which may be necessary or desirable to carry out the purposes thereof.

This Assignment may be executed in any number of counterparts, each of which shall be an original, but all of which shall together constitute one and the same instrument.

[The remainder of this page has been intentionally left blank. Signatures of the parties appear on the following page]

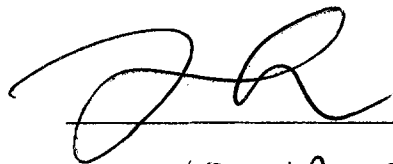
IN WITNESS WHEREOF, we have executed this Assignment on the dates given below.

ASSIGNOR:

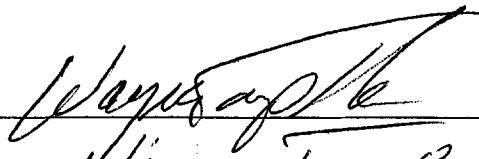
ASSIGNEE:

FRANK L. JOHNSON

MOTOR TRIKE, INC.



Date: 10-18-04



By: Wayne Loupka

Title: Chief Engineer

Date: 10-18-04

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