

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Spencer J. Thompson	11/10/2004
RECEIVING PARTY DATA	
Name:	Answer Products, Inc.
Street Address:	28209 Avenue Stanford
City:	Valencia
State/Country:	CALIFORNIA
Postal Code:	91355
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D405342
CORRESPONDENCE DATA	
Fax Number:	(312)660-0471
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-861-6371
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Correspondent Name:	Renee Prescan
Address Line 1:	200 E. Randolph Drive
Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60601
NAME OF SUBMITTER:	Karen A. Spindler
Total Attachments: 4	
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CH \$40.00 D405342

PATENT ASSIGNMENT

THIS PATENT ASSIGNMENT (this "Assignment") is made and entered into as of November 10, 2004, ("Effective Date"), by and between Spencer J. Thompson, an individual having a residence at 3141 Neap Ct., Oxnard, CA 93035-2430 ("Assignor") and Answer Products, Inc., a California Corporation, with its principal office at 28209 Avenue Stanford, Valencia, CA 91355 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor the United States patent set forth on Schedule A (the "Patent").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over to Assignee, its entire right, title and interest in and to the Patent, for the United States and for all foreign countries, including any continuations, divisions, continuations-in-part, reissues, reexaminations, extensions or foreign equivalents thereof, and including the subject matter of all claims which may be obtained therefrom for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all income, royalties, damages or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Patent, with the right to sue for, and collect the same for its own use and enjoyment, and for the use and enjoyment of its successors, assigns, or other legal representatives.

Assignor authorizes and requests the Commissioner of Patents and Trademarks to record Assignee as owner of the Patent, including any continuations, divisions, continuations-in-part, reissues, reexaminations or extensions thereof, and to issue any and all letters patent of the United States thereon to Assignee, as assignee of the entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

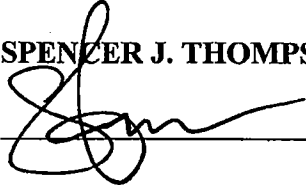
Assignor represents and warrants that: (i) it is the sole and exclusive owner of the entire right, title and interest in and to the Patent (including the corresponding rights set forth in the above), free and clear of any liens, security interests or other encumbrances; (ii) it has the full right and authority to execute this Assignment and to assign to Assignee the rights assigned herein; and (iii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

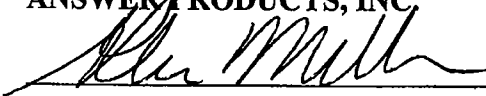
Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including without limitation, the execution and delivery of any and all affidavits, declarations, oaths, exhibits, assignments, powers of attorney or other documentation) as may be requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (1) the preparation and prosecution of any applications covering the inventions assigned herein; (2) the prosecution or defense of any

interference, opposition, reexamination, reissue, infringement or other proceedings that may arise in connection with any of the patent rights assigned herein, including, but not limited to, testifying as to any facts relating to the patent rights assigned herein and this Assignment; (3) obtaining any additional patent protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (4) the implementation or perfection of this Assignment.

* * * * *

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

SPENCER J. THOMPSON


ANSWER PRODUCTS, INC.


Name: SPENCER THOMPSON

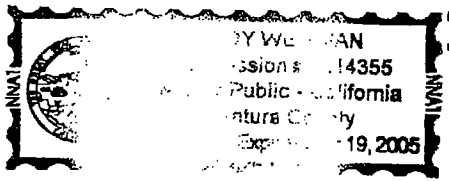
Name: Glenn Miller

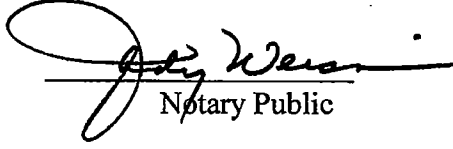
Title: MANAGING MEMBER

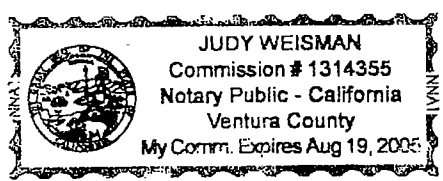
Title: President

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA

On this 10TH day of NOVEMBER 2004, there appeared before me SPENCER THOMPSON, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of MANAGING MEMBER.

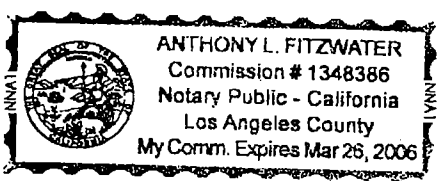


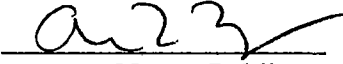

Notary Public



STATE OF CALIFORNIA)
) SS.
COUNTY OF
Los Angeles

On this 16 day of NOVEMBER, 2004 there appeared before me GLENN MILLER, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on behalf and with full authority of PRESIDENT.




Notary Public

SCHEDULE A

U.S. PATENTS

Title	Patent No	Patent Date
Handlebar grip.	D405,342	February 9, 1999