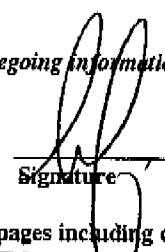


Facsimile Number: (571) 273-0140

RECORDATION FORM COVER SHEET PATENTS ONLY		U.S. DEPT. OF COMMERCE 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): Jonathan P. Workman and Donald H. Eason Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: Ultimate Support Systems, Inc. Street Address: 2506 Zurich Drive City: Fort Collins State: CO Zip: 80524 Additional name(s) & address attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____	Execution Date(s): January 15, 2003	
4. Application number: 29/221,544 "Clamp for Bicycles", filed January 17, 2005 A. Patent Application No.(s): B. Patent No.(s): Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Al Wiedmann, Jr. Internal Address: Santangelo Law Offices, P.C. Street Address: 125 South Howes, 3rd Floor City: Fort Collins State: Colorado Zip: 80521	6. Total number of applications and patents involved: _____ 7. Total fee (37 CFR 3.41)\$40.00 <input type="checkbox"/> Has been previously paid <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: _____ (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE		
9. Statement and signature. <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> Al Wiedmann, Jr., PTO Reg. No. 48,033 Name of Person Signing </div> <div style="width: 30%; text-align: center;">  Signature </div> <div style="width: 30%; text-align: right;"> June 5, 2007 Date </div> </div> <p style="text-align: center; margin-top: 10px;">Total number of pages including cover sheet, attachments, and document: 11</p>		

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademark, Box Assignments
 Washington, DC 20231

OP \$40.00 29221544

ASSIGNMENT OF PATENT RIGHTS

THIS ASSIGNMENT document is made effective as of the 17th day of January, 2005, between and among the following:

Jonathan Workman, whose address is 16881 North County Rd 25E, Loveland 80538, US; and
Donald H. Eason, whose address is 1909 Turnberry Road, Fort Collins, CO 80524, US

(individually and collectively the "Assignor" or "Assignors") and Ultimate Support Systems, Inc., having its principal office at: 2506 Zurich Road, Fort Collins, Colorado, 80524, United States of America (the "Assignee").

WHEREAS, the Assignors have each contributed to some degree in conceiving or developing technology relating to clamps for bicycles including, but not limited to, the technology initially described or indicated in the application identified by the caption listed above, and also including for the purpose of this assignment those improvements which are related to the subject matter of such technology to the extent conceived or developed during the time serving as a consultant or employee of the Assignee, or its subsidiaries, affiliates, or related parties, and to improvements related to such technology which are identified, developed, or conceived using trade secret or confidential information of the Assignee or which are likely to cause disclosure of such trade secret or confidential information (the "Invention");

WHEREAS, each Assignor, either by himself or in conjunction with other individuals, may be an inventor of the Invention;

WHEREAS, each Assignor acknowledges his obligation to assign all right, title and interest in the Invention to Assignee;

WHEREAS, each Assignor acknowledges his obligation to assign all right, title and interest in any and all patent rights and any other proprietary rights in the Invention, as of January 17, 2005, to Assignee; and

WHEREAS, each Assignor desires to formalize his obligation for assignment of all right, title and interest to the Invention to Assignee to the extent he has any such rights worldwide;

NOW, THEREFORE, for US \$10.00 or other good and valuable consideration, receipt of which is hereby acknowledged, each of the undersigned hereby agree as follows:

1. Each Assignor warrants that effective January 17, 2005:
 - a. he has the authority to assign all right, title, and interest originated now or hereafter by him involving the Invention;

b. he has conveyed no right, title, or interest in the Invention to any party other than the Assignee;

c. to the extent any Assignor conducted any efforts relevant to the ownership of all rights to the Invention under, on behalf of, or through any entity or assumed name, he has the authority to act as agent for such an entity and to fully transfer such rights; and

d. at the time of signing of this Assignment, he neither knows nor has reason to know of any outstanding right, title, or interest in the Invention inconsistent with a full assignment of rights to the Assignee other than any right, title, or interest which may exist as a result of any other's coinventorship.

2. Each Assignor, for good and valuable consideration, hereby sells, grants, transfers, authorizes application for, agrees to support, and assigns to the Assignee the entire right, title, and interest in and to the Invention as of January 17, 2005, including, but not limited to:

a. all such worldwide rights to make, use, and sell the Invention;

b. all rights to make, own, and control any applications for United States or foreign patents relating to or based upon the Invention, including, but not limited to: all rights to the above-identified application, all rights to make any claim for any priority to which such applications may be entitled, all rights to any continuing application(s), divisional application(s), substitution application(s), continuation application(s), continuation-in-part application(s), national phase application(s), regional phase application(s), foreign application(s); and all patents which may be granted thereon; and all reissues, extensions, or other related rights related thereto;

c. all related rights involving the Invention in any country such as utility-model registrations, inventor's certificates, and the like, and all rights, titles, and interests involving the Invention under any foreign government;

d. all rights to any documents, notes, and evidence regarding any aspect of the Invention; and

e. all rights to seek protection covering such aspects or claims as the Assignee deems appropriate, specifically, including, but not limited to: claims which seek protection for device, apparatus, method, process, business method, or other coverage; claims which seek protection for as broad a level of coverage as might be desired by the Assignee; claims which address any aspect conceived, developed, or disclosed as separate inventions; claims which address any permutations or combinations of any aspects; claims which address any aspects independent of any initial context considered as preferred embodiments; and claims which seek broad protection in general.

3. Each Assignor acknowledges a legal and equitable obligation to assign to the Assignee, prior to and effective on prior to and effective on January 17, 2005, any and all patent rights and any other proprietary rights related to the Invention to the extent conceived (even if later reduced to practice) or developed while he is an employee or consultant of the Assignee or its subsidiaries, affiliates, or related parties, and covenants that he has not and will not execute any agreement in conflict with this Assignment and will not offer any opinions, or take or assist in taking any actions which might tend to diminish the scope of protection available to the Assignee. Further, each Assignor warrants that other than rights of the Assignee, he maintains the entire right, title, and interest in and to the Invention as may exist by virtue of his contribution and has made no conveyance of any rights whatsoever to any other person. Each Assignor also covenants that he will promptly and continuously inform the Assignee of any articles, patents, or other references, or prior art of which he becomes aware which may be material to the assessment of patentability of the Invention.


4. Each Assignor further covenants and agrees that he will communicate to the Assignee any facts known to him respecting any improvements involving or in any way related to the Invention, and will testify in any legal proceeding, sign all lawful papers, execute all division, continuation, continuation-in-part, substitute, foreign, or reissue applications, make all rightful oaths, and generally do everything possible to aid the Assignee to obtain and enforce full protection and title in and to said Invention in all countries without further consideration but at the expense of the Assignee.

5. Each Assignor acknowledges that pursuant to the sale, grant, transfer, and assignment to the Assignee of the entire right, title, and interest in and to the Invention, as provided in the above paragraphs, this assignment shall be complete as to all rights owned. As such, each Assignor consents to a waiver of any and all access rights to any applications for United States or foreign patents relating to the Invention, and including but not limited to the above-identified application, and to any division, substitution, continuation, continuation-in-part, national phase, or regional phase, of such applications, all related access rights involving the Invention in any country such as utility-model registrations, inventor's certificates and the like, and all access rights, titles, and interests involving the Invention under any foreign government, to the extent permissible. Access rights may particularly include: any and all rights to any files, documents, notes, or evidence regarding any aspect of the prosecution of the Invention in the United States or foreign countries; any right to obtain, view or copy in any form the files, documents, notes, or evidence related to prosecution history or status of any application for United States or foreign patents relating to the Invention; any other right to obtain information relating to prosecution history, or status of any application for United States, or foreign patents relating to the Invention. Each Assignor also further covenants and agrees that he will sign all lawful papers, consents, and generally do everything possible to aid the Assignee in petitioning waiver of access of each Assignor to the United States or foreign patent offices of any and all applications for United States or foreign patents relating to the invention, as provided above.

7. This assignment shall be binding on all parties effective January 17, 2005, their heirs, executors, administrators, successors, or assigns, and may be recorded in the United States Patent and Trademark Office or elsewhere. In the event any provision of this Agreement is found to be unenforceable or to be unreasonable in scope, such provision shall be modified to the extent necessary to make it enforceable, and as so modified, this Agreement shall remain in full force and effect.

8. This Agreement shall be construed and enforced in accordance with the laws and jurisdiction of the State of Colorado or under the federal laws of the United States to the extent they supersede state law. In the event any claim or controversy arises under this agreement or the parties' relationship, the parties agree to submit to exclusive jurisdiction and venue for the resolution of such dispute in the District Court of Larimer County, Colorado, or to the extent necessary in federal court in the District of Colorado, United States of America.

Signatures begin on next separate page.


Jonathan Workman

Date of Assignment Signature: 1-17-05
Date of Execution of Application: _____
(signing the Declaration)


UNITED STATES OF AMERICA)
STATE OF COLORADO)ss.
COUNTY OF LARIMER)

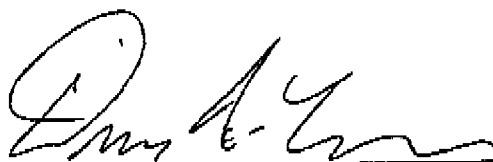
SUBSCRIBED AND SWORN to before me in the County of Larimer, State of Colorado,
United States of America, by Jonathan Workman, this 17th day of January, 2005.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary
Public by the State of Colorado.



Tia Oblander
Notary Public
State of Colorado


Notary Public
My Commission Expires: 12-8-2008



Donald H. Eason

Date of Assignment Signature: 1-17-05
Date of Execution of Application: 1-17-05
(signing the Declaration)

UNITED STATES OF AMERICA)
STATE OF COLORADO)ss.
COUNTY OF LARIMER)

SUBSCRIBED AND SWORN to before me in the County of Larimer, State of Colorado,
United States of America, by Donald H. Eason, this 17th day of January, 2005.

WITNESS my hand and official seal pursuant to the authority vested in me as a Notary
Public by the State of Colorado.



Tia Oblander
Notary Public
State of Colorado



Notary Public

My Commission Expires: 12-8-2008