

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Edward M. Files	01/17/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	2 Wheel Tunes, Inc.
<b>Street Address:</b>	1024 NE JIB Court
<b>Internal Address:</b>	Suite D
<b>City:</b>	Lee's Summit
<b>State/Country:</b>	MISSOURI
<b>Postal Code:</b>	64064
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
Application Number:	29214120
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(407)841-2343
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	407-841-2330
<b>Email:</b>	jhartt@addmg.com
<b>Correspondent Name:</b>	Jacqueline E. Hartt, Ph.D
<b>Address Line 1:</b>	255 South Orange Avenue
<b>Address Line 2:</b>	Suite 1401
<b>Address Line 4:</b>	Orlando, FLORIDA 32802-3791
<b>ATTORNEY DOCKET NUMBER:</b>	90342
<b>NAME OF SUBMITTER:</b>	Jacqueline E. Hartt, Ph.D

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Total Attachments: 13  
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**ASSIGNMENT OF PATENTS, COPYRIGHTS, TRADEMARKS AND LICENSES**

**THIS COLLATERAL ASSIGNMENT OF PATENTS, COPYRIGHTS, TRADEMARKS AND LICENSES** (this "Assignment") made as of this 17th day of January, 2006, by **EDWARD FILES**, an individual residing at 4818 NE Pebble Beach, Lee's Summit, MO 64064 (the "Assignor"), in favor of **2 WHEEL TUNES, INC.**, a Missouri corporation with its principal place of business located at 1024 NE JIB Court, Suite D, Lee's Summit, MO 64064 (the "Assignee").

**BACKGROUND:**

A. The Assignor is in the business of manufacturing and installing audio and electronic products for motorcycle and recreational bicycles (the "Business"); and

B. The Assignor, the Assignee, and Mirabilis Ventures, Inc., a Nevada corporation (the "Company"), have executed and delivered an Agreement for the Purchase and Sale of Common Stock contemporaneously pursuant to the terms and conditions of which, among other things, the Company purchased one hundred percent (100%) of the issued and outstanding common stock of the Assignee from the Assignor (the "Purchase Agreement"); and

C. In consideration of, and as a condition precedent to the consummation of the transactions contemplated by the Purchase Agreement, the Assignor has agreed to execute and deliver this Assignment in favor of the Assignee.

**NOW, THEREFORE**, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor intending to be legally bound hereby, agrees as follows:

1. **Incorporation of Purchase Agreement.** The Purchase Agreement is hereby incorporated herein in its entirety by this reference thereto, and any and all capitalized terms used but not defined herein are used with the meanings ascribed to such terms in the Purchase Agreement.

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2. Assignment of Patents, Copyrights, Trademarks, and Licenses. The Assignor hereby assigns, transfers, and conveys his entire right, title and interest free and clear of any liens, claims, and encumbrances in and to all of the following intellectual property:

(a) United States and foreign patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, those patents and patent applications listed on **Schedule A** attached hereto and made a part hereof, and all reissues and renewals thereof, future infringements thereof (all of the foregoing U.S. and foreign patents and applications are sometimes hereinafter individually and/or collectively referred to herein as the "Patents") and all income, royalties, damages and payments now and hereafter due and/or payable under or with respect to any Patent, including, without limitation, damages and payments for past and future infringements thereof:

(ii) trademarks, trademark registrations, and trademark applications, trade names, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, trademark registrations and applications listed on **Schedule B** attached hereto and made a part hereof, and any renewals thereof, (all of the foregoing trademarks, trademark registrations, trade names and applications are sometimes hereinafter individually and/or collectively referred to herein as the "Trademarks"), and all income, royalties, damages and payments now and hereafter due and/or payable under all Trademarks, including, without limitation, damages and payments for past and future infringements thereof;

(iii) the goodwill of the Assignee's business connected with and symbolized by the Trademarks;

(iv) copyrights, including, without limitation, the copyrights and applications listed on **Schedule C** attached hereto and made a part hereof and any renewals thereof, (all of the foregoing copyrights and applications are hereinafter individually and/or collectively referred to as the "Copyrights"), and all income, royalties, damages and payments now

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and hereafter due and/or payable under all Copyrights, including, without limitation, damages and payments for past and future infringements thereof; and

(v) any license agreement in which the Assignor is now licensed to use a patent, copyright, trademark or the know-how of any other person, to the extent to which the license agreements permit the granting of such an interest, including, without limitation, the license agreements listed on **Schedule D** attached hereto and made a part hereof (all of the foregoing licenses, license registrations, license names and applications are sometimes hereinafter individually and/or collectively referred to as the "Licenses").

3. **Representations and Warranties of Assignor.** Assignor hereby represents and warrants to Assignee that the statements contained in this Section 3 are true, correct and complete as of the date of this Assignment and will be correct and complete as of the Closing Date.

(a) **Authorization of Assignment.** Assignor after consultation with counsel, understands all of the undertakings set forth in this Assignment and has the right and power, as well as full capacity to enter into, execute, deliver, and perform this Assignment. This Assignment constitutes the valid and legally binding obligations of the Assignor, enforceable in accordance with its terms and conditions. The Assignor needs not give any notice to, make any filing with, or obtain any authorization, consent, or approval of any government or governmental agency in order to consummate the transactions contemplated by this Assignment.

(b) **Noncontravention.** Neither the execution and the delivery of this Assignment, nor the consummation of the transactions contemplated hereby, will violate any constitution, statute, regulation, rule, injunction, judgment, order, decree, ruling, charge, or other restriction of any government, governmental agency, or court to which the Assignor is subject.



(c) Title to Trademarks, Copyrights, Patents and Licenses. The Assignor owns any and all right, title and interest to the Trademarks, Copyrights, Patents and Licenses, and any products or derivatives thereof, free and clear of any liens, claims and encumbrances.

(d) All Trademarks, Copyrights, Patents and Licenses. The Assignor has no right, title and interest, whether legal or beneficial, whether personally or through the ownership of any equity interest or option to purchase any equity interests in any other entity, in any trademarks, copyrights, patents and licenses, or any applications therefore, whether pending or not, relating to the Business other than the Trademarks, Copyrights, Patents and Licenses (collectively, the "Other Intellectual Property"). The Assignor hereby covenants and agrees that in the event that the Assignee or any third party discovers that there exists any Other Intellectual Property relating to the Business, he shall immediately take any and all action necessary to immediately assign, transfer, and convey his entire right, title, and interest in such Other Intellectual Property to Assignee free and clear of any liens, claims and encumbrances free of any costs.

(e) Assignor's Warranties Regarding Trademarks, Copyrights, Patents and Licenses. Assignor hereby represents and warrants to Assignee that none of the Trademarks, Copyrights, Patents and Licenses in any way infringe on the right, title and interest of any person or entity. The Assignor hereby agrees to indemnify the Assignee, and hold the Assignee harmless against any and all claims, liabilities, damages, costs, penalties, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened directly or indirectly arising from or in any way connected with this Assignment and/ or any of the Trademarks, Copyrights, Patents and Licenses, and in connection therewith. indemnifies Assignee against any and all expenses, including any and all attorneys' fees and costs of defending any action, suit, or proceeding or resisting any claim. whether or not litigation is instituted.

4. Effect on Purchase Agreement; Cumulative Remedies. The Assignor acknowledges and agrees that this Assignment is not intended to limit or restrict in any way the rights and remedies of the Assignee under the Purchase Agreement but rather is intended to

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facilitate the exercise of such rights and remedies. All of the Lender's rights and remedies with respect to the Patents, Copyrights, Trademarks and Licenses, whether established hereby, by the Purchase Agreement, by the Transaction Documents, or by applicable law, shall be cumulative and may be exercised singularly or concurrently.

5. **Binding Effect; Benefits.** This Assignment shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Lender. and its nominees and assigns.

6. **APPLICABLE LAW; SEVERABILITY.** THIS ASSIGNMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY THE INTERNAL LAWS (AS OPPOSED TO CONFLICTS OF LAW PROVISIONS) OF THE STATE OF FLORIDA. EACH PROVISION OF THIS ASSIGNMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS ASSIGNMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS ASSIGNMENT.

7. **Cooperation.** At any time and from time to time, upon the written request of Assignee and at the sole expense of Assignor, Assignor shall promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Assignee may deem desirable to obtain the full benefits of this Assignment and of the rights and powers herein granted.

8. **Incorporation of Exhibits and Schedules.** The Exhibits and Schedules identified in this Assignment are incorporated herein by reference and made a part hereof.

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9. **Submission to Jurisdiction.** The Parties acknowledge that a substantial portion of negotiations, anticipated performance and execution of this Assignment occurred, or shall occur, in Orange County, Florida and that, therefore, without limiting the jurisdiction or venue of any other Federal or state courts, each of the parties irrevocably and unconditionally (i) agrees that any suit, action or legal proceeding arising out of or relating to this Assignment, or the transactions contemplated hereby, must be brought in Orange County, Florida; (ii) consents to the jurisdiction of such court in any suit, action or proceeding; (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts; and (iv) agrees that service of any court paper may be effected on such party by mail, as provided in this Assignment, or in such manner as may be provided under applicable laws or court rules in the State of Florida.

10. **Attorneys Fees.** In the event any suit or other legal proceeding is brought for the enforcement of any of the provisions of this Assignment, the parties hereto agree that the prevailing party or parties shall be entitled to recover from the other party or parties, upon final judgment on the merits, reasonable attorneys' fees and costs, including attorneys' fees and costs for any appeal, incurred in bringing such suit or proceeding.

11. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS ASSIGNMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12. **No Inferences Regarding Drafting.** The terms and provisions of this Assignment are mutual and shall be construed and enforced without regard to the fact that they may have been initially prepared and/or proposed by counsel for a particular party or parties.

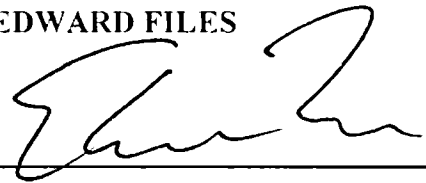




13. Advice of Counsel. Each of the parties hereby acknowledge and represent that they have been separately represented and advised by counsel of their choice with respect to the subject matters of, and their entry into, this Assignment. that such counsel has reviewed and explained the provisions of this Assignment to them, and that the terms and provisions of this Assignment are the result of the free, voluntary and informed negotiation of the parties hereto acting independently of each other and with the advise of counsel.

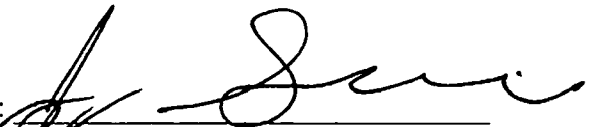
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of the date first above written.

EDWARD FILES



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MIRABILIS VENTURES, INC., a Nevada corporation

By:   
Its: President

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Schedule A  
PATENTS LIST

SEE ATTACHED

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Provided below is a listing of Intellectual Property owned by Ed Files relating to the business of 2 Wheel Tunes.

U.S. Design Patent Applications

Ser. No.: 29/214,120  
Filed: September 28, 2004  
Inventor: Edward M. Files  
Title: AUDIO DEVICE MOUNT AND SPEAKER HOUSINGS FOR A MOTORCYCLE

Ser. No.: 29/242.695  
Filed: November 14, 2005  
Inventor: Edward M. Files  
Title: AMPLIFIED AUDIO DOCKING STATION

Title: AUDIO DEVICE MOUNT AND SPEAKER HOUSINGS FOR A MOUNTAIN BIKE  
Inventor: Edward M. Files  
Status: In process – awaiting additional drawings

Title: BULLET SHAPED SPEAKER HOUSING  
Inventor: Edward M. Files  
Status: In process – To be filed before 29/214,120 issues

Title: WATER BOTTLE BATTERY  
Inventor: Edward M. Files  
Status: In process – awaiting additional drawings

U.S. Utility Patent Applications

Ser. No.: 11/005.664  
Filed: December 7, 2004  
Inventor: Edward M. Files  
Title: SYSTEM AND METHOD FOR MODIFYING A LIGHT HOUSING

Title: WATER BOTTLE BATTERY  
Inventor: Edward M. Files  
Status: In process – awaiting additional drawings



PATENT

REEL: 019629 FRAME: 0813

Schedule B  
TRADEMARKS

SEE ATTACHED

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Trademarks

Mark: 2 WHEEL TUNES

Status: In use – application to register to be filed upon receipt of specimens of use

Mark: DOCK N ROCK

Status: In use – application to register to be filed upon receipt of specimens of use

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REEL: 019629 FRAME: 0815

Schedule C  
COPYRIGHTS

NONE

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Schedule D  
LICENSE AGREEMENTS

NONE

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RECORDED: 08/01/2007

PATENT

REEL: 019629 FRAME: 0817