

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

| Name | Execution Date |
|------------------|----------------|
| Suzette M. Bryan | 01/24/2008 |

RECEIVING PARTY DATA

| | |
|-------------------|----------------------|
| Name: | Suzette M. Bryan |
| Street Address: | 1360 NE 27th Terrace |
| Internal Address: | Apt. 4 |
| City: | Pompano Beach |
| State/Country: | FLORIDA |
| Postal Code: | 33062 |

| | |
|-----------------|--------------------|
| Name: | Charles N. Wallace |
| Street Address: | 15137 Traff Drive |
| City: | Houston |
| State/Country: | MINNESOTA |
| Postal Code: | 55943 |

| | |
|-----------------|-------------------|
| Name: | These Two, LLC |
| Street Address: | 15137 Traff Drive |
| City: | Houston |
| State/Country: | MINNESOTA |
| Postal Code: | 55943 |

PROPERTY NUMBERS Total: 3

| Property Type | Number |
|---------------------|----------|
| Application Number: | 11386133 |
| Application Number: | 11507182 |
| Application Number: | 29284552 |

PATENT

500453487

REEL: 020449 FRAME: 0970

CH \$120.00 11386133

CORRESPONDENCE DATA

Fax Number: (954)768-0158

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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Email: ekotler@focusonip.com

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Address Line 2: Suite 100

Address Line 4: Fort Lauderdale, FLORIDA 33316

ATTORNEY DOCKET NUMBER:

5026-01-02-03

NAME OF SUBMITTER:

Robert C. Kain, Jr.

Total Attachments: 5

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ASSIGNMENT AND CO-OWNERSHIP AGREEMENT AND LICENSE

WHEREAS, Suzette Michaud Bryan, a citizen of the United States of America, residing at 1360 NE 27 Terrace, Apt. 4, Pompano Beach, FL 33062, has invented certain new and useful improvements in tanning protective appliances, and coined a new trademark for these appliances, which new and useful improvements are subjects of applications for United States Letters Patent set forth below and which trademark is set forth below:

Re: U.S. Patent Application SN 11/386,133 (abandoned)
For: Protective Breast Covers and Methods
Our Ref: 5026-01
Re: U.S. Patent Application SN 11/507,182 (pending)
For: Post Surgery Breast Wrap and Method
Our Ref: 5026-02
Re: U.S. Design Patent Application SN 29/284,552 (pending)
For: Protective Breast and Nipple Covers for Protection While Tanning
Our Ref: 5026-03
Re: Proposed U.S. Intent-To-Use Trademark Application (not filed)
Mark: THESE TWO
Goods: nipple breast covers for protection while tanning
Our Ref: 5026-04

WHEREAS, Suzette Michaud Bryan is the sole owner of the patent applications and the trademark;

WHEREAS, Suzette Michaud Bryan, Charles N. Wallace (having a residential address 15137 Traff Drive, Houston, Mn 55943), and These Two, LLC, an Iowa limited liability company, having an address at 15137 Traff Drive, Houston, Mn 55943, are desirous to become co-owners of the patent applications and the trademark for the express purpose that neither may transfer any interest or right to the inventions, the patent applications, or any patent or patents based thereon, or trademark without approval of all three co-owners;

WHEREAS, Suzette Michaud Bryan, Charles N. Wallace and These Two, LLC, (hereinafter referred to as the "Assignees") are desirous of acquiring co-owner rights in and to the inventions, applications and trademark and are desirous of entering into an agreement restricting their ownership rights and Suzette Michaud Bryan, as sole owner (hereinafter referred to as "Assignor") is desirous of assigning the entire right, title and interest in and to said inventions, and in and to said applications and any Letters Patent that may issue thereon and the trademark;

WHEREAS Assignees also are desirous of granting an exclusive license to make, use and sell, and have made for its benefit, said inventions, applications and any Patent(s) that may issue thereon and the trademark to These Two, LLC.;

1. NOW, THEREFORE, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby sell and assign to the Assignees so that they will be co-owners, their successors and assigns, the Assignor's respective entire right, title and interest in and to the said inventions and in and to the said applications and all patents which may be granted therefor, and all divisions, reissues, substitutions, continuations and extensions thereof and the trademark and the good will associated therewith; and the Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks to issue all patents for said invention, or patents resulting therefrom, insofar as their interest is concerned, to the Assignees.

2. Likewise, Assignor also hereby sells and assigns to the Assignees, their successors and assigns, her foreign rights to the inventions disclosed in said applications, in all patent-granting countries of the world, including the right to file applications and obtain patents for said invention in its own name in said countries and including all rights of priority in said countries

under the terms of the International Convention for the Protection of Industrial Property, and the Assignor further agrees to execute any and all patent applications, assignments, affidavits, and any other papers in connection therewith necessary to perfect such patent rights.

3. The Assignor also hereby agrees, at the request and expense of the Assignees, to testify in any legal proceedings, sign all lawful papers, make all lawful oaths, and generally do everything possible to aid said Assignees, their successors and assigns, to obtain and enforce proper patent protection for said invention in all countries.

4. The Assignor also hereby grants Robert C. Kain, Jr., Reg. No. 30,648 the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

5. Suzette Michaud Bryan, Charles N. Wallace and These Two, LLC, hereby agree that they are co-owners of the patent rights and the trademark that are the subject of this Assignment, that any future assignment, sale, or license (hereinafter referred to as a "disposition") of these patent rights or trademark must be with the written approval and consent of all three co-owners, and that this Agreement makes any disposition by any co-owner without the express, written approval of the remaining co-owners void and null as a matter of law.

6. Suzette Michaud Bryan, Charles N. Wallace and These Two, LLC, hereby grants an exclusive, worldwide license and These Two, LLC. hereby accepts an exclusive, worldwide license to make, use, sell, have made for itself, and distribute Products embodying the inventions and applications and resulting patents, and to use, on an exclusive basis the trademark for such Products. Suzette Michaud Bryan, Charles N. Wallace and These Two, LLC, agree that These Two, LLC. will be their sole and exclusive manufacturer and distributor of such Products.

7. These Two, LLC. agrees to use the trademark on the Products. All use of the trademark inures to the benefit of Suzette Michaud Bryan, Charles N. Wallace and These Two, LLC. These Two, LLC. agrees to abide by reasonable quality standards regarding the use of the trademark on the Products.

8. Suzette Michaud Bryan and Charles N. Wallace warrant that they have authority to enter into this agreement but make no representation or warranty that the Products will not infringe any patent or other proprietary right of others. These Two, LLC. acknowledges that Suzette Michaud Bryan, Charles N. Wallace and These Two, LLC. are the rightful owners of the intellectual property rights for the Product and agree not to challenge the ownership or any other aspect thereof. These Two, LLC. agrees to indemnify, hold harmless, and defend Suzette Michaud Bryan and Charles N. Wallace and its agents, against any and all claims, suits, losses, damage, costs, fees, and expenses including attorneys' fees arising from the commercialization and utilization of the Products, including but not limited to, the using, selling, or exporting of products, processes, or services derived therefrom. This indemnification will include, but will not be limited to, any product liability.

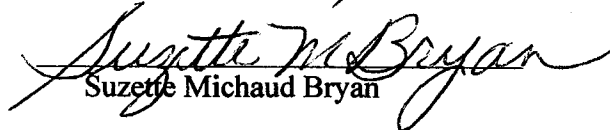
9. Florida law shall govern any disputes arising from or relating to this agreement excluding Florida's conflict of interest law. Any controversy or claim arising out of or relating to this Agreement, its interpretation, performance, or termination, or the breach thereof, shall be settled by binding arbitration conducted in accordance with the commercial arbitration rules of the American Arbitration Association in effect on the date of the controversy or claim. Any such arbitration shall take place in Fort Lauderdale, Florida, and shall be conducted in English before a single arbitrator who shall be mutually agreed upon by the parties. In the event that the Parties

cannot agree on an arbitrator, the American Arbitration Association shall assign a arbitrator for the Parties. Florida law shall govern all disputes arising under this agreement. The arbitrator shall have the power to order the attendance of witnesses and the production of relevant documents by one party for inspection and duplication by the other party prior to any hearing. The decision of the arbitrator shall be binding on the Parties. Any judgment upon the award of the arbitrator may be entered in any court having jurisdiction of the Parties and shall be enforceable. The costs of the arbitrator shall be paid equally by the parties.


10. Suzette Michaud Bryan, Charles N. Wallace and These Two, LLC. hereby agree that if all three do not approve, in writing, of a disposition of the patent rights and the trademark rights, then the dispute will be subject to binding arbitration as set forth above.

11. This Agreement (a) constitutes a valid and binding obligation on the part of the parties hereto, (b) contains the entire agreement of the parties with respect to the subject matter hereof except as otherwise provided herein, (c) may be amended or modified only by the parties' mutual written consent, (d) shall not be subject to any claim of fraud, duress, deception or mistake of fact, and (e) may be enforced by any equitable remedy, including injunction, without limiting the right of a party to proceed at law for such relief as may be available.

Dated this 24 day of January, 2008.


Suzette Michaud Bryan


Charles N. Wallace


Charles N. Wallace, mgr. mbr. for These Two, LLC

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