

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Vernon Jeffrey Mullican	07/01/2004
RECEIVING PARTY DATA	
Name:	TLC Suspensions, LLC
Street Address:	c/o Law Offices of John Levine
Internal Address:	1124 5th Street, Suite 202
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90403
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11281606
CORRESPONDENCE DATA	
Fax Number:	(818)340-2859
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8183477900
Email:	scott@KLKPatentLaw.com
Correspondent Name:	Scott W. Kelley
Address Line 1:	6320 Canoga Avenue
Address Line 2:	Suite 1650
Address Line 4:	Woodland Hills, CALIFORNIA 91367
ATTORNEY DOCKET NUMBER:	TLC-51534
NAME OF SUBMITTER:	Scott W. Kelley
Total Attachments: 2 source=Assignment_Mullican#page1.tif source=Assignment_Mullican#page2.tif	

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**PATENT**

**500647105**

**REEL: 021528 FRAME: 0679**

**PATENT and PROPRIETARY RIGHTS ASSIGNMENT**

This Agreement is by and between Jeff Mullican ("Mullican"), an individual, ("Assignor") and TLC Suspensions, LLC, a California limited liability company ("Assignee").

WHEREAS, Assignor has invented a certain new and useful invention (the "Invention") which is considered proprietary by the Assignor. Assignor shall file a provisional patent application related thereto, both of which are described in Exhibit A (the "Provisional Patent Application") as soon as practicable after the date hereof;

WHEREAS, Assignee, wishes to acquire the entire rights, title, and interest in the Invention and the Patent in order to manufacture and sell products that embody the Invention ("Products");

NOW, the parties agree as follows:

1. **Assignment.** Assignor hereby irrevocably assign to Assignee all rights, title, and interest (including but not limited to, the patent claims, all rights to prepare derivative works, all proprietary rights, goodwill and all other rights), in and to the Patent, the Invention and all technology and know-how related thereto including any and all subsequent improvements thereto.
2. **Consideration.** In consideration for the assignment set forth in Section 1, Assignee shall convey to Assignor an interest comprising 200,000 units representing two percent (20%) of the outstanding 1,000,000 membership interests in Assignor.
3. **Representations and Warranties.** Assignor represents and warrants to Assignee:
  - (a) Assignor has the right, power and authority to enter into this Agreement;
  - (b) Assignor is the owner, along with V. Jeffrey Mullican, of all right, title and interest, including all intellectual property rights, in and to the Invention, and the Patent, the application for which shall be filed by Assignor as soon as practicable after the date hereof.
  - (c) The Invention and Patent are free of any liens, security interests, encumbrances or licenses;
  - (d) The Invention and Patent do not infringe the rights of any person or entity;
  - (e) There are no claims, pending or threatened, with respect to Assignor's rights in the Invention and Patent;
  - (f) This Agreement is valid, binding and enforceable in accordance with its terms; and Assignor is not subject to any agreement, judgment or order inconsistent with the terms of this Agreement.

**Assignee's Representations and Warranties**

- (a) Assignee is a duly formed California limited liability company and has been authorized to enter into this agreement.
- (b) Assignee shall be responsible to pay all patent filing fees, attorneys' fees and all other

costs of prosecuting the patent. Should Assignee fail to make such payments, Assignor reserves the right to do so and charge Assignee for all such costs incurred.

4. Attorneys' Fees . Should either party hereto, or any heir, personal representative, successor or assign of either party hereto, resort to litigation to enforce this Agreement, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to recover its or their reasonable attorneys' fees and costs in such litigation from the party against whom enforcement was sought.

5. Entire Agreement. This Agreement, contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations or warranties between them respecting the subject matter hereof.

6. Amendment. This Agreement may be amended only by a writing signed by both parties.

7. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

8. Agreement to Perform Necessary Acts . Assignee agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

9. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California. If any provision is held to be unenforceable, the balance of the agreement shall remain in full force and effect.

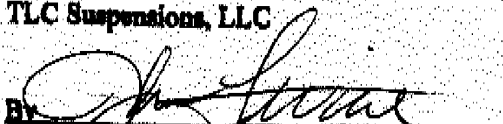
This Agreement is executed as of July 1, 2004.

Inventor/Assignor

  
Jeffrey Mullican

Assignee

TLC Suspensions, LLC

By   
John Levine, COO

By \_\_\_\_\_  
Brian Bardfield, CFO

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