PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT		
NATURE OF CONVEYANCE:		ASSIGNMENT		
CONVEYING PARTY	DATA	<u>.</u>		
		Name	Execution Date	
Michael J Flowers			10/05/2009	
Jordan Flowers			10/05/2009	
RECEIVING PARTY D	ΑΤΑ			
Name:	Flowers IP, LLC			
Street Address:	2 Shannon Lane			
City:	Mantua			
State/Country:	NEW JERSEY			
Postal Code:	08051			
Property Type		Number		
		2454751		
Application Number: 6113		5851		
Application Number: 6		0974		
		9399		
CORRESPONDENCE	DATA			
Fax Number: <i>Correspondence will &</i> Phone: Email: Correspondent Name Address Line 1: Address Line 2: Address Line 4:	6097346197 cbs@stevens : Christine B. S 100 Lenox Dr Suite 200	<i>when the fax attempt is unsuccessful</i> ee.com avoca		
ATTORNEY DOCKET NUMBER:		103917-00001		
NAME OF SUBMITTER:		Christine B. Savoca		
500994826		JL	<u>PATENT</u> REEL: 023407 FRAME: 0143	

Total Attachments: 5			
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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is delivered by JORDAN FLOWERS, an individual (the "Assignor") to FLOWERS IP, LLC, a Delaware limited liability company (the "Assignee") as of the <u>5</u>th day of October, 2009. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Operating Agreement of Flowers IP, LLC, dated the date hereof, to which the Assignor and Assignee are parties.

1. In consideration of the receipt of 100 Class B Units, Assignor, intending to be legally bound, hereby sells, transfers, conveys, and assigns to Assignee all of Assignor's right, title and interest in and to: (a) the patent application set forth on <u>Schedule A</u> attached hereto; and (b) all inventions, creative works, procedures, methods, processes, uses, formulae, formulations, delivery technologies, discoveries of any kind, and any improvements to any of the foregoing, which are in the field of durable medical equipment and are discovered, conceived, reduced to practice, developed, made or produced by Assignor from and after the date hereof (collectively the "Inventions"), whether or not fixed in a tangible means of expression, whether or not eligible for patent, copyright, trademark, trade name or other legal protection, and whether or not they are conceived and/or developed by the Assignor alone or with others. For purposes of this Assignment, the meaning of "Invention" shall not be limited to the meaning of "Invention" under the United States patent laws.

2. Assignor agrees that he shall promptly, from time to time, fully inform and disclose to Assignee in writing all Inventions of any kind that he may later make, conceive or develop, and further, that he shall assist and cooperate with Assignee, at Assignee's sole expense, to allow Assignee to obtain, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the Inventions. Assignor shall sign such documents, and do such things necessary, for such purposes and to vest Assignee with full and exclusive title in all Inventions against infringement by others, and Assignor hereby appoints the Manager of Assignee as his attorney-in-fact to execute documents on his behalf for this purpose.

3. To the extent allowed by law, Assignor hereby waives all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights") that he may have with respect to the Inventions. To the extent Assignor retains any such Moral Rights under applicable law, he hereby ratifies and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Assignee, and Assignor agrees not to assert any Moral Rights with respect thereto. Assignor will confirm any such ratifications, consents and agreements from time to time as requested by Assignee.

4. All the terms and provisions of this Assignment shall be binding upon Assignor and Assignor's successors and assigns and shall inure to the benefit of Assignee and Assignee's successors and assigns.

5. This Assignment shall be governed by, and construed in accordance with, the domestic, internal laws of the State of New Jersey, without regard to its rules of conflict of laws.

SL1 948500v1/103917.00001

PATENT REEL: 023407 FRAME: 0145 IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Intellectual Property as of the day and year first written above.

ASSIGNOR:

Jordan Flowers

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ASSIGNMENT OF INTELLECTUAL PROPERTY

This Assignment of Intellectual Property (this "Assignment") is delivered by MICHAEL FLOWERS, an individual (the "Assignor") to FLOWERS IP, LLC, a Delaware limited liability company (the "Assignee") as of the $\leq h$ day of October, 2009. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Operating Agreement of Flowers IP, LLC, dated the date hereof, to which the Assignor and Assignee are parties.

1. In consideration of the receipt of 100 Class A Units, Assignor, intending to be legally bound, hereby sells, transfers, conveys, and assigns to Assignee all of Assignor's right, title and interest in and to: (a) the patent applications set forth on <u>Schedule A</u> attached hereto; and (b) all inventions, creative works, procedures, methods, processes, uses, formulae, formulations, delivery technologies, discoveries of any kind, and any improvements to any of the foregoing, which are in the field of durable medical equipment and are discovered, conceived, reduced to practice, developed, made or produced by Assignor from and after the date hereof (collectively the "Inventions"), whether or not fixed in a tangible means of expression, whether or not eligible for patent, copyright, trademark, trade name or other legal protection, and whether or not they are conceived and/or developed by the Assignor alone or with others. For purposes of this Assignment, the meaning of "Invention" shall not be limited to the meaning of "Invention" under the United States patent laws.

2. Assignor agrees that he shall promptly, from time to time, fully inform and disclose to Assignee in writing all Inventions of any kind that he may later make, conceive or develop, and further, that he shall assist and cooperate with Assignee, at Assignee's sole expense, to allow Assignee to obtain, maintain and enforce patent, copyright, trademark, trade secret and other legal protection for the Inventions. Assignor shall sign such documents, and do such things necessary, for such purposes and to vest Assignee with full and exclusive title in all Inventions against infringement by others, and Assignor hereby appoints the Manager of Assignee as his attorney-in-fact to execute documents on his behalf for this purpose.

3. To the extent allowed by law, Assignor hereby waives all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral" or the like (collectively "Moral Rights") that he may have with respect to the Inventions. To the extent Assignor retains any such Moral Rights under applicable law, he hereby ratifies and consents to, any action that may be taken with respect to such Moral Rights by or authorized by Assignee, and Assignor agrees not to assert any Moral Rights with respect thereto. Assignor will confirm any such ratifications, consents and agreements from time to time as requested by Assignee.

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5. This Assignment shall be governed by, and construed in accordance with, the domestic, internal laws of the State of New Jersey, without regard to its rules of conflict of laws.

SL1 948091v1/103917.00001

PATENT REEL: 023407 FRAME: 0147 IN WITNESS WHEREOF, the undersigned has executed and delivered this Assignment of Intellectual Property as of the day and year first written above.

ASSIGNOR:

Michael J Howens

SCHEDULE A

Power Wheel Chair – Patent pending by Michael J. Flowers and Jordan M. Flowers – Patent Application # (12/454,751)

An Electronic Steering Assembly for Dual Motor Vehicles – Patent pending by Michael J. Flowers - Patent Application # (61/135,851)

Stabilizer Wheels for Three-Wheel vehicles – Patent applied for by Michael J. Flowers – Patent Application # (61/210,974, 61/269,399)

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PATENT REEL: 023407 FRAME: 0149

RECORDED: 10/22/2009