

06-03-1999



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SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

Attorney Docket No: SMW112957

MRP 6-2-99

To the Honorable Assistant Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Walter Schmied

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

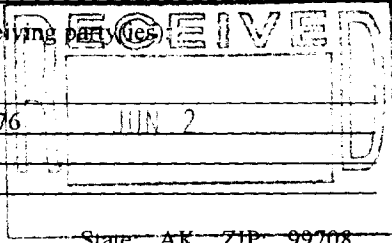
Execution date: 5/23/97 and 9/17/98

2. Name and address of receiving party(ies)

Name: Christina Dix
Address: P.O. Box 83476

City: Fairbanks State: AK ZIP: 99708

Additional name(s) & address(es) attached? Yes No



4. Application number(s) or patent number(s):

A. Patent Application No(s). 08/926,088

B. Patent No(s).

Additional numbers attached? Yes No

If this document is being filed together with a new application, the execution date of the application is: _____

5. Name and address of party to whom correspondence concerning document should be mailed:

John D. Denkenberger, Esq.
CHRISTENSEN O'CONNOR
JOHNSON & KINDNESS^{PLLC}
1420 Fifth Avenue
Suite 2800
Seattle, WA 98101-2347
(206) 682-8100

6. Total number of applications and patents involved: 1

7. Total fee (37 C.F.R. 3.41):..... \$ 40.00
Check No. _____ in the amount of \$40.00 is enclosed.

8. The Commissioner is hereby authorized to charge any fees under 37 C.F.R. §§ 1.16, 1.17 and 1.18 which may be required during the entire pendency of the application, or credit any overpayment, to Deposit Account No. 03-1740. This authorization also hereby includes a request for any extensions of time of the appropriate length required upon the filing of any reply during the entire prosecution of this application.

DO NOT USE THIS SPACE

06/02/1999 MTHAI1 00000186 08926088

01 FC:581 9. Statement and signature: 40.00 DP

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.

John D. Denkenberger
Name of Attorney or Agent
Registration No. 44,060
Direct Dial (206) 695-1749

John Denkenberger
Signature

5.27.99
Date

Total number of pages including cover sheet, attachments and document: 3

OMB No. 0651-0011 (exp. 4/94)

I hereby certify that this correspondence is being deposited with the U.S. Postal Service in a sealed envelope as first class mail with postage thereon fully prepaid addressed to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, D.C. 20231, on 5/27/99

Date: 5/27/99
SMW112957154.DOC

G. B. Barry

ADDITIONAL NAMES AND ADDRESSES OF RECEIVING PARTIES

2. Robert D. and Victoria Preston
P.O. Box 1147
Valdez, AK 99686
Assignment Executed: 07/22/97
3. Christopher Lee Cook
P.O. Box 858
Slana, AK 99586
Assignment Executed: 10/9/97
4. Gregory and Gwendolyn Black
P.O. Box 301
Sutton, AK 99674
Assignment Executed: 05/22/98
5. Roger and Georgia Collin
1361 Cameron Road
Elk, CA 95432
Assignments Executed: 05/22/98;
09/25/98 and 01/22/99
6. Herman A. Dillbeck
P.O. Box 902
Slana, AK 99586
Assignment Executed: 06/09/1998
7. Scientific Motor Works, Inc.
P.O. Box 83476
Fairbanks, AK 99708
Assignment Executed: 08/31/98
8. Jim and Carol Graham
Rt. 1, Box 459
Bonners Ferry, ID 83805
Assignment Executed: 9/25/98
9. Joseph P. Kilian Jr.
P.O. Box 1947
Valdez, AK 99686
Assignment Executed: 9/25/98
10. Michael Jolliffe
22000 Petaluma Avenue
Fort Bragg, CA 95437
Assignment Executed: 9/25/98
11. Landbank Properties, Inc.
P.O. Box 186
Mendocino, CA 95460
Assignment Executed: 1/22/99
12. The Kearney Living Trust dated
May 27, 1997
P.O. Box 1299
Mendocino, CA 95460
Assignment Executed: 1/22/99

Assignment of Invention and Patent Application

For value received, FIVE THOUSAND U.S. DOLLARS (\$5,000.00)

WALTER SCHMIED

of P.O. Box 3268, VALDEZ, AK 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto

CHRISTINA DIX (SS# 568-68-5403)

of P.O. Box 83476, FAIRBANKS, AK 99708

and her or his successors or assigns (hereinafter ASSIGNEE) 5 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "INTERNAL COMBUSTION CYLINDER ENGINE"

DESCRIBED IN PATENT DISCLOSURE DOCUMENT # 416664

invented by ASSIGNOR; (B) the application for United States patent therefor ^{TO BE} signed by ASSIGNOR on _____, U.S. Patent and Trademark Office Serial Number _____;

Filed _____ (C) any patent or reissues of any patent that may be granted thereon, and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 95 % to ASSIGNOR and 5 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

* *
In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

* SEE ADDENDUM # 1

** SEE ADDENDUM # 2

Walter Schmied May 23, 1997

Christina Dix May 23, 1997

State Alaska }
County: N/A } ss

Subscribed and sworn to before me May 24th, 1997
(date)

Deborah F. Capps
Notary Public

Deborah F. Capps, Notary Public
State of Alaska
My Commission Expires _____

SEAL

WITNESS: Christopher J. Cook MAY 23, 1997
P.O. Box 858
SLANA, AK 99581

Assignment of Invention and Patent Application

For value received, Five Thousand U.S. Dollars (5,000.--)
Walter Schmied

of P.O. Box 3268, Valdez, Ak 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____
Christina Dix (SS nr: 568-68-5403)

of P.O. Box 83476, Fairbanks, Ak 99708

and her or his successors or assigns (hereinafter ASSIGNEE) 5 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "Internal Combustion Cylinder Engine", described in Patent Application Number 08/926, /88

invented by ASSIGNOR; (B) the application for United States patent therefor, signed by ASSIGNOR on 08/22/97, U.S. Patent and Trademark Office Serial Number 08/926, 088;

Filed 09/02/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 60 % to ASSIGNOR and 5 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

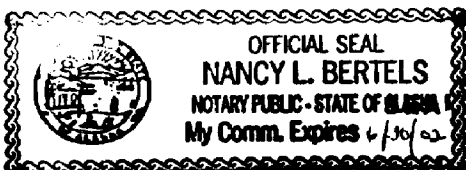
In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Walter Schmied 09/17/98
Christina Dix 9/17/98

State Alaska
County: Matanuska - Susitna Borough } ss

Subscribed and sworn to before me September 17, 1998
(date)

Nancy L. Bertels
Notary Public



ADDENDUM * 1

5% TO BE PAID AS FOLLOWS:

UNTIL \$5,000.00 PROFITS HAVE BEEN REALIZED TO ASSIGNEE, THE FULL 5% OF INTEREST IN THESE INVENTIONS SHALL BE PAID TO CHRISTINA DIX; THERE AFTER 4% SHALL BE PAID TO CHRISTINA DIX, AND 1% SHALL BE PAID TO CHRISTOPHER LEE COOK.

ADDENDUM * 2

ASSIGNOR SHALL RETAIN A PATENT ATTORNEY AND ENSURE THAT IMPLEMENTATION ADVANCES EXPEDIENTLY AND APPLICATION BE COMPLETED IN A TIMELY MANNER, NOT TO EXCEED TWO YEARS FROM TIME OF PATENT OFFICE DISCLOSURE DOCUMENTATION, MARCH 31, 1997

ASSIGNOR OR HIS ATTORNEY SHALL DESCRIBE PROGRESS TO ASSIGNEE OR HER AGENT ON A BI-MONTHLY BASIS FOR THE FIRST TWO YEARS.

ASSIGNEE REQUESTS THAT ANY OF HER WRITTEN SUGGESTIONS REGARDING APPLICATION OF PATENT BE GIVEN CONSIDERATION AND RESPONSE.

Deborah F. Capps

State of AK Notary Public NA

My Commission Expires 24

May 97 Deborah F. Capps

Notary Public

Walter Schmidt ^{May} 23, 1997

Christina Dix May 23, 1997

Deborah F. Capps, Notary Public
State of Alaska
My Commission Expires 2/10/2000

WITNESS: Christopher L Cook MAY 23, 1997

JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to Christina Dix
("Assignee") a 10% percent undivided ownership interest in U.S. Patent Application Serial
No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment
document executed May 24th, 1997
~~Sept. 17, 1998~~;

WHEREAS third parties may also have been assigned or may also be assigned ownership
interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the
rights to make, use, sell and offer to sell the invention disclosed and claimed in said application
and share in the proceeds resulting from said invention, said application, and all continuations of
said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties
hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all
continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention,
including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make,
use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft,
negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said
Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a
party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION.

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

Date: 3/5/1999

Walter Schmied

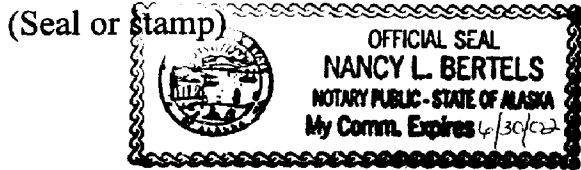
Walter Schmied

STATE OF Alaska
COUNTY OF Matanuska - Susitna Borough ss.

I certify that I know or have satisfactory evidence that Walter Schmied is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/5/99

Nancy L. Bertels



Signature
Printed Name: Nancy L. Bertels
Notary Public
My appointment expires 6/30/02

ASSIGNEE

Date: Mar 12, 1999

Christina Foster Dix

Name: CHRISTINA FOSTER DIX

Title: _____

STATE OF ALASKA
4th Judicial) ss.
~~COUNTY OF~~ District

I certify that I know or have satisfactory evidence that CHRISTINA FOSTER DIX is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 12, 1999

(Seal or stamp)

Eugene R. Belland

Signature

Printed Name: Eugene R. Belland

Notary Public

My appointment expires 7-7-99

JDD:teb

Assignment of Invention and Patent Application

For value received, ONE THOUSAND DOLLARS (1,000.00) U.S.

WALTER SCHMIED
of P.O. Box 3268, Valdez, AK 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto

ROBERT D. AND VICTORIA PRESTON
of P.O. Box 1147 Valdez, AK 99686

and her or his successors or assigns (hereinafter ASSIGNEE) % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "INTERNAL COMBUSTION CYLINDER ENGINE"

DESCRIBED IN PATENT DISCLOSE DOCUMENT # 416664

invented by, ASSIGNOR; (B) the application for United States patent therefor, ^{TO BE} signed by ASSIGNOR on U.S. Patent and Trademark Office Serial Number

Filed: (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 94% to ASSIGNOR and 1% to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

** In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

State: ALASKA
County: THIRD JUDICIAL DISTRICT } ss
Robert D. Preston 7/22/97
Walter Schmied 7/22/97

Subscribed and sworn to before me 22nd July 1997
(date)
Angela M. Casey
Notary Public SEPT 30th 2000

SEAL

JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to Robert D. and Victoria Preston ("Assignee") a / percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed July 22, 1997;

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION.

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

Date: 3/5/1999

Walter Schmied

Walter Schmied

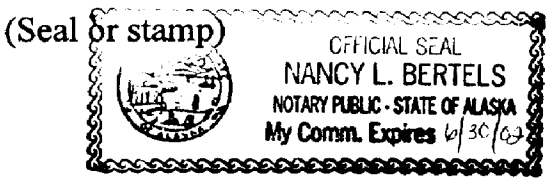
STATE OF Alaska)
 Matanuska) ss.
COUNTY OF Susitna Borough

I certify that I know or have satisfactory evidence that Walter Schmied is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/5/99

Nancy L. Bertels

Signature: _____
Printed Name: Nancy L. Bertels
Notary Public
My appointment expires 6/30/02



ASSIGNEE

Date: 3/9/99

Name: [Signature]

Title: _____

STATE OF _____)
COUNTY OF _____) ss.

I certify that I know or have satisfactory evidence that Robert D Preston is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3-9-99

(Seal or stamp)

NOTARY PUBLIC
LISA M. BERTHOUD
STATE OF ALASKA
MY COMMISSION EXPIRES APRIL 4, 2001

[Signature]

Signature

Printed Name: Lisa M Berthoud

Notary Public

My appointment expires 4-4-01

JDD:teb

Assignment of Invention and Patent Application

For value received, Two Thousand U.S. Dollars (\$2,000.00)

Walter Schmied

of P. O. Box 3268, Valdez, AK 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

Christopher Lee Cook

of P. O. Box 858, Slana, AK 99586

and her or his successors or assigns (hereinafter ASSIGNEE) 2 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "Internal Combustion Cylinder Engine", Described in Patent Disclosure Document #416664.

invented by ASSIGNOR. (B) the application for United States patent therefor, signed by ASSIGNOR on _____ U.S. Patent and Trademark Office Serial Number _____

Filed _____ (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 90 % to ASSIGNOR and 2 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEE'S expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

* In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

* See Addendum #1 Walter Schmied Oct. 9, 1997

State ALASKA
County THIRD JUDICIAL DISTRICT } ss

Subscribed and sworn to before me 9th OCTOBER 1997
(date) [Signature]
Notary Public

SEAL

ADDENDUM #1

ASSIGNOR shall obtain Patent advice and ensure that implementation advances expediently and application be completed in a timely manner, not to exceed two years from time of Patent Office Disclosure Documentation, March 31, 1997.

ASSIGNOR or his attorney shall describe progress to ASSIGNEE or his agent on a bi-monthly basis for the first two years.

ASSIGNEE requests that any of his written suggestions regarding application of Patent be given consideration and response.

Walter Schmied

Christopher Lee Cook

JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to Christopher Lee Cook ("Assignee") a 2 percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed Oct. 9, 1997;

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION,

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

Date: 3/5/1999

Walter Schmied

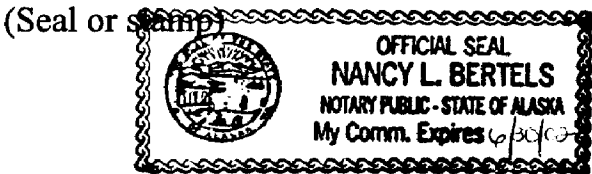
Walter Schmied

STATE OF Alaska
COUNTY OF Matanuska - Susitna Borough) ss.

I certify that I know or have satisfactory evidence that Walter Schmied is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/5/99

Nancy L. Bertels
Signature
Printed Name: Nancy L. Bertels
Notary Public
My appointment expires 6/30/02



ASSIGNEE

Date: MARCH 12, 1999

Christopher L Cook

Name: CHRISTOPHER L COOK

Title: _____

STATE OF ALASKA
4th Judicial) ss.
~~COURT~~ DISTRICT

I certify that I know or have satisfactory evidence that CHRISTOPHER L. COOK is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: March 12, 1999

(Seal or stamp)

Eugene R. Belland

Signature

Printed Name: Eugene R. Belland

Notary Public

My appointment expires 7-7-99

JDD:teb

Assignment of Invention and Patent Application

For value received, Two Thousand U.S. Dollars (2,000.--)

Walter Schmied

of P.O. Box 3268, Valdez, AK 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto

Gregory and Gwendolyn Black (SS 277-42-4106)

of P.O. Box 301, Sutton, AK 99674

and her or his successors or assigns (hereinafter ASSIGNEE) 2 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "Internal Combustion Cylinder

Engine", described in Patent Application Number 08/926,088

invented by ASSIGNOR; (B) the application for United States patent therefor, signed by ASSIGNOR on 8/22/97, U.S. Patent and Trademark Office Serial Number 08/926,088

Filed 09/02/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 88 % to ASSIGNOR and 2 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States, and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEE'S expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Walter Schmied, May 22, 98
Gregory H. Black

State Alaska
County: Matanuska-Susitna } ss

Subscribed and sworn to before me Borough May 22, 1998
(date)

Nancy J. Bertels
Notary Public



JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to Gregory and Gwendolyn Black ("Assignee") a 2 percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed May 22, 1998;

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION.

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

Date: 3/5/1999

Walter Schmied

Walter Schmied

STATE OF Alaska)
)
) Municipality of) ss.
) Sustutna)
 COUNTY OF Borough)

I certify that I know or have satisfactory evidence that Walter Schmied is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/5/99

Nancy L. Bertels

Signature
 Printed Name: Nancy L. Bertels
 Notary Public
 My appointment expires 6/30/02



ASSIGNEE

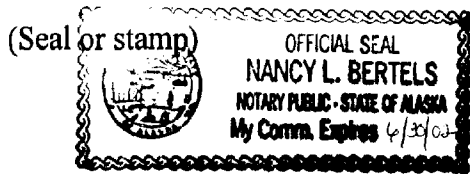
Date: 3/15/99

Gregory H. Black
Name: Gregory H. Black
Title: _____

STATE OF Alaska)
 Matanuska) SS.
COUNTY OF Sustana)

I certify that I know or have satisfactory evidence that Gregory H. Black is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/15/99



Nancy L. Bertels
Signature
Printed Name: Nancy L. Bertels
Notary Public
My appointment expires 6/30/02

JDD:teb

Assignment of Invention and Patent Application

For value received, Three Thousand U.S. Dollars (3,000,--)

Walter Schmied

of P.O. Box 3268, Valdez, AK 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

Roger and Georgia Collin

of 1361 Cameron Rd., Elk Cal. 95432

and her or his successors or assigns (hereinafter ASSIGNEE) 3 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "Internal Combustion Cylinder Engine", described in Patent Application Number 08/926,088

invented by ASSIGNOR. (B) the application for United States patent therefor, signed by ASSIGNOR on 8/22/97 U.S. Patent and Trademark Office Serial Number 08/926,088

Filed 09/02/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 80 % to ASSIGNOR and 3 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States, and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEE'S expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

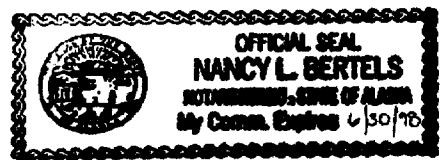
In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Walter Schmied, May 22, 98

State Alaska
County: Matnouska - Justwa Borough } ss

Subscribed and sworn to before me May 22, 1998 (date)

Nancy P. Bertels
Notary Public



Received JUNE 10, 1998
Roger Collin
Georgia Collin

Assignment of Invention and Patent Application

For value received, One Thousand U.S. Dollars (1,000.--)

Walter Schmied

of P.O. Box 3268, Valdez, AK 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

Roger and Georgia Collin

of 1361 Cameron Rd., Elk Cal. 95432

and her or his successors or assigns (hereinafter ASSIGNEE) 1 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "Internal Combustion Cylinder Engine", described in Patent Application Number 08/926,088

invented by ASSIGNOR; (B) the application for United States patent therefor, signed by ASSIGNOR on 8/22/97, U.S. Patent and Trademark Office Serial Number 08/926,088

Filed: 09/02/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 56 % to ASSIGNOR and 1 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Walter Schmied 09/25/98

X Roger Collin

X Georgia Collin

State Alaska

County: Matanuska - Susitna Borough

ss

Subscribed and sworn to before me _____

9/25/98

(date) Nancy L. Bertels
Notary Public



please sign and send back this copy!

Assignment of Invention and Patent Application

For value received, One Thousand U.S. Dollars (1,000.--)

Walter Schmied

P. O. Box 3268, Valdez, AK 99686

of _____
(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

Roger and Georgia Collin

1361 Cameron Rd., Elk cal. 95432

and her or his successors or assigns (hereinafter ASSIGNEE) 1 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "Internal Combustion Cylinder Engine", described in Patent Application Number 08/926,088

invented by ASSIGNOR; (B) the application for United States patent therefor, signed by ASSIGNOR on 8/22/97, U.S. Patent and Trademark Office Serial Number 08/926,088

Filed 09/02/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 53 % to ASSIGNOR and 1 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States, and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

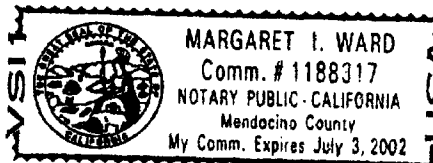
Walter Schmied 1/22/99

State of California
County: of Mendocino } ss

Subscribed and sworn to before me on January 22, 1999
(date)

Margaret S. Ward
Notary Public

SEAL



JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to ROGER AND GEORGIA COLLIN ("Assignee") a 5 percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed MAY 22 '98 / SEPT. 25 '98 / JAN 20, 99

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

Date: April 30 1999

Walter Schmied

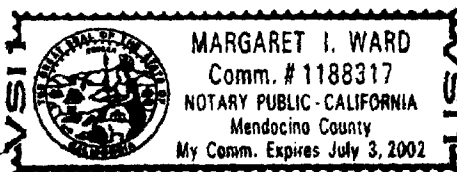
Walter Schmied

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I certify that I know or have satisfactory evidence that Walter Schmied is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 30, 1999

(Seal or stamp)'



Margaret I. Ward
Signature

Printed Name: Margaret I. Ward

Notary Public

My appointment expires July 3, 2002

ASSIGNEE

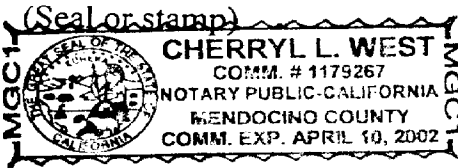
Date: 4/30/99 ^{CYC}

Roger Collin
Georgia Collin
Name: Roger + Georgia Collin
Title: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I certify that I know or have satisfactory evidence that ROGER COLLIN AND GEORGIA COLLIN is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 4-30-99



Cherryl L. West
Signature
Printed Name: CHERRYL L. WEST
Notary Public
My appointment expires 4-10-02

JDD:teb

Assignment of Invention and Patent Application

For value received, Two Thousand U.S. Dollars (2,000.--)

Walter Schmied

of P.O. Box 3268, Valdez, AK 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

Herman A. Dillbeck

of P.O. Box 902, Slana, AK 99586

and her or his successors or assigns (hereinafter ASSIGNEE) 2 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "Internal Combustion Cylinder

Engine", described in Patent Application Number 08/926,088

invented by ASSIGNOR: (B) the application for United States patent therefor, signed by ASSIGNOR on 8/22/97, U.S. Patent and Trademark Office Serial Number 08/926,088;

Filed: 09/02/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 85 % to ASSIGNOR and 2 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Walter Schmied June 9, 1998
Herman A. Dillbeck

State Alaska

County: Matanuska-Susitna Borough } ss

Subscribed and sworn to before me 6/9/98 (date)

Nancy L. Bertels
Notary Public



JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to Herman A. Dillbeck ("Assignee") a 2 percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed June 9, 1998;

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION,

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

ASSIGNEE

Date: Mar 14 99

Herman A. Dillbeck

Name: Herman A. Dillbeck

Title: P.O. Box 902

Stana, AK 99586

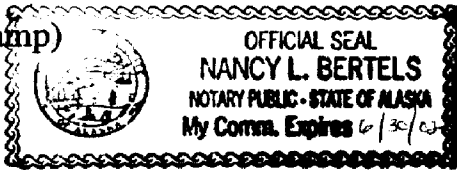
STATE OF Alaska)
Matauskam -) ss.
COUNTY OF Susitna Borough

I certify that I know or have satisfactory evidence that Herman A. Dillbeck is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/14/99

Nancy L. Bertels

(Seal or stamp)



Signature

Printed Name: Nancy L. Bertels

Notary Public

My appointment expires 6/30/02

JDD:teb

Assignment of Invention and Patent Application

For value received, namely 510 shares of common stock of Scientific Motor Works, Inc.
the undersigned, Walter Schmied

of P.O. Box 3268, Valdez, AK 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

Scientific Motor Works, Inc., an Alaska corporation

of P.O. Box 83476, Fairbanks, AK 99708

and her or his successors or assigns (hereinafter ASSIGNEE) 20 % of the following: (A) ASSIGNOR'S
right, title and interest in and to the invention entitled "Internal Combustion Cylinder
Engine", described in Patent Application Number 08/926,088

invented by ASSIGNOR; (B) the application for United States patent therefor, signed by ASSIGNOR on
8/22/97, U.S. Patent and Trademark Office Serial Number 08/926,088;

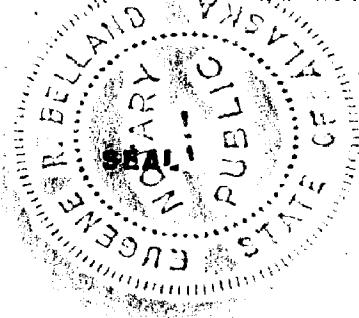
Filed; September 2, 1997 (C) any patent or reissues of any patent that may be granted
thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of
said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number
and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents
and Trademarks to issue any resulting patent(s) as follows: 65 % to ASSIGNOR and 20 %
to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of
ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the
United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights
resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all
papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE
may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United
States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said
patent and reissues and extensions thereof, and ASSIGNEE'S interest therein; and together with a
non-exclusive license to favor of said Assignee to produce & market said invention.
In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Walter Schmied
Walter Schmied - Assignor

State of Alaska
Fourth Judicial District } ss

Subscribed and sworn to before me, on August 31, 1998 by Walter Schmied.



(date) Eugene R. Belland
Notary Public for Alaska
My commission expires July 7, 1999.

JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to Scientific Motor Works, Inc ("Assignee") a 20 percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed Aug 31, 1998;

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

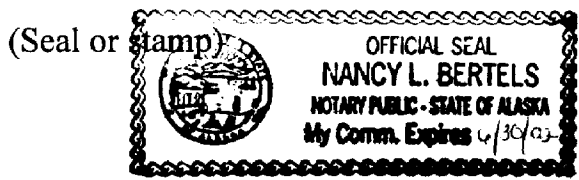
Date: 3/5/1999

Walter Schmier
Walter Schmier *President*

STATE OF Alaska
Mattanuska) ss.
COUNTY OF Sustana *Brooklyne*

I certify that I know or have satisfactory evidence that WALTER Schmier is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/5/99



Nancy L Bertels
Signature
Printed Name: Nancy L Bertels
Notary Public
My appointment expires 6/30/02

ASSIGNEE

Date: March 12/1999

SCIENTIFIC MOTOR WORKS, INC.

BY Name: *Walter Schmid* *President*

Title: WALTER SCHMIED
CORP PRES SMW

STATE OF ALASKA)
4TH JUDICIAL DISTRICT) SS.
~~SECRET~~)

Christina Foster Dix
CHRISTINA FOSTER DIX
CORP SECT SMW

I certify that I know or have satisfactory evidence that WALTER SCHMIED is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument and acknowledged it to be his/~~her~~ free and voluntary act for the uses and purposes mentioned in the instrument, as president of, and on behalf of, Scientific Motor Works, Inc., an Alaska corporation, as the president of said corporation.

Dated: March 12, 1999

Eugene R. Belland

(Seal or stamp)

Signature

Printed Name: Eugene R. Belland

Notary Public for Alaska

My appointment expires July 7, 1999.

JDD:teb

STATE OF ALASKA)
4TH JUDICIAL DISTRICT)

The foregoing Joint Patent Right Agreement was also acknowledged before me on this 12th Day of March, 1999, by CHRISTINA FOSTER DIX, as secretary of SCIENTIFIC MOTOR WORKS, INC., an Alaska corporation, on behalf of such corporation, the assignee therein.

Eugene R. Belland

Eugene R. Belland

Notary Public for Alaska

My commission expires July 7, 1999.

Assignment of Invention and Patent Application

For value received, One U.S. Dollar (1,--)

Walter Schmied

P.O. Box 3268, Valdez, AK 99686

of _____

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

Jim and Carol Graham

of Rt. 1 Box 459, Bonners Ferry, Idaho

and her or his successors or assigns (hereinafter ASSIGNEE) 2 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "Internal Combustion Cylinder Engine", described in Patent Application Number 08/926,088

invented by ASSIGNOR: (B) the application for United States patent therefor, signed by ASSIGNOR on 08/22/97, U.S. Patent and Trademark Office Serial Number 08/926,088;

Filed: 09/02/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 54 % to ASSIGNOR and 2 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States, and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Walter Schmied 09/25/98

X Jim Graham
Carol A. Graham

State Alaska

County: MATADUSKA - JUSTICE BOROUGH } ss

Subscribed and sworn to before me 9/25/98
(date)

Nancy J. Bertels
Notary Public



Walter J. Whalen
Expires Nov 11, 2000
County of Boundary
State of IDAHO

please sign + send back

FOR JIM GRAHAM AND CAROL GRAHAM signed 10-02-98
BONNERS FERRY, ID

JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to Jim and Carol Graham ("Assignee") a 2 percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed 9/25/98;

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION.

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

Assignment of Invention and Patent Application

For value received, Three Thousand U.S. Dollars (3,000.--)

Walter Schmied

of P.O. Box 3268, Valdez, Ak 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

Joseph P. Kilian Jr.

of P.O. Box 1947, Valdez, Ak 99686

and her or his successors or assigns (hereinafter ASSIGNEE) 3 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "Internal Combustion Cylinder Engine", described in Patent Application Number 08/926,088

invented by ASSIGNOR; (B) the application for United States patent therefor, signed by ASSIGNOR on 08/22/97, U.S. Patent and Trademark Office Serial Number 08/926,088;

Filed: 09/02/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows: 57 % to ASSIGNOR and 3 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States; and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below.

Walter Schmied 09/25/98

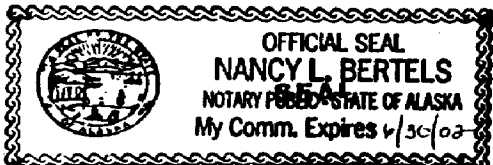
Joseph P. Kilian Jr.

State Alaska

County: Matanuska- Susitna Borough } ss

Subscribed and sworn to before me 9/25/98

(date) Nancy P. Bertels
Notary Public



JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to Joseph P. Kilian Jr. ("Assignee") a 3 percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed 9/25/98;

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION.

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

Date: 3/5/1999

Walter Schmied

Walter Schmied

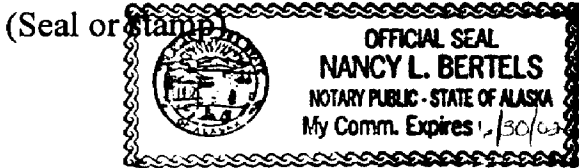
STATE OF Alaska)
Matanuska -) ss.
COUNTY OF Sustina)
District

I certify that I know or have satisfactory evidence that Walter Schmied is the person who appeared before me, and said person acknowledged that he/she signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 3/5/99

Nancy L. Bertels

Signature
Printed Name: Nancy L. Bertels
Notary Public
My appointment expires 6/30/02



Assignment of Invention and Patent Application

For value received, Ten THOUSAND U.S. DOLLARS (\$10,000.00)

WALTER Schmied

of P.O. Box 3268 VALDEZ, ALASKA 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

MICHAEL JOLLIFFE

of 22000 PETALUMA AVE. FORT BRAGG, CALIFORNIA

and her or his successors or assigns (hereinafter ASSIGNEE) 2 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "

Internal Combustion Cylinder Engine

invented by ASSIGNOR; (B) the application for United States patent therefor, signed by ASSIGNOR on 8/25/97, U.S. Patent and Trademark Office Serial Number 08/926088;

Filed 9/2/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows. 47 % to ASSIGNOR and 2 % to ASSIGNEE (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States, and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEES expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below

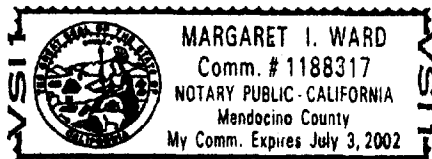
Walter Schmied 1/22/99

State of California }
County: of Mendocino } ss

Subscribed and sworn to before me on January 22, 1999
(date)

Margaret I. Ward
Notary Public

SEAL



JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to MICHAEL JOLLIFFE ("Assignee") a TWO percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed JANUARY 22, 1999:

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

Date: April 30 1999

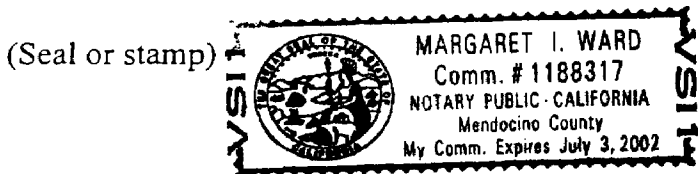
Walter Schmied

Walter Schmied

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I certify that I know or have satisfactory evidence that Walter Schmied is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 30, 1999



Margaret I. Ward
Signature

Printed Name: Margaret I. Ward

Notary Public

My appointment expires July 3, 2002

ASSIGNEE

Date: APRIL 30, 1999

Name: MICHAEL JOLLIFFE

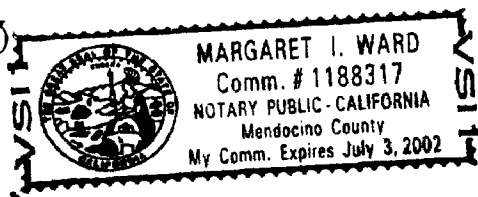
Title: *Michael Joliffe*

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I certify that I know or have satisfactory evidence that Michael Joliffe is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 30, 1999

(Seal or stamp)



Margaret I. Ward
Signature

Printed Name: Margaret I. Ward

Notary Public

My appointment expires July 3, 2002

JDD:teb

Assignment of Invention and Patent Application

For value received, Ten THOUSAND U.S. DOLLARS (\$10,000.00)

WALTER Schmied

of P.O. Box 3268 VALDEZ, ALASKA 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

LandBank Properties, Inc.

of Post Office Box 186, Mendocino, CA 95460

and her or his successors or assigns (hereinafter ASSIGNEE) 2 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled "

Internal Combustion Cylinder Engine

invented by ASSIGNOR; (B) the application for United States patent therefor, signed by ASSIGNOR on 8/25/97, U.S. Patent and Trademark Office Serial Number 08/926088

Filed : 9/2/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows. 49 % to ASSIGNOR and 2 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States, and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEE'S expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below

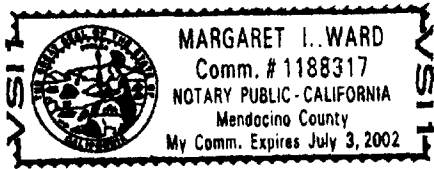
Walter Schmied 1/22/99

State of California }
County: of Mendocino } ss

Subscribed and sworn to before me on January 22, 1999

(date)
Margaret J. Ward
Notary Public

SEAL



JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to LandBank Properties, Inc. ("Assignee") a 2 percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed January 22, 1999;

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

Date: April 20 1999

Walter Schmie

Walter Schmie

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO)

I certify that I know or have satisfactory evidence that Walter Schmie is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 30, 1999

(Seal or stamp)



Margaret I. Ward

Signature
Printed Name: Margaret I. Ward
Notary Public
My appointment expires July 3, 2002

ASSIGNEE

Date: April 30, 1999

LandBank Properties, Inc.

Name: Patrick J. Saville

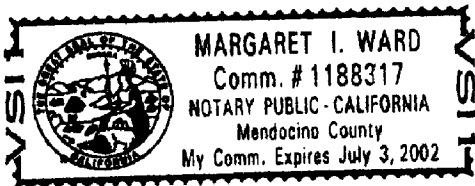
Title: President

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO

I certify that I know or have satisfactory evidence that Patrick J. Saville is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 30, 1999

(Seal or stamp)



Margaret I. Ward

Signature

Printed Name: Margaret I. Ward

Notary Public

My appointment expires July 3, 2002

JDD:teb

Assignment of Invention and Patent Application

For value received, Ten THOUSAND U.S. Dollars (\$10,000.00)

WALTER Schmied

of P.O. Box 3268 VALDEZ, ALASKA 99686

(hereinafter ASSIGNOR), hereby sells, assigns, transfers, and sets over unto _____

THE KEARNEY LIVING TRUST DATED MAY 27, 1997

of P.O. Box 1299 Mendocino, Ca 95460

and her or his successors or assigns (hereinafter ASSIGNEE) 2 % of the following: (A) ASSIGNOR'S right, title and interest in and to the invention entitled _____

INTERNAL Combustion CYLINDER ENGINE

invented by ASSIGNOR. (B) the application for United States patent therefor, signed by ASSIGNOR on 8/25/97, U.S. Patent and Trademark Office Serial Number 08/926088

Filed: 9/2/97 (C) any patent or reissues of any patent that may be granted thereon; and (D) any applications which are continuations, continuations-in-part, substitutes, or divisions of said application. ASSIGNOR authorizes ASSIGNEE To enter the date of signature and/or Serial Number and Filing Date in the spaces above. ASSIGNOR also authorizes and requests the Commissioner of Patents and Trademarks to issue any resulting patent(s) as follows. 51 % to ASSIGNOR and 2 % to ASSIGNEE. (The singular shall include the plural and vice-versa herein.)

ASSIGNOR hereby further sells, assigns, transfers, and sets over unto ASSIGNEE, the above percentage of ASSIGNOR'S entire right, title and interest in and to said invention in each and every country foreign to the United States, and ASSIGNOR further conveys to ASSIGNEE the above percentage of all priority rights resulting from the above-identified application for United States patent. ASSIGNOR agrees to execute all papers, give any required testimony and perform other lawful acts, at ASSIGNEE'S expense, as ASSIGNEE may require to enable ASSIGNEE to perfect ASSIGNEE'S interest in any resulting patent of the United States and countries foreign thereto, and to acquire, hold, enforce, convey, and uphold the validity of said patent and reissues and extensions thereof, and ASSIGNEE'S interest therein.

In testimony whereof ASSIGNOR has hereunto set its hand and seal on the date below

Walter Schmied 1/22/99

State of California

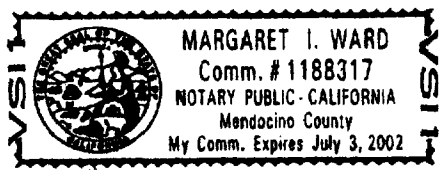
County: of Mendocino

} ss

Subscribed and sworn to before me on January 22, 1999

(date)
Margaret J. Ward
Notary Public

SEAL



JOINT PATENT RIGHT AGREEMENT

WHEREAS, Walter Schmied ("Assignor") has assigned to THE KEARNEY LIVING TRUST - May 27 1997 ("Assignee") a 2 percent undivided ownership interest in U.S. Patent Application Serial No. 08/926,088, entitled INTERNAL COMBUSTION CYLINDER ENGINE, in an assignment document executed 1/22/99:

WHEREAS third parties may also have been assigned or may also be assigned ownership interests in said patent application by virtue of separate agreements; and

WHEREAS Assignor and Assignee are desirous of mutually agreeing on controls of the rights to make, use, sell and offer to sell the invention disclosed and claimed in said application and share in the proceeds resulting from said invention, said application, and all continuations of said application, and patents issuing therefrom on said invention;

NOW THEREFORE, in consideration of the obligations of the respective parties hereinafter set forth, Assignor and Assignee agree as follows:

I. DEFINITIONS

1. "Invention" shall mean the invention disclosed in said application, all continuations of said application and patents issuing therefrom.

2. "Net Proceeds" shall mean all consideration resulting from said Invention, including, but not limited to:

(i) all royalties generated from agreements or licenses to third parties to make, use, sell, or offer to sell said Invention, less the cost, including attorneys' fees, to draft, negotiate and finalize said agreements or licenses; and

(ii) net income received from the manufacture, use, sale or offer to sell said Invention as defined by generally accepted accounting principles.

3. "Majority of Ownership" shall mean an ownership interest in said Invention of a party or group of parties totaling fifty-one percent (51%) or greater.

II. GRANT

1. Assignor hereby agrees to pay to Assignee a percentage of Net Proceeds, equal to Assignee's percent ownership in said Invention and in accordance with the payment schedule of Section III herein.

2. Subject to consent of the Majority of Ownership interest in said Invention, each assignee may sell, assign, or transfer onto a third party an ownership interest in said Invention equal to or less than Assignee's said percent ownership interest in said Invention, wherein consent of Majority of Ownership will not be unreasonably withheld.

3. A Majority of Ownership interest in said Invention is required to:

(i) License said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Exclude others from making, using, selling, or offering to sell said Invention; or

(iii) To make, use, sell or offer to sell said Invention.

4. So long as Assignee owns or controls less than a Majority of Ownership interest in said Invention, said Assignee is prohibited from:

(i) Licensing said Invention to third parties the right to make, use, sell, or offer to sell;

(ii) Excluding others from making, using, selling, or offering to sell said Invention and all applications and patents on said Invention; or,

(iii) Making, using, selling or offering to sell said Invention.

III. PAYMENTS

1. The party or group of parties having a Majority of Ownership interest shall, within sixty (60) days after each calendar year, render a written report to each party, with accompanying payment for Net Proceeds in accordance with Section II herein, indicating the quantity, the price of said Invention sold and the expenses associated with said sale, during the calendar year. If no royalty is due for the calendar year, the report shall so state.

2. The party or group of parties having a Majority of Ownership interest shall keep true books of account adequate to establish payments for Net Proceeds due hereunder and are to be kept according to generally accepted accounting principles, and the party or group of parties having a Majority of Ownership interest shall make the books available for inspection by representatives of Assignor and Assignee(s) to the extent necessary for determining the completeness and accuracy of such payments for Net Proceeds and other information for period of seven (7) years.

IV. TERM AND TERMINATION

1. This agreement shall terminate upon expiration of the last expiring patent licensed hereunder; however, in no event shall the party or group of parties having a Majority of Ownership interest be obligated to pay any payment for Net Proceeds under this agreement after each the expiration of any patent licensed herein, or the holding invalid by a court of competent jurisdiction of any claim covering said Invention assigned hereunder, or the holding of noninfringement by a court of competent jurisdiction of said Invention that is substantially the same as said Invention assigned hereunder.

2. Either Assignor or Assignee may cancel this agreement at any time, after written notice to the other, for breach or default (including failure to make any payment for Net Proceeds when due) on the part of the other, unless the defaulting party has remedied such breach or default within thirty (30) days after such notice.

V. MISCELLANEOUS

1. If any of the provisions or portions thereof of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, to be deemed omitted. Otherwise, the remaining part or parts of this agreement shall be enforced and fully performed.

2. This agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the state of Washington. Any controversy or claim arising out of or relating to this agreement, or the default or breach thereof, will be finally settled in a court of

competent jurisdiction located within the state of Washington. In the event of adjudication of any dispute, whether by arbitration or judicially, the prevailing party will be entitled to reasonable adjudication costs, attorneys' fees and collection costs, including any appeals, as may be set by the adjudicator in such proceeding.

3. This agreement and earlier executed Assignment constitutes the entire agreement between the parties and supersedes all prior and/or contemporaneous written or oral agreements. Any changes or modifications to this agreement must be in writing and executed by each party in order to be binding.

IN WITNESSES THEREOF, Assignor and Assignee have caused these presents to be signed by their respective corporate officers hereunto duly authorized.

ASSIGNOR

Date: April 30, 1999

Walter Schmied
Walter Schmied

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO

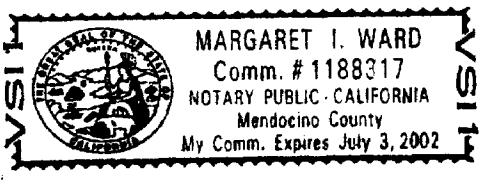
I certify that I know or have satisfactory evidence that Walter Schmied is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 30, 1999

Margaret I. Ward
Signature

Printed Name: Margaret I. Ward
Notary Public
My appointment expires July 3, 2002

(Seal or stamp)



ASSIGNEE

Date: 4/30/99

Name: KEN KEARNEY

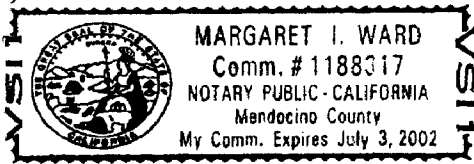
Title: [Signature]

STATE OF CALIFORNIA)
) ss.
COUNTY OF MENDOCINO

I certify that I know or have satisfactory evidence that Ken Kearney is the person who appeared before me, and said person acknowledged that he/~~she~~ signed this instrument and acknowledged it to be his/her free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: April 30, 1999

(Seal or stamp)



Margaret I. Ward
Signature

Printed Name: Margaret I. Ward

Notary Public

My appointment expires July 3, 2002

JDD:teb