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To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

Name of conveying party(ies):

Maurice Mitchell

Name and address of receiving party:

Joseph J. Zito (dba: ZITO tlp) Name:

26005 Ridge Road Street Address:

Suite 203

Damascus, Maryland 20872

Nature of conveyance:

Assignment of 1/3 interest in patent

4. Title:

Microcomputer with Disconnected, Open, Independent, Bimemory

- Application number(s) or patent number(s): 5. 4,875,154
- Name and address of party to whom correspondence concerning document should be mailed:

Joseph J. Zito ZITO tlp 26005 Ridge Road, Suite 203 Damascus, Maryland 20872

- 7. Total number of applications and patents involved: 1
- 8.
- Statement and signature.

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.

<u> Joseph J. Zito</u>

Name of Person Signing

Date:

Registration No. $3\lambda,\mathcal{O}$

Total number of pages including cover sheet, attachments, and documents:

09/06/2000 JSHRBRZZ 00000156 4875154

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PATENT REEL: 011035 FRAME: 0773

CONTRACT FOR LEGAL SERVICES

FOR PATENT LITIGATION

Mr. Mitchell does hereby retain the law firm of Levy, Zito & Nalls, (hereinafter refereed to as LZ&N) to represent Mr. Mitchell concerning all claims he may have against all other persons, firms, organizations, or corporations, in connection with possible infringement of U.S. Patent No. 4,875,154.

Mr. Mitchell agrees to pay LZ&N for services a total professional fee of 1/3 of any and all amounts recovered, whether by way of compromise or by actual litigations, from any source. Mr. Mitchell retains control over the final decision to accept or reject any settlement.

LZ&N agrees to assist the investigation and adjustment (negotiation and attempt settlement before litigation) of Mr. Mitchell's claims, and to undertake the prosection of law suits, if necessary, to recover whatever damages or other compensation may be found to be due on account of said claims. LZ&N is not obligated to look for, or search out, infringers or information relating thereto. Mr. Mitchell agrees to do this to a reasonable degree. The foregoing contingent fee applies to monies received from any sale, transfer or other disposal of the patent by Mr. Mitchell. Mr. Mitchell agrees to cooperate with LZ&N as requested, in locating witness, securing testimony and in any other manner desired. Mr. Mitchell expressly agrees that no effort will be made to induce any witness to color his or her testimony, testify falsely or unfairly, or in any other manner interfere with securing a fair and impartial trial.

Mr. Mitchell understands that LZ&N will divide the professional fees between them according to a separate agreement to be reached by them. Said separate agreement will not result in any additional cost to Mr. Mitchell.

If no recovery is obtained, no attorneys' fees shall be payable. Associate counsel (with the exception of local counsel as necessary) may be employed at the discretion and expense of LZ&N without any increase in the attorneys' fees to be paid by Mr. Mitchell. All necessary and reasonable costs for local counsel shall be treated as an expense to be paid by Mr. Mitchell. Such local counsel expense shall be minimized to the extent possible by both parties.

In the event that Mr. Mitchell unilaterally decides to terminate the litigation, LZ&N will compensated for time expended at LZ&N's preferred hourly rate of \$175.00.

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If Mr. Mitchell decides to dismiss LZ&N and to proceed with the litigation pro se or through engagement of substitute counsel, LZ&N shall be fully compensated under the original terms of compensation of this agreement. In the event of dismissal of LZ&N, LZ&N may elect to be compensated for time expended at LZ&N's regular hourly rate of \$175.00, in lieu of compensation under the original terms of this agreement.

LZ&N may in its sole discretion, withdraw at any time from the case. In the event that LZ&N unilaterally decides to terminate representation, Mr. Mitchell will be afforded sufficient time to engage substitute counsel, which under no circumstances shall be less than 90 days. Mr. Mitchell shall owe no fees to LZ&N in the event of unilateral termination by LZ&N and LZ&N shall continue all necessary work during the 90 day period.

Mr. Mitchell understands that LZ&N may not ethically bear the cost of litigation for Mr. Mitchell. Mr. Mitchell therefore agrees to promptly remit payment for costs as incurred, regardless of any settlement or judgement obtained. "Costs" shall include, but not be limited to, expenditures for filing fees, subpoena and deposition fees, transcript, reporter's appearance, investigation fees, reproduction and copying costs, witness fees, long-distance telephone calls, postage, travel, and all disbursements necessary for the proper performance of legal services.

No representation has been made to Mr. Mitchell as to what amount, if any, Mr. Mitchell may be entitled to recover in this case.

This Agreement has been explained to Mr. Mitchell and he has had an adequate opportunity to discuss any questions with LZ&N.

VITNESS THEREOF, the parties have set their hands and seals this $\frac{9}{9}$ day of

By: Joseph J. Zito

For: Levy, Zito & Nalls

Maurice Mitchell

PATENT **RECORDED: 08/11/2000** REEL: 011035 FRAME: 0775