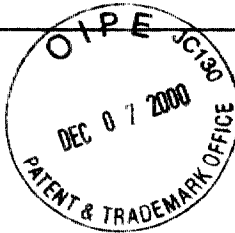


FORM PTO-1619A
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William Sondericker
Name of Person Signing

W. Sondericker, Pres.
Signature

11-28-00
Date

AGREEMENT

This Agreement is made this 27th day of November, 2000 ("Effective Date"), by and between MICRO COMPUTER PATENT CORPORATION ("Purchaser") and William A. Homyk ("Seller").

RECITALS

A. Seller is the owner of the patent having Patent Number 4,851,185 for Radiation shielding method and apparatus (the "Patent").

B. Seller desires to sell the Patent and all of the rights, title and interest in, to and under the Patent ("Patent Rights") to Purchaser, and Purchaser desires to purchase the Patent Rights from Seller.

NOW THEREFORE, for good consideration, receipt of which is hereby acknowledged by Seller, the parties agree as follows:

1. Transfer of Patent. Seller hereby sells, transfers and assigns to Purchaser the Patent Rights free and clear from any lien or encumbrance of any kind to be held by and for the exclusive use and benefit of Purchaser, its successors, assigns and legal representatives, to the full end of the term for which said patent is granted as fully and entirely as the same would have been held by Seller has this transfer not been made.

2. Purchase Price; Resale.

a. In consideration of the Seller transferring and assigning the Patent Rights to Purchaser, Purchaser shall pay Seller FIVE THOUSAND DOLLARS (\$5,000.00) ("Purchase Price") in cash or bank check upon receipt of all of the items listed in Section 4 below.

b. In addition to the above consideration, if Purchaser transfers the Patent Rights to a third party for an amount greater than the Purchase Price ("Profit"), Purchaser shall pay to Seller 50% of the Profit from such resale.

3. Representations and Warranties of Seller. Seller represents and warrants that:

a. The Seller is the sole inventor of the Patent.

b. The Patent is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and there is no litigation or proceeding pending concerning the validity or enforceability of the Patent.

c. No claim has been made that the use of the Patent does or may violate the rights of any third person, and to the best of the Seller's knowledge the Patent does not infringe the rights of others.

d. The Seller is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Patent, free and clear of any liens, charges, encumbrances and adverse claims, including without limitation pledges, assignments, licenses, shop rights and covenants by the Seller not to sue third persons.

e. The Seller has the unqualified right to enter into this Agreement and perform its terms.

4. Execution of Additional Documents. Seller shall execute and deliver to Purchaser such assignments and other documents as may be necessary to effectuate and evidence the transfer and assignment of the Patent to the Purchaser, including the original Patent. The above items will be faxed to Purchaser on the date of execution of this Agreement. The originals of the above items will be federal expressed to Purchaser on the date of execution of this Agreement. Purchaser's address and facsimile number for the foregoing purposes is: Micro Computer Patent Corporation, 270 Commerce Drive, Rochester, New York 14623, Attn: William Sondericker. Fax no. 716-359-4690.

5. Resale. It is understood by the Seller that Purchaser may or may not be successful in reselling the Patent and Purchaser shall have no obligation to Seller in the event the Patent is not resold for any reason.

6. Entire Agreement/Amendment. This Agreement constitutes the entire agreement between the parties. This Agreement shall not be altered or amended except by an agreement in writing signed by the parties hereto or their successors and assigns.

SELLER:

William A. Homyk

Print Name: William A. Homyk

BUYER:

MICRO COMPUTER PATENT CORPORATION

By: [Signature]

Title: President

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