

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this correspondence is being transmitted herewith via facsimile transmission to Telephone No. (703) 306-5995 on the date indicated below and is addressed to: MAILSTOP ASSIGNMENTS, Commissioner for Patents, P.O. Box 1450, Alexandria VA 22313-1450.
 Date of Transmission: January 28, 2004


 Selena Whitaker-Paquet

Attorney Docket No. 13328.1001
 PATENT

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: **George Lawrence STORM**

Patent No. : **US 6,601,677 B1**
 Issue Date : **August 5, 2003**
 Serial No. : **09/648,773**
 Filed : **August 28, 2000**
 For : **CONVERTIBLE LIFT MECHANISM HAVING
 A NUMBER OF RETRACTABLE STAIRS WITH
 A LIFT PLATFORM POSITIONED THEREUNDER**

ASSIGNMENT TRANSMITTAL LETTER

TO THE COMMISSIONER FOR PATENTS:

1. Name of conveying party(ies):

George Lawrence STORM

2. Name and address of receiving party(ies):

VERTICAL MOBILITY, LLC
 3660 Dayton Park Drive
 Dayton, OH 45414
 U.S.A.

3. Nature of conveyance:

- Assignment
- Change of Name
- Other: **Separation Agreement**

Execution date: **September 13, 2000**

4. U.S. Patent No.: **US 6,601,677 B1**, issued **August 5, 2003**

5. Please direct all correspondence concerning this Assignment to **Ann W. Speckman** at SPECKMAN LAW GROUP, 1501 Western Avenue, Suite 100, Seattle, Washington 98101.

6. Total number patents or applications involved: 1.
7. Total fee: \$40.00.
 A check for \$40.00 in payment of the assignment recording fee is enclosed.
 The \$40.00 fee for recording this assignment is included in the check for \$00.00 submitted herewith.
8. **Please charge our Deposit Account No. 19-3555 in the amount of \$40.00.**
 The Commissioner is hereby authorized to charge any additional fees, which may be required in connection with the filing of these papers, or credit any overpayment, to Account No. 19-3555.
9. The information contained on this transmittal letter is true and correct to the best of the knowledge and belief of the person signing below.

Respectfully submitted,

By: _____


Ann W. Speckman
Registration No. 31,881

Total number of pages comprising transmittal letter: 2

Date: January 28, 2004
SPECKMAN LAW GROUP
20601

SEPARATION AGREEMENT

This Separation Agreement is entered into by and between **GEORGE L. STORM** (hereinafter referred to as "Employee") and **VERTICAL MOBILITY, LLC**, an Ohio limited liability company (hereinafter referred to as the "Company").

WHEREAS, Employee has certain legal and/or equitable ownership interests in the Company; and

WHEREAS, Employee had been working as an "at will" employee with the Company until August 31, 2000; and

WHEREAS, Employee desires to sell and the Company desires to redeem and own all of the ownership interests of the Company owned by Employee, as well as any and all equitable ownership in the Company owned by Employee; and

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein (receipt of which is acknowledged by the parties to this Agreement); Employee and the Company agree as follows:

I. TERMINATION OF EMPLOYMENT

- A. The parties, upon execution of this Agreement, hereby terminate Employee's employment with the Company.
- B. Employee, contemporaneous with the execution of this Agreement shall submit his resignation effective immediately from the Board of Directors of the Company and shall resign from any and all positions with the Company and shall remove his name from all banking accounts.
- C. Upon the execution of this Agreement, all of Employee's employee benefits shall terminate unless Employee specifically elects to renew such coverage as provide by COBRA. Further, any obligations (other than set forth in this Agreement) owed to Employee by the Company shall be considered fully satisfied by this Agreement. Any obligations previously paid by the Company for Employee shall cease as of the date of this Agreement (i.e., auto coverage, life insurance, as well as any and all employee benefits provided to Employee by the Company).

II. STOCK AND EQUITY REDEMPTION

Employee hereby transfers and assigns Employee's shares in the Company, which represents One Hundred Percent (100%) of Employee's stock interest in the Company, and with the execution of this Agreement, Employee hereby agrees to have transferred to the Company any and all equitable interests he may have in the Company.

Employee, to the best of his knowledge and belief, represents and warrants to the Company for the benefit of the Company and its Members as of the date hereof as follows:

1. That Employee owns his ownership interest in the Company free and clear of all adverse claims, liens and encumbrances and that there are no warrants, right or options outstanding to purchase any of his ownership interest or any right or interest therein;
2. That the execution, delivery and performance of this Agreement by Employee will not violate or conflict with the terms and condition of any agreement, contract, commitment, indenture, injunction, decree, order or the like to which Employee or his ownership interest are subject or by which the Employee is bound; and
3. That this Agreement constitutes a valid, legal and binding obligations of Employee enforceable in accordance with its terms except as such enforceability may be limited by insolvency, bankruptcy or other laws affecting enforcement of creditor's rights or limitations on the applicability of equitable remedies.

The Company hereby represents and warrants to Employee as of the date hereof and as of the date of closing, as follows:

1. Organization and Standing. It is duly organized, validly existing and in good standing under the laws of the State of Ohio, with all requisite power and authority to carry on its business as now conducted, and to enter into and perform the terms of this Agreement.
2. Authority. This Agreement has been duly authorized, executed and delivered by the Company, and no further action is necessary on the part of the Company to make this Agreement valid and binding upon the

Company in accordance with its terms. The execution, delivery and performance of this Agreement by the Company will not constitute a breach or violation of any of the terms or provisions of the article of organization or operating agreement of the Company, or any other agreements or commitments by which the Company may be bound.

3. Bankruptcy and Other Litigation. There is no action, suit, bankruptcy proceeding or other proceeding pending before any court or governmental agency, authority or body relating to the Company.
4. Governmental or Regulatory Authority and Consents. No governmental or regulatory consent, order, administrative approval or other action is necessary in connection with the execution, delivery and/or consummation of this Agreement by the Company.
5. Full Disclosure. No representations or warranty of the Company contained in this Agreement, including any schedule attached hereto, contained or will contain any untrue statement of a material fact, or will omit a material fact necessary to make the statements contained therein not misleading.

III. CONSIDERATION

The Company, as full consideration and compensation, agrees to pay the following sums to Employee:

1. With the execution of this Agreement, the Company shall pay to Employee the sum of Twenty Two Thousand Five Hundred Dollars (\$22,500.00), from which amount shall be deducted any and all appropriate federal, state and/or local income taxes as so determined by the Company's certified public accountant.
2. Beginning January 1, 2001, the Company agrees to pay to Employee one percent (1%) of the Company's cash receipts generated from the net cash sales (i.e. gross sales less any applicable returned items and less all sales taxes) on the first One Thousand (1,000) lifts and/or witness stands sold by the Company (said lifts and witness stands being hereinafter referred to as the "Units"). The Company shall pay such one percent (1%) commission to Employee within fifteen (15) days of the close of each such successive calendar quarter until the Company has sold One Thousand (1,000) of the Units. The Company with each such payment shall provide Employee with

accounting records showing the number of Units sold and the cash received by the Company from such sales. Employee may have the Company's accounting records reviewed by Employee (or Employee's accountant) at Employee's expense, at the convenience of the Company and during normal business hours. If any such examination discloses that any amounts are unpaid and due Employee, then the Company shall immediately pay the amount to Employee with interest at Eight percent (8%) from the due date. In addition, the Company shall in such an event pay all reasonable fees incurred by Employee in such an examination. In the event such an examination discloses that any amounts are due the Company, then Employee shall forthwith remit any such sums to the Company.

3. With the execution of this Agreement, the Company and Employee hereby acknowledge and agree that Employee has received certain tools, parts, equipment, software, a computer system, monitor, a laptop and certain other items of tangible personal property and the Company makes no claim to such assets and Employee hereby states that he has no claim to any other personal property and/or computers and/or software owned by the Company.

IV. PATENTS AND CERTAIN INTELLECTUAL PROPERTY

- A. The parties to this Agreement acknowledge that the Company owns two (2) patents, has one (1) application in the "published" status has one (1) patent in "pending" status and has four (4) concepts which have not been filed. All of such items are detailed in Exhibit I, which is attached hereto and incorporated herein by reference and are collectively referred to as the "Intellectual Property".
- B. Employee, with the execution of this Agreement, agrees to be legally obligated to assign all such "Intellectual Property" to the Company, and to further execute any and all documents required by the U.S. Patent Office (or reasonably requested by patent counsel for the Company) to consummate such assignments. Employee agrees to take all reasonable steps to return any and all such assignment documentation and related transfer documents to the Company within ten (10) business days of receipt by Employee.

Employee also agrees to assign to the Company any patents applied for by the Company based on the "Intellectual Property" as well as any other patentable items after the execution of this Agreement that are developed by the Company with respect to any concepts developed by Employee while he was employed by the Company.

The parties to this Agreement recognize that Employee, after the date of this Agreement, may develop new concepts, ideas and/or patentable rights related to handicap access (all such items being collectively referred to as a "New Concept"). Employee specifically agrees that for a period of time beginning with the execution of this Agreement and continuing for five (5) years, or the royalty period described in Section II A (2), whichever is longer, that the Company shall receive notice and full disclosure by Employee of any such New Concept. After full disclosure of any such New Concept to the Company by Employee, then the Company for a period of time being not less than One Hundred Eighty (180) days, shall have the exclusive right to determine whether or not it desires to accept and/or reject each such New Concept. If a New Concept is rejected by the Company, then Employee shall have the right to market each such New Concept free and clear of any claim of the Company. If, however, the Company decides to accept a New Concept, then the Company and Employee shall mutually agree on a royalty payment. If the Company and Employee are unable to agree on a royalty payment amount, then the matter shall be submitted to arbitration as detailed in this Agreement.

- D. If a New Concept is accepted and if the Company asks Employee to perform certain prototype documentation services, or any related consulting for the Company, then the parties to this Agreement shall mutually agree upon such terms, compensation and conditions.
- E. Further, if any New Concept that is accepted by the Company is not in production with in Thirty (30) months after each such acceptance, then the Company shall forthwith tender to Employee, all rights to each such New Concept, including but not limited to its plans, drawings, mock-ups and all of the specifications related to such New Concept. Further, the Company agrees that if any of the items that are currently being produced by the Company are discontinued for more than Thirty (30) months, then the Company shall forthwith tender to Employee all rights to each such discontinued item, including but not limited to its plans, drawings, mock-ups and all of the specifications related to such discontinued item.
- F. Additionally, in the event the Company should go out of business for any reason, and not establish or restart a new operation using any of the "Intellectual Property" and/or any of the New Concepts, then all such assets shall be sold to Employee upon mutually agreeable terms and conditions prior to any sale to any third party.

V. INDEMNIFICATION

- A. The Company agrees to indemnify and hold Employee harmless from and against any and all obligations of the Company arising after the date of this Agreement including tax liabilities, open accounts, debts of every sort and any and all damages, liabilities or obligations of the Company's continued operation.
- B. Employee agrees to indemnify and hold harmless the Company from and against any and all damages, liabilities or obligations arising out of or related to any breach by Employee of Employee's representations or warranties contained in this Agreement.

VI. NON-COMPETE AND CONFIDENTIALITY COVENANT

- A. Employee agrees that for a period of time beginning with the date of the execution of the Agreement and continuing until One Thousand (1,000) Units are sold by the Company, or Three (3) years, whichever event is the first to occur. Employee shall not directly or indirectly whether as an officer, director, shareholder, partner, joint venturer, limited partner, sold proprietor, lender, consultant or employee of a business located in any of the Fifty (50) states of the United States of America or in any of the provinces of Canada, engage in any business in the same or substantially the same line of business as the Company, solicit, attempt to hire any employee of the Company or call on, solicit or contract for business purposes any customer or prospect reasonably likely to become a customers of the Company as of the date of this Agreement.
- B. Employee recognizes and acknowledges that all non-public information pertaining to the affairs, business, clients, customers and other relationships of the Company including, without limitation, design and specification and all aspects of various convertible lifting devises and all related systems and programs, customer lists, pricing and marketing strategies, product specifications, etc. (hereinafter referred to as the "Proprietary Information") as confidential and a unique and valuable asset of the Company. Employee agrees to keep confidential all Proprietary Information either created by Employee while an employee of the Company or which Employee came into contact by reason of his employment with the Company. Employee further agrees not to release, disclose or provide such Proprietary Information to any person, partnership, corporation, or other entity of any kind unless the Company gives its priors written consent or the Proprietary Information has entered the public domain through causes outside of Employee's control.

VII. RELEASES

- A. In consideration of the amount paid in accordance with this Agreement, Employee agrees for himself, his heirs, representatives, successors and assigns to waive, release and forever discharge the Company, including its officers, agents, shareholders, insurers, reinsurers, successors and assigns from any and all claims, rights, causes of action, including without limitation claims under the Employment Agreement, Title VII of the Civil Rights Act of 1964, the Age Discrimination and Employment Act, the Employment Retirement Income Security Act, the Fair Labor Standards Act and any similar federal, state or local laws, any demands, liens, agreements, promises, suits, obligations, controversies, debts, costs, liens, agreements, promises, suits, obligations, controversies, debts, costs, expenses, damages, judgments, orders and liabilities of whatever kind or nature at law, equity or otherwise, whether known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden which have existed or may exist or which do exist or hereafter can, shall or may exist arising out of or relating to Employee's employment with the Company and Employee's ownership in the Company.
- B. This release includes all claims under the Age Discrimination and Employment Act and therefore pursuant to the requirements of said Act, Employee acknowledges (i) Employee has been advised that this release includes, but is not limited to all rights and claims arising under the Act up to and including the date of execution of this release but does not waive rights or claims that may arise after the date of execution; (ii) Employee has consulted with an attorney of his own choosing concerning his rights and obligations under this Agreement; (iii) Employee has fully considered this release before executing it and has been afforded ample time and opportunity to do so; and (iv) this release shall become effective and enforceable with the signing of this Agreement.
- C. Except for the various duties and obligations contained in this Agreement, the Company and its owners for themselves, their heirs, representatives, successors and assigns waive, release and forever discharge Employee including his agents, successors and assigns from any and all claims, rights, causes of action, including without limitation any employment claims, any demands, liens, agreements, promises, suits, obligations, controversies, debts, costs, expenses, damages, judgments, order and liabilities of whatever kind, known or unknown, suspected or unsuspected, fixed or contingent, concealed or hidden which have existed or may exist or which do exist or hereafter can, shall or may exist arising out of or related to Employee and Employee's ownership in the Company.

- D. In recognition of the consideration paid to Employer under this Agreement, Employee agrees to execute a certain Stock Redemption Agreement by which document Employee shall sell his entire interest in Access Equality, Inc. to that Company.

IX. HEADINGS AND EXHIBITS

The section headings in this Agreement are inserted solely as a matter of convenience for reference, and shall not in any way affect the meaning or interpretation of any of the provisions of the Agreement. Any exhibits attached hereto are incorporated by reference herein in their entirety and shall constitute a part of this Agreement for all purposes.

X. COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

XI. PRIOR AGREEMENTS

This Agreement supersedes all prior agreements; oral or written, among the parties hereto with respect to the subject matter hereunder, including any prior Employment Agreement.

XII. AMENDMENT; WAIVER

This Agreement may not be amended except by an instrument in writing signed by the parties hereto. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision of this Agreement, except by written instrument signed by the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing condition waived and shall not constitute a waiver so such term or condition for the future or as to any act other than that specifically waived.

XIII. SEVERABILITY

Should any provision of the Agreement, or the application thereof, be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or alternative application thereof, other than the provision(s) which shall have held

invalid or unenforceable, shall not be affected thereby and shall have held invalid or unenforceable, shall not be affected thereby and shall continue to be valued and unenforceable to the fullest extent permitted by law or equity.

XIV. NOTICES

All notices, requests, demands and other communications hereunder shall be in writing and shall be delivered by hand or mail, return receipt requested, postage prepaid as follows:

To Seller: **GEORGE L. STORM**
208 East Gorgas Lane
Philadelphia, PA 19119

To the Company: **VERTICAL MOBILITY, INC.**
3449(J) Dayton Park Drive
Dayton, Ohio 45414

Or to such other address as either party shall have previously specified in written to the other.

XV. ASSIGNMENT

This Agreement shall be assignable by any of the parties hereto without the written consent of the other parties. Nothing contained in this Agreement, express or implied, is intended to confer upon any person or entity, other than the parties hereto and their permitted successors, assign and transferees any rights or remedies under or by reason of this Agreement.

XVI. BINDING EFFECT

This Agreement shall be binding upon, and shall inure to the benefit of the parties hereto and their respective permitted successors, assigns and transferee.

XVII. REMEDIES

The parties agree that the violation of Section VI of this Agreement by Employee may cause irreparable injury to the Company that cannot be adequately compensated in damages, notwithstanding any additional consideration that may be recited in this Agreement. Accordingly, the parties agree that the Company may seek and obtain

injunctive relief against Employee for any breach or threatened breach of Section IV of this Agreement, as well as any other remedies available to the Company at law. In addition, in the event of any action taken hereunder, the prevailing party shall be entitled to be compensated by the other party for all costs and attorney's fees incurred to enforce this Agreement.

XVIII. TIME OF ESSENCE

Time is of the essence in this Agreement.

XIV. ARBITRATION

In the event of any disagreement between the parties arising out of this Agreement which the parties cannot resolve between themselves, and if the Company elects not to avail itself or the remedies contained in Section XVI of this Agreement, then the matter shall be conclusively determined by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. The Arbitration shall be conducted in Dayton, Ohio by a sole arbitrator mutually selected by the parties from the Dayton, Ohio panel of arbitrators. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction. In the event the parties are unable to mutually agree on a single arbitrator then such arbitrator shall be determined in accordance with the provisions of the arbitration rules of the American Arbitration Association.

XX. GOVERNING LAW

This Agreement has been executed and delivered in the State of Ohio and its validity interpretation, performance and enforcement shall be governed by, construed and enforced in accordance with the laws of the State of Ohio.

The parties have caused this Agreement to be executed effective as of the 13th day of September, 2000.

COMPANY:

VERTICAL MOBILITY, LLC


Dated: Sept 13, 2000

By: 

Don Birdsall

EMPLOYEE:

Dated: 13 Sept 2004



GEORGE L. STORM

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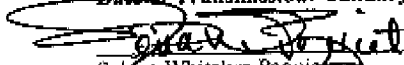
EXHIBIT I

Our Docket Number	Title	Serial No.	Status of Application
1568-0002	Convertible Lift Mechanism	09/114,367	Issued 5,937,971
1568-0003	Convertible Lift Mechanism Having a Scissor Lift Linkage	09/114,474	Issued 6,109,395
1568-0004	Convertible Staircase and Hydraulic Lift Mechanism	N/A	Nothing filed to date
1568-0005	Convertible Lift Mechanism (PCT)	PCT/US98/15077	Published WO 99/02443
1568-0009	Gravity-Powered Emergency Egress Method and Apparatus	N/A	Nothing filed to date
1568-0010	Escape Closure	N/A	Nothing filed to date
1568-0012	Witness Stand Lift	N/A	Nothing filed to date
1568-0013	Convertible Lift Mechanism Having a Number of Retractable Stairs with a Lift Platform Positioned Thereunder	09/648,773	Pending

CERTIFICATE OF FACSIMILE TRANSMISSION

I hereby certify that this correspondence is being transmitted herewith via facsimile transmission to Telephone No. (703) 306-5995 on the date indicated below and is addressed to: **MAILSTOP ASSIGNMENTS**, Commissioner for Patents, P.O. Box 1450, Alexandria VA 22313-1450.

Date of Transmission: January 28, 2004


Selena Whitaker-Paquier

Attorney Docket No. 13328.1001
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TRANSMITTAL LETTER

MAILSTOP: ASSIGNMENTS
 Commissioner for Patents
 P.O. Box 1450
 Alexandria VA 22313-1450

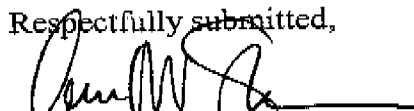
Sir:

Transmitted herewith for filing are the following:

1. Separation Agreement w/attached Exhibit I and Assignment transmittal (14 pages):

The Commissioner is hereby authorized to charge the \$40.00 fee for recordation of the Assignment to Deposit Account No. 19-3555. **A total of 15 pages, including this transmittal, are being submitted.**

Respectfully submitted,


Ann W. Speckman
Registration No. 31,881

Date: January 28, 2004

**SPECKMAN LAW GROUP
 20601**

RECORDED: 01/28/2004

**PATENT
 REEL: 014289 FRAME: 0055**