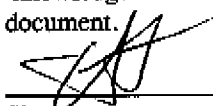


RECORDATION FORM COVER SHEET PATENTS ONLY

File No.: A432 0001

<p>1. <i>Name(s) of conveying party(ies):</i></p> <p align="center">Curtis A. Williams</p> <p>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. <i>Name and address of receiving party(ies):</i></p> <p>Name: AAI Technology, Inc.</p> <p>Street Address: 9 East Loockerman Street, Suite 1B</p> <p>City: Dover</p> <p>State: Delaware</p> <p>Country: USA</p> <p>Zip Code: 19901</p> <p>Additional name(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. <i>Nature of Conveyance:</i></p> <p><input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name</p> <p><input type="checkbox"/> Other: _____</p> <p>Execution Date: 2 October 2003</p>	<p>4. <i>Application number(s) or patent number(s):</i></p> <p>If this is filed with a new application, the application's execution date is:</p> <p>Patent Application Serial No.(s): Patent No.(s): 6,443,529</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>5. <i>Name and address of party to whom correspondence concerning document should be mailed:</i></p> <p>Name: Oyen Wiggs Green & Mutala</p> <p>Attention: Hilton W.C. Sue</p> <p>Address: Suite 480 — The Station 601 West Cordova Street Vancouver, British Columbia CANADA V6B 1G1</p> <p>Tel.: (604) 669-3432 Fax: (604) 681-4081</p>	<p>6. <i>Total no. of applications and patents involved:</i> [1]</p> <p>7. <i>Total fee (37 CFR §1.21(h))</i> \$ <u>40</u></p> <p>8. <i>Deposit Account Number:</i> 02-1037</p> <p>(File two signed copies if paying by deposit account)</p>
<p align="center">DO NOT USE THIS SPACE</p>	
<p>9. <i>Statement and Signature.</i> 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.</p> <p><u>Hilton W.C. Sue, Reg. No. 51,325</u>  <u>10 March 2004</u></p> <p>Name of Person Signing Signature Date</p> <p align="center">Total Number of pages including cover sheet, attachments, and document: [9]</p>	

CH \$40.00 021037 6443629

PURCHASE AND SALE AGREEMENT

Oct., 2003 BETWEEN: THIS PURCHASE AND SALE AGREEMENT made this 2ND day of

CL WILLIAMS CO., LLC,
an Ohio Limited Liability Corporation
having an address at:
2451 Bergen Road
Batavia, Ohio 45103
United States of America

(hereinafter referred to as
"WILLIAMS")

- and -

CURTIS A. WILLIAMS
an individual and a citizen of
the United States residing at:
2451 Bergen Road
Batavia, Ohio 45103
United States of America

- and -

AAI TECHNOLOGY, INC.
a corporation organized and existing under the laws of
the State of Delaware and having an office at:
9 East Loockerman Street, Suite 1B
City of Dover, County of Kent, Delaware 19901
United States of America

(hereinafter referred to as "AAI")

WHEREAS WILLIAMS is the owner by assignment of an invention entitled
"Assembly with a Non-Rotatable Wheel Cover Disk" (hereinafter referred to as the
"Invention") which is the subject matter of U.S. Patent No. 6,443,529 B1, granted
September 3, 2002 (hereinafter sometimes referred to as "Letters Patent");

WHEREAS AAI wishes to purchase all rights to the Invention and the Letters
Patent, including the right to file patent applications for the same Invention in countries

outside the United States, or similar or improvement inventions in the United States and countries outside the United States;

WHEREAS CURTIS A. WILLIAMS has incorporated an Ohio Limited Liability Corporation, CL WILLIAMS CO., LLC;

WHEREAS CURTIS A. WILLIAMS and ADFLEET ADVERTISING INC., a British Columbia corporation associated with AAI, have signed a Memorandum and Understanding of Purchase and Sale Agreement on July 22, 2003;

NOW THEREFORE, this Agreement witnesses that the parties hereto agree, each with the other, as follows:

1. Assignment of Patent Rights

(a) For good and valuable consideration CURTIS A. WILLIAMS warrants that he has assigned over to WILLIAMS his entire right, title and interest in and to the Invention or improvements, and all continuations, divisions, renewals of or substitutes for said applications, and in, to and under all Letters Patent which may be granted on or as a result thereof, and any reissue or reissues of said Letters Patent. A copy of the Assignment is appended hereto as Schedule A.

(b) WILLIAMS assigns to and authorizes AAI to file applications for Letters Patent for said Invention or improvements in all countries, the same to be held and enjoyed by AAI, its successors, assigns, nominees or legal representatives, to the full end of the term or terms for which said Letters Patent respectively may be granted, reissued or extended, as fully and entirely as the same would have been held and enjoyed by WILLIAMS had this assignment, sale and transfer not been made; and WILLIAMS hereby covenants that it has full right to convey the entire interest herein assigned, and that it has not executed and will not execute any agreement in conflict herewith, and WILLIAMS further covenants and agrees that it will, each time request is made by AAI and without undue delay, execute and deliver all such papers as may be necessary or desirable to perfect the title to said Invention or improvements, said applications and said

Letters Patent, in AAI, its successors, assigns, nominees or legal representatives, and WILLIAMS agrees to communicate to AAI, or its nominees, all material facts known to it respecting said Invention or improvements, and said Letters Patent, to testify in any legal proceedings, to sign all lawful papers, to execute all disclaimers and divisional, continuing, reissue and foreign applications, to make all rightful oaths, and generally to do everything possible to aid AAI, its successors, assigns, nominees and legal representatives to obtain and enforce for its or their own benefit, proper patent protection for said Invention or improvements in all countries, all at the sole expense, however, of AAI or its successors, assigns, nominees or legal representatives; and WILLIAMS hereby authorizes and requests the Commissioner of Patents and any official of any country or countries foreign to the United States whose duty it is to issue patents on applications as aforesaid, to issue to AAI, as assignee of the entire right, title and interest, all Letters Patent for said Invention or improvements, which may be issued and granted on or as a result of the application aforesaid, in accordance with the terms of this Agreement. In exchange for its continuing participation in advancing and/or enforcing the patent rights of the Invention following assignment to AAI, WILLIAMS shall be entitled to reimbursement of its reasonable expenses incurred in connection therewith.

2. Grant Back of License to WILLIAMS

AAI hereby grants to WILLIAMS an exclusive, royalty-free, irrevocable license to practice the Invention in all sales of the actual hub assembly when not used for commercial advertising purposes, and in long haul truck markets (the "Licensed Field").

3. Formation of a Business Entity

CURTIS A. WILLIAMS has formed an Ohio Limited Liability Corporation, WILLIAMS, which by this Agreement assumes the legal rights and obligations of CURTIS A. WILLIAMS in the Memorandum and Understanding of Purchase and Sale Agreement signed on July 22, 2003.

4. Purchase Terms

In addition to ongoing royalty payments, as outlined below, AAI agrees to initially

pay WILLIAMS, its successors, assigns, nominees or legal representatives, \$100,000 (USD) for the Invention entitled "Assembly with a Non-Rotatable Wheel Cover Disk", its corresponding U.S. Patent No. 6,443,529 B1, and all rights to file counterpart patent applications for the Invention. Of the agreed \$100,000 (USD), an initial installment of \$12,000 (USD) has been paid to CURTIS A. WILLIAMS. The balance of \$88,000 (USD) shall be paid in a second installment by AAI to WILLIAMS when AAI, to its sole satisfaction, has manufactured a fully working prototype of the Invention, namely the assembly of a non-rotatable wheel cover disk, for use with taxis. All expenses, and engineering and manufacturing for said working prototype shall be borne by AAI. However, regardless of whether AAI is successful in developing a prototype unit, the second installment shall be due and payable not later than November 30, 2003.

5. Reversion of All Rights

In the event that AAI fails to meet its obligations under this Agreement and further fails to cure, or commence to cure any such defect within sixty (60) days (subject to a maximum cure period of 90 days total) following a written demand from WILLIAMS to AAI to cure such defect, all rights previously assigned or otherwise granted to AAI from WILLIAMS hereunder shall revert to WILLIAMS, its successors, assigns, nominees or legal representatives, at no cost to WILLIAMS. Under no circumstances shall WILLIAMS be responsible for repayment of any amounts paid to WILLIAMS or to any other party by AAI. In the case of reversion to WILLIAMS, AAI agrees to execute all documents that may be required to assign and/or reassign rights in the Invention and corresponding Letters Patent to WILLIAMS. In the event that AAI fails to execute the requisite documents to effect the reversion, AAI hereby authorizes WILLIAMS to execute those documents on behalf of AAI, in addition to whatever other rights WILLIAMS may have at law or equity. Upon reversion, all rights of AAI to practice or sell the Invention shall cease.

6. Future Patent Prosecution and Patent Maintenance

AAI shall assume all responsibility for the conduct, maintenance, prosecution and expense for any pending or future patent applications which may be filed corresponding

to or related to U.S. Patent No. 6,443,529 B1. AAI shall maintain all corresponding issued patents in full force and effect by timely payment of annuity payments as they become due.

7. Royalty

In addition to the initial payment, as detailed above in paragraph 4, and subject to a minimum annual royalty amount, AAI shall pay to WILLIAMS, on a quarterly basis, a royalty on Net Sales of the Invention according to the following schedule:

- 2% of the first \$20,000,000 (USD) of Net Sales;
- Decreasing to 0.25% of Net Sales in excess of \$20,000,000 (USD);
- Commencing in year two a minimum annual royalty payment of \$25,000 (USD), so long as U.S. Patent No. 6,443,529 B1 remains in force.

8. Improvements

AAI shall own all the rights to the Invention and any Improvements, and WILLIAMS shall be obligated to assign any and all improvements that are made by WILLIAMS, AAI or others acting at the request of either of the parties, to the Invention disclosed and claimed in U.S. Patent No. 6,443,529 B1. As used herein, "Improvement" shall mean any part or combination of parts or a method of using, operating or manufacturing either of the foregoing, the use of which affects the assembly with a non-rotatable wheel cover disk, in any one or more of the following ways:

- (1) reduces operation costs;
- (2) improves performance;
- (3) increases service life;
- (4) broadens applicability;
- (5) increases marketability; or
- (6) improves appearance.

9. Confidentiality

AAI, CURTIS A. WILLIAMS and WILLIAMS agree, each to the other, to keep

confidential all terms of this Agreement, including any drawings, specifications, models or other materials relating to the Invention, namely the non-rotatable wheel cover disk assembly, provided by either AAI or WILLIAMS. Except as otherwise provided by grants in paragraph 2 herein, WILLIAMS and CURTIS A. WILLIAMS agree that it or he will not manufacture, use or sell the non-rotatable wheel cover disk assembly, or any part thereof, outside the Licensed Field for so long as this Agreement remains in force. This obligation of confidence shall terminate at such time as exclusive rights to the non-rotatable wheel cover disk assembly becomes public property.

10. Admission of Validity

CURTIS A. WILLIAMS warrants that, to the best of his knowledge, U.S. Patent No. 6,443,529 B1 is validly issued and enforceable. Neither CURTIS A. WILLIAMS, WILLIAMS nor AAI shall undertake any action at any time to contest the validity or enforceability thereof or to assist others in doing the same.

11. Enforceability

It is acknowledged and understood by CURTIS A. WILLIAMS, WILLIAMS and AAI that should any term or provision of this Agreement be found void or voidable on grounds of public policy or otherwise, such offending term or provision shall be severable from this Agreement, and the Agreement shall read and be construed without regard to the severed term and all remaining terms and provisions shall remain in full force and effect.

12. Dispute Resolution

If at any time during the term of this Agreement, any dispute shall arise between the parties hereto respecting any matter relating to this Agreement, any party may give the other notice of such dispute and the grounds for the dispute shall be settled by mediation or arbitration in and according to the laws of the State of Ohio.

13. Benefit

This Agreement shall be binding upon and inure to the benefit of each of the

parties, their successors, assigns, nominees or legal representatives.

14. Governing Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Ohio notwithstanding its conflict of laws provisions, as well as the applicable federal laws of the United States.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals, or being corporations, have caused their corporate seals to be hereunder affixed by their proper officer(s) duly authorized in that behalf on the day and year first named herein:

EXECUTED at CINCINNATI Ohio, United States of America, this 2ND day of Oct., 2003.

CL WILLIAMS CO., LLC

Yamrachyn Brashear (Witness)
Curtis A. Williams
Curtis A. Williams,
President

EXECUTED at CINCINNATI Ohio, United States of America, this 2ND day of Oct., 2003.

Yamrachyn Brashear (Witness)
Curtis A. Williams
Curtis A. Williams

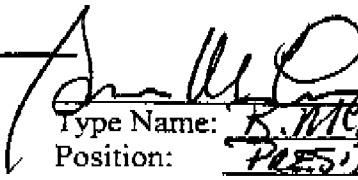
EXECUTED at Vancouver B.C. CANADA, this 16 day of Oct., 2003.

AAI TECHNOLOGY, INC.



387466.2

By:


Type Name: R. McLEAN
Position: PRESIDENT