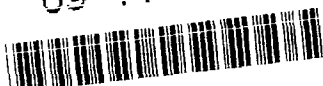




09-11-2003



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PATENTS ONLY

Form PTO-1595 (Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

Tab settings

RE

U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): 9.8.03  
W. BRANDT GOLDSWORTHY & ASSOCIATES, INC.

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

Internal Address: None

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_

Street Address: 6039 Bodega Avenue

City: Petaluma State: CA Zip: 94952

Execution Date: 09/02/2002

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

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s) 10/037814 including any successor patent and all maturing patents

B. Patent No.(s) \_\_\_\_\_

Additional numbers attached?  Yes  No

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

Name: JAMES M. DOMBROSKI

Internal Address: None

Street Address: 6039 Bodega Avenue

City: Petaluma State: CA Zip: 94952

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

DO NOT USE THIS SPACE

9. Signature.

JAMES M. DOMBROSKI  
Name of Person Signing

Signature

9/5/03  
Date

Total number of pages including cover sheet, attachments, and documents: 7

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

09/10/2003 LABELLER 00000193 10037814

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## RETAINER AGREEMENT

This Retainer Agreement will set forth the terms and conditions for the representation of W. Brandt Goldsworthy & Associates, Inc., a California corporation, and W.B.G., Inc., a California corporation ("Clients") by the Law Offices of James M. Dombroski ("Attorney") in connection with the Clients' claims and defenses against Transmission Technology Corporation, a Nevada corporation, currently pending in the United States District Court, Central District of California, Case No. CV-01-07118 (AJWX) (hereinafter "Claims").

### 1. LEGAL SERVICES COVERED BY AGREEMENT.

Attorney will represent Clients regarding the claims and defenses in the pending action in the United States District Court, Central District of California, referenced above, and possible claims against other individuals and/or entities who may have been involved directly or indirectly with respect to the claims.

### 2. LEGAL FEES.

a. Non-Refundable Retainer. Client agrees to pay to Attorney an initial retainer in the sum of \$5,000.00 at the time of the execution of the Retainer Agreement and an additional sum of \$5,000.00 within three weeks of the date of the execution of the Retainer Agreement. The retainer is a legal fee and is non-refundable. It is not an advance for costs of this litigation.

b. Hourly Rate. Attorney will be compensated at the rate of \$250.00 per hour, which amount will be credited against the retainer fee. Client shall maintain a balance of at least \$5,000.00 on a monthly basis and referenced in Attorney's monthly billing statement. Attorney's bill shall be paid within 15 days of billing.

c. Attorney may retain associate counsel at an hourly rate not to exceed the sum of \$150.00 per hour, including a paralegal whose rate shall not exceed the sum of \$85.00 per hour.

### 3. LITIGATION COSTS AND EXPENSES.

Client is responsible for all costs and expenses of negotiation and litigation incurred through trial and, if necessary, appeal. These costs include, but are not limited to, court reporter fees for depositions, necessary travel and lodging expenses, computer time on a database for legal research, long distance telephone charges, facsimile charges, witness fees, discovery referee fees and fees to experts for

consultation and/or for their appearances at trial. Clients shall maintain a cost advance fund in Attorney's Client Trust account of \$1,000.00. The advance cost in the sum of \$1,000.00 shall be paid at the time of the execution of this Retainer Agreement. Attorney shall provide a monthly account of all costs and attorney's fees.

4. DISCHARGE AND WITHDRAWAL.

Client may discharge Attorney at any time, upon written notice to Attorney. Attorney may withdraw from representation of Client (a) with Client's consent or (b) upon court approval.

5. ENTIRE AGREEMENT.

This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding of the parties.

6. MODIFICATION BY SUBSEQUENT AGREEMENT.

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

The Law Offices of James M. Dombroski is self-insured. If the terms and conditions detailed above are acceptable, then please so indicate by signing below on behalf of Clients and return a signed copy to me. Please retain a copy for your files. I look forward to representing you in this matter.

DATED: August 29, 2001.

Law Offices of James M. Dombroski

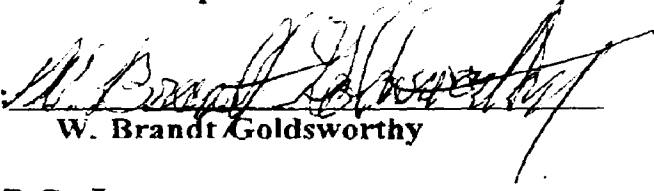
By

  
James M. Dombroski

I have read and understood the foregoing terms and agree to them, and acknowledge receipt of a signed copy of this Agreement.

DATED: August 28 2001.

W. Brandt Goldsworthy & Associates, Inc.,  
a California corporation

By:   
W. Brandt Goldsworthy

DATED: August 28, 2001.

W.B.G., Inc.  
a California corporation

By:   
W. Brandt Goldsworthy

SEP 02 '02 12:07PM JAMES DOMBROSKI ATTY

P.4/5

Law Offices of  
**JAMES M. DOMBROSKI**  
LICENSED IN CALIFORNIA AND HAWAII  
P.O. BOX 751027  
PETALUMA, CALIFORNIA 94975-1027  
TELEPHONE (707) 762-7807  
FAX (707) 769-0419  
E-mail Address: [jdomski@aol.com](mailto:jdomski@aol.com)

September 2, 2002

**VIA FACSIMILE**  
**(310 375-1146)**

Mr. Mike Golden  
Chief Financial Officer  
W. Brandt Goldsworthy & Associates, Inc.  
23930-40 Madison Street  
Torrance, California 90505

Re: Amendment to Retainer Agreement dated 8/28/01

Dear Mike:

This confirms that the Retainer Agreement dated August 28, 2001, is amended as follows:

1. Legal services covered by the Agreement shall be amended to include the following actions:
  - (a) TTC vs. WBG and WBGa pending in the United States District Court, Central District of California, including the arbitration before the American Arbitration Association;
  - (b) Hiel, et al., vs. W. Brandt Goldsworthy, et al., pending in the Superior Court, County of Los Angeles, Southwest Division;
  - (c) TTC, et al., vs. Mike Winterhalter, pending in the Superior Court, County of Orange;
  - (d) W. Brandt Goldsworthy & Associates, Inc. vs. The Regents of the University of California, pending in the Superior Court, County of Los Angeles, Southwest Division.

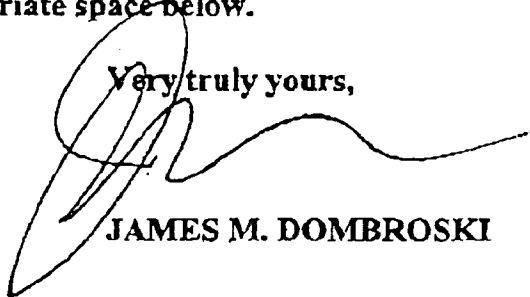
Mr. Mike Golden  
Page Two  
September 2, 2002

2. Pursuant to paragraph 6 of the Retainer Agreement allowing modification by subsequent agreement, the following provision is added as paragraph 7:

**"7. Lien: Clients hereby grant Attorney a lien on all assets of W. Brandt Goldsworthy & Associates, Inc. and W.B.G., Inc. and on any and all claims or causes of action that are the subject of Attorney's representation under this Agreement. Attorney's lien will be for any and all sums owing to Attorney for any unpaid costs and/or attorney's fees. The lien will attach to all assets of Client and to any recovery Client may obtain, whether by arbitration award, judgment or settlement. This lien shall have priority pursuant to California Civil Code § 2897.**

Please sign in the appropriate space below.

Very truly yours,

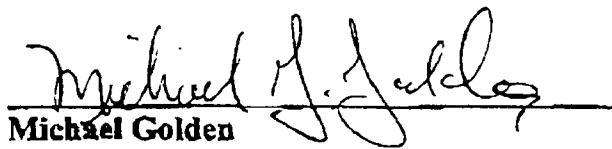


JAMES M. DOMBROSKI

JMD:sd

This confirms that the Agreement may be modified as stated above.

DATED: September 03 2002.



Michael Golden  
Chief Financial Officer  
W. Brandt Goldsworthy & Associates, Inc.  
WBG, INC.