

Docket No.: 025103.50406

FORM PTO-1695 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
POB/REV03

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE

Patent and Trademark Office

PATENTS ONLY

Tab settings

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

1. Name of conveying party(ies):  
**InTime, Inc.**

Additional names(s) of conveying party(ies)  Yes  No

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

Name: **Institute for Technology Development, Inc.**

Internal Address: **Building 1103, Suite 118**

Street Address: \_\_\_\_\_

City: **Stennis Space Center** State: **MS** ZIP: **39529**

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

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other **Nonexclusive License**

Execution Date: **May 5, 2004**

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_

A. Patent Application No.(s)  
**10/222,898**

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 D. Montgomery**

Internal Address: \_\_\_\_\_  
**Butler, Snow, O'Mara, Stevens & Cannada PLLC**

Street Address: **P.O. Box 171443**

City: **Memphis** State: **TN** ZIP: **38187**

6. Total number of applications and patents involved: **1**

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

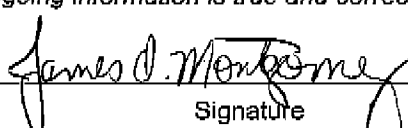
Authorized to be charged to deposit account

8. Deposit account number:  
**50-0858**

(Attach duplicate copy of this page if paying by deposit account)

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9. 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.*

**James D. Montgomery**  **May 14, 2004**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **3**

PATENT

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INTIME

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## LICENSE AGREEMENT

THIS NONEXCLUSIVE LICENSE AGREEMENT (this "Agreement") is between Institute for Technology Development, Inc. (hereinafter "ITD"), a Mississippi nonprofit corporation, and InTime, Inc. (hereinafter "InTime"), a Mississippi business corporation:

### WITNESSETH:

WHEREAS, InTime presently owns all right, title, and interest in and to the intellectual property relating to the variable rate spraying technology developed by ITD which allows for the production of "plug and spray" prescription maps that permit the intelligent application of crop inputs and which technology is described in Patent Application No. 10/222,893 (the "Intellectual Property"), and

WHEREAS, InTime desires to grant a nonexclusive, royalty-free, nontransferable license in the Intellectual Property to ITD and ITD desires to acquire said license, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ITD and InTime, intending to be legally bound, hereby agree as follows:

**Section 1. Grant of License.** Effective as of May \_\_, 2004, subject to the rights reserved and retained pursuant to Sections 2 and 3 of this Agreement, InTime hereby grants to ITD a nonexclusive, royalty-free, nontransferable license in the Intellectual Property to use the Intellectual Property in connection with research and development activities funded to ITD by the United States Federal Government.

**Section 2. U.S. Government Rights.** The parties recognize that the National Aeronautics and Space Administration ("NASA") was a participant with ITD pursuant to a federal grant program in the development of the Intellectual Property. Further, the parties recognize that NASA or the United States Government could exercise their respective rights to the internal use of the Intellectual Property.

**Section 3. Right to Modify Intellectual Property.** Any modifications, adaptations, derivatives, improvements or any technology which is derived from the Intellectual Property by the parties shall be the sole and exclusive property of InTime; provided, however, InTime hereby grants ITD a nonexclusive, royalty-free, worldwide, nontransferable license, solely for ITD's use in connection with government sponsored research and development activities, in any modification or adaptation of the Intellectual Property and in any work derived from the Intellectual Property.

**Section 4.** ITD shall cooperate with InTime in administration and/or legal proceedings related to the Intellectual Property and/or derivative thereof, but shall have no financial obligation.

Section 5. Infringement. ITD shall defend, at its own expense, all charges and claims of infringement that may be brought against it related to the exercise of any rights or licenses granted to ITD pursuant to this Agreement. Any benefit accruing as a result of such defense shall accrue to ITD.

Section 6. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, together with their respective legal representatives, successors, and assigns.

Section 7. Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or unenforceability of the remaining provisions shall in no way be affected or impaired thereby.

Section 8. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Mississippi.

Section 9. This License Agreement supercedes the License Agreement dated January 1, 2003.

INSTITUTE FOR TECHNOLOGY DEVELOPMENT, INC.

By: George May

Date: May 5, 2004

INTIME, INC.

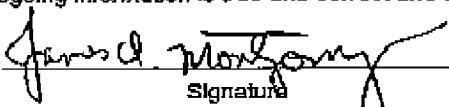
By: Herbert A. Hood, Chairman

Date: 4-21-2004

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Docket No.: 025103.50406

FORM PTO-1585 (Modified) (Rev. 03-01) CMB No. 0681-0027 (exp. 5/31/2002) POS/REV03		RECORDATION FORM COVER SHEET <b>PATENTS ONLY</b>		U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office	
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Additional name(s) of conveying party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
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9. 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.</i>					
<u>James D. Montgomery</u> Name of Person Signing		 Signature		<u>May 7, 2004</u> Date	
Total number of pages including cover sheet, attachments, and document: <u>3</u>					

Mail documents to be recorded with required cover sheet information to:  
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