

11-13-2003



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Tab settings

To the Director of the United States Patent

Patent Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Charles H. McCarty

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

Name: **OpenTech Alliance**

Address: **11834 N. Sundown Drive**

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

City: **Scottsdale** State/Prov.: **AZ**

Country: **USA** ZIP: **85260**

Execution Date: **September 8, 2003**

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

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:

Patent Application No. _____ Filing date _____

B. Patent No.(s)

5,946,660

Additional numbers Yes No

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FINANCE SECTION

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

Name: **R. Lee Fraley**

Registration No. **42,550**

Address: **Snell & Wilmer**

One Arizona Center

400 E. Van Buren

City: **Phoenix** State/Prov.: **AZ**

Country: **USA** ZIP: **85004-2202**

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

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8. Deposit account number:

19-2814

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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.

R. Lee Fraley

Name of Person Signing

Signature

11/6/03

Date

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11/12/2003 ECDOPER 00000101 5946660 Total number of pages including cover sheet, attachments, and

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Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450, Alexandria, VA 22313-1450

PATENT
REEL: 014675 FRAME: 0416

PATENT ASSIGNMENT AGREEMENT

THIS PATENT ASSIGNMENT AGREEMENT ("Agreement") is made September 8, 2003, by and between CHARLES H. McCARTY ("Inventor" or "Assignor") and OPENTECH ALLIANCE, INC., an Arizona corporation ("Assignee").

Recitals

A. Assignor is the owner of United States Patent No. 5,946,660 (the "Patent"), an invention that covers an automated self-storage system.

B. Assignee desires to acquire all right, title and interest in the Patent and the invention described and claimed therein, and Assignor desires to transfer and assign his interest in the Patent to Assignee upon the terms and conditions set forth in this Assignment.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants and conditions hereinafter set forth, the parties agree as follows:

1. Assignment.
 - 1.1. Assignor hereby transfers and assigns to Assignee all of his right, title, and interest in the Patent. Assignee shall be entitled to all use and enjoyment of the Patent for the full term thereof, together with all claims for damages by reason of past or future infringement of the Patent.
 - 1.2. Assignor shall execute any other document of conveyance necessary to effectuate the assignment of the Patent.
2. Consideration. Inconsideration for the assignment of the Patent, Assignee shall issue to Assignor 1,200,000 shares of common stock in Opentech Alliance, Inc.

3. Cooperation.
 - 3.1. Assignor agrees to prepare all documents necessary to transfer the Patent to Assignee.
 - 3.2. Assignor agrees that he will, upon request by Assignee and at Assignee's expense, provide information and testimony in any infringement, interference or other action relating to the Patent.
4. Warranty of Title. Assignor warrants that he is now the sole owner, free from any obligation of license or encumbrance, of the Patent and rights to the Patent assigned hereunder.
5. Warranty Disclaimer. Nothing in this Agreement shall be construed as:
 - 5.1. A warranty or representation by Assignor as to the validity or scope of the Patent;
 - 5.2. A warranty or representation that anything made, used, sold or otherwise disposed of under the Patent is or will be free from infringement of patents of other third parties;
 - 5.3. An obligation to bring or prosecute actions or suit against third parties for infringement.
6. Patent Litigation.
 - 6.1. If the validity of the Patent is challenged by a third party in a court or other tribunal, Assignee shall be responsible for defending the action and all out-of-pocket costs and expenses associated with the defense.
 - 6.2. In any infringement action specifically related to the Patent brought by Assignee, the parties shall share any cash recovery (whether by final

judgment, settlement or otherwise) as follows: (i) Assignee shall first reimburse itself for all costs and expenses of such suit, including attorneys' fees, and (ii) any remainder shall be shared 85% to Assignee and 15% to Assignor.

7. Development.

7.1. Assignee shall diligently and in good faith pursue a course of action to develop and use the know-how relating to the practice of the Patent in the manufacture and sale of the articles described in the patent and/or licensing to third parties of the right to manufacture and use the articles described in the Patent.

7.2. If Assignee ceases business operations during the effective life of the Patent, Assignee shall reassign the Patent to Assignor.

8. Miscellaneous Provisions.

8.1. Entire Agreement. The Agreement constitutes the entire agreement between Assignor and Assignee with regard to its subject matter, and no prior, simultaneous or collateral promises or representations not expressly contained herein shall be of any force or effect.

8.2. Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Arizona applicable to contracts executed or performed therein.

8.3. Severability. If any term, condition or provision of this Agreement is held to be unenforceable for any reason, it shall, if possible, be interpreted rather than voided, in order to achieve the intent of the parties to this

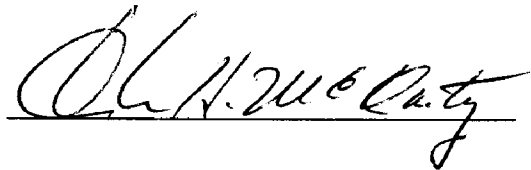
Agreement to the extent possible. In any event, all other terms, conditions and provisions of this Agreement shall be deemed valid and enforceable to the full extent.

8.4. Notices. Any notice hereunder shall be deemed sufficiently given by one party to another if in writing and if and when delivered or tendered either in person or by deposit in the United States mail, in a sealed envelope, registered or certified, with postage prepaid, addressed to the person to whom such notice is being given. A notice not given as stated above shall, if in writing, be deemed given if and when actually received by the party to whom it is required or permitted to be given.

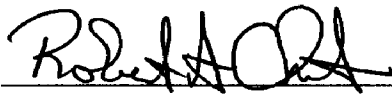
8.5. Binding Effect. This Agreement shall be binding upon and inure to the benefit of Assignee, its successors, assigns, and/or other legal representatives, and shall be binding upon Assignee, and his heirs, legal representatives and assigns.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement on the date first written above.

CHARLES MCCARTY
ASSIGNOR



OPENTECH ALLIANCE, INC.
ASSIGNEE

By 
Its President