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

1. Name of conveying party(ies):

Dr. Mark J. HAGMANN
Mr. Manuel BRUGAT

11-24-03

2. Name and address of receiving party(ies)

Name: Dr. Mark J. Hagmann

Street Address, City, and State:

762 Lacey Way
North Salt Lake, Utah 84054

Additional name(s) of conveying party(ies) attached?

Yes No

3. Nature of Conveyance:

Agreement

Merger

Execution Date: October 1, 2003

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 new application is: _____

A. Patent Application No.(s):

09/122,965, filed 27 July 1998

B. Patent No.(s):

6,153,872 issued 28 November 2000

Additional numbers attached? Yes No

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

Name: Carl E. Moore, Jr.
MARSHALL, GERSTEIN & BORUN LLP

Internal Address: Atty. Dkt.: 30721/34408A

Street Address:
233 S. Wacker Drive, Suite 6300
Sears Tower

City: Chicago State: IL Zip: 60606-6357

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

Authorized to be charged to credit card
(Form 2038 enclosed)

8. Deposit account number:

13-2855

(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.

Carl E. Moore, Jr. - Reg. No. 26,487

Name of Person Signing

CEM

Signature

November 20, 2003

Date

Total number of pages including cover sheet, attachments, and documents: 5

I hereby certify that this correspondence is being deposited with the U.S. Postal Service with sufficient postage as First Class Mail, in an envelope addressed to: Mail Stop Assignment, Director of the US Patent and Trademark Office, P.O. Box 1450, Alexandria, VA 22313-1450, on the date shown below.

Dated: November 20, 2003

Signature: CEM (Carl E. Moore, Jr.)

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PATENT
REEL: 014718 FRAME: 0378

AGREEMENT

This agreement made this 1st day of October 2003 by and between Mark J. Haggmann and Manuel Brugat.

WHEREAS Mark J. Haggmann (hereafter, Haggmann) and Manuel Brugat (hereafter, Brugat) are each owners of U.S. Patent No. 6,153,872 and certain foreign patent applications listed in Exhibit A, hereto; and

WHEREAS deadlines for paying fees and expenses for maintaining said patent applications are approaching; and

WHEREAS future fees and expenses will be required over the life of the U.S. patent, foreign applications and any patents which may issue from such foreign patent applications; and

WHEREAS Brugat does not wish to invest funds required to maintain a 50% interest in said patent and patent applications; and

WHEREAS the patent and patent applications will lapse if fees are not paid;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS,

1. Brugat shall have the option to participate in up to 10% of any net income derived from licenses of said U.S. patent and any patents which issue from said foreign applications (hereinafter collectively "the PATENT ESTATE") in return for the payment of 10% of the costs involved in perfecting and maintaining such patent(s) and/or patent applications. Absent such payment, Brugat shall have no right to participate in any income derived from such patent(s) or patent applications.

2. Haggmann shall have the sole and exclusive right to grant licenses with respect to the PATENT ESTATE .

3. The option right set out in paragraph 1 hereof can be exercised as follows:

- a) Hagmann will provide Brugat with an estimate of the cost for an upcoming fee or expense required to perfect or maintain a patent or patent application;
- b) should Brugat wish to participate in any future royalty income derived from such patent or patent application, Brugat shall remit 10% of the estimated cost to Hagmann two weeks prior to the due date for such payment;
- c) failure to tender any payment with respect to a patent or patent application will immediately terminate all of Brugat's right to participate in any payments with respect to that patent or patent application and to any and all patents which may issue from such an application, even if prior payments have been made.

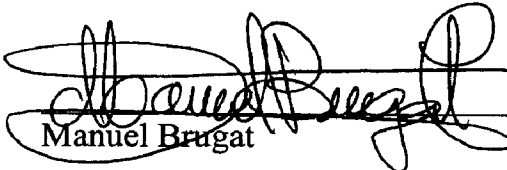
4. The following considerations will govern distributions of income under this agreement:

- a) all funds received from third-parties for rights to the PATENT ESTATE, including up-front payments and any running royalties shall be subject to the terms of this paragraph;
- b) no funds shall be distributed under this paragraph until all advances made by any of the parties have been repaid, including any and all advances by a party in connection with filing and maintaining said PATENT ESTATE, and all out-of pocket expenses in connection with licensing said PATENT ESTATE;
- c) once the advances set forth in subparagraph b hereof have been satisfied, Brugat shall be entitled to 10% of any net income, provided that his share of the costs set forth in paragraph 3 have been made;
- d) Brugat's right to receive the payment set out in subparagraph c hereof shall be reduced by 25% with respect to any patent or patent application for which the complete contributions set out in paragraph 3 have not been made. For example, should Brugat make the contributions specified in paragraph 3 with respect to maintaining U.S. Patent No. 6,153,872, and Canadian application No. 2,318,572, but not the Japanese and European applications listed in Exhibit A, hereto, his right to participate in any net income distributions shall be reduced by 50% (*i.e.*, to 5% of any net income received).

5. As of the date of this agreement, Brugat has rights to income attributable to U.S. Patent No. 6,153,872 in accordance with the procedures set out in paragraph 4. Should Brugat fail to participate in the payment of patent maintenance fees falling due after the date of this agreement, all of his rights with respect to U.S. Patent No. 6,153,872 will terminate as of the date of the required payment.

6. The right to pursue or abandon any patent or patent application lies solely with Hagmann, and nothing hereunder shall obligate Hagmann to maintain any patent or patent application on Brugat's behalf.

IN WITNESS WHEREOF, the parties have set their hands as of the date set out above.



Manuel Brugat



Mark J. Hagmann

Exhibit A

Canadian Application No. 2,318,572 filed November 24, 1998

European Application No. 98962828.4 filed November 24, 1998

Japanese Application No. 2000-527954 filed November 24, 1998