

Form PTO-1595

(Rev. 10/02)

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

Tab settings ⇒ ⇒ ⇒

RECORDATION FORM COVER SHEET PATENTS ONLY

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):

Matthew Murasko

2. Name and address of receiving party(ies)

Name: Lumimove, Inc.

Internal Address: _____

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

3. Nature of conveyance:

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

Execution Date: January 1, 2001Street Address: 950 Bolger CourtCity: Fenton State: MO Zip: 63026Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration 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) _____

B. Patent No.(s)

5,552,6795,426,792Additional number(s) attached ☐ Yes ☒ No

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

Name: Robert J. LambrechtsInternal Address: Lathrop & Gage L.C.Street Address: 2345 Grand Boulevard, Suite 2300City: Kansas City State: MO Zip: 64108-26186. Total number of applications and patents involved: 27. Total fee (37 CFR 3.41)..... \$ 80☐ Enclosed☒ Authorized to be charged to deposit account☒ Authorized to charge additional fees that may be required or credit any overpayment to deposit account

8. Deposit account number:

12-0600

DO NOT USE THIS SPACE

9. Signature

Robert J. Lambrechts

Name of Person Signing



Signature

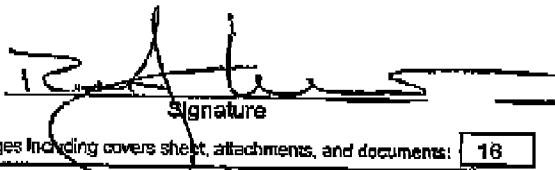
July 9, 2004

Date

Total number of pages including covers sheet, attachments, and documents: 16

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

Mail Stop Assignment Recordation Services, Director - US Patent and Trademark Office, Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450

Form PXO-159a (Rev. 10/02) OMB No. 0851-0027 (exp. 6/30/2005) Tab settings ⇒ ⇒ ⇒ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼		RECORDATION FORM COVER SHEET PATENTS ONLY		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): Matthew Murasko		2. Name and address of receiving party(ies) Name: <u>Luminova, Inc.</u> Internal Address: _____ _____ _____ Street Address: <u>950 Bolger Court</u> _____ _____ City: <u>Fenton</u> State: <u>MO</u> Zip: <u>63026</u> Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>January 1, 2001</u>					
4. Application number(s) or registration 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) _____ B. Patent No.(s) <u>5,552,679</u> <u>5,426,792</u> Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Robert J. Lambrechts</u> Internal Address: <u>Lathrop & Gage L.C.</u> _____ _____ Street Address: <u>2845 Grand Boulevard, Suite 2300</u> _____ City: <u>Kansas City</u> State: <u>MO</u> Zip: <u>64108-2618</u>		6. Total number of applications and patents involved: <u>2</u> 7. Total fee (37 CFR 3.41)..... \$ <u>80</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Authorized to charge additional fees that may be required or credit any overpayment to deposit account 8. Deposit account number: <u>12-0600</u>			
DO NOT USE THIS SPACE					
9. Signature <u>Robert J. Lambrechts</u> Name of Person Signing		 Signature July 9, 2004 Date Total number of pages including covers sheet, attachments, and documents: <u>18</u>			

Mail documents to be recorded with required cover sheet information to:
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12/09/2004 12:00:00 PM

COPY

ROYALTY AGREEMENT

This Royalty Agreement ("Agreement") is entered into as of the 1st day of January, 2001 ("Effective Date Of This Agreement"), by and between LUMIMOVE, INC., a Missouri corporation ("LUMIMOVE"), 2685 Metro Blvd., St. Louis, Missouri 63043 and Matthew Murasko, an individual ("Murasko"), 408 Marine Avenue, Manhattan Beach, California 90266. LUMIMOVE and Murasko are collectively referred to herein as the "Parties".

WHEREAS, LUMIMOVE has received and will continue to receive various assignments of intellectual property rights and associated innovations, including, know-how, inclusive, from Murasko, including but not limited to those patents in which Murasko is listed as an Inventor or Co-Inventor as described in Exhibit A, a copy of which is attached hereto and incorporated herein as though fully set forth at length herein, and Murasko reaffirms said assignments as hereinafter set forth (collectively "Murasko Patent Assignments");

WHEREAS, LUMIMOVE has developed and continues to develop technology and intellectual property rights and different applications, and Murasko acknowledges that LUMIMOVE owns all rights and interests in and to the "LUMIMOVE TECHNOLOGY" (defined in the aforesaid Exhibit A); and

WHEREAS, to the extent that Murasko has any and all right and interest in and to the LUMIMOVE TECHNOLOGY other than the Murasko Patent Assignments, Murasko assigns the same to LUMIMOVE as hereinafter set forth; and

WHEREAS, LUMIMOVE is developing a variety of products and components (collectively referred to herein as "Products") which may incorporate the LUMIMOVE TECHNOLOGY.

WHEREAS, LUMIMOVE and Murasko have agreed to certain royalties to be paid to Murasko pursuant to the terms and conditions of this Agreement, and such other terms and conditions as hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing premises, which are incorporated into the Agreement as though fully set forth at length herein, and the promises, covenants and agreements below, the receipt and sufficiency of which is hereby acknowledged, LUMIMOVE and Murasko hereby agree as follows:

ARTICLE THE ASSIGNMENT

1.1. **THE ASSIGNMENT.** Murasko hereby assigns to LUMIMOVE all of his rights and interests in and to the LUMIMOVE TECHNOLOGY, together with all rights and interests arising from the LUMIMOVE TECHNOLOGY. From time to time and at the request of LUMIMOVE, Murasko shall promptly execute and deliver any and all additional assignments, instruments, agreements or documents (collectively "Assignments"), in such form

and content as prepared by LUMIMOVE, as may be requested by LUMIMOVE, to vest in LUMIMOVE all of the benefits intended to be bestowed to it under this Agreement, including, but not limited to, Assignments relating to other pending and issued patent applications described in Exhibit A and/or future patent applications made by LUMIMOVE in which Murasko is named as Inventor or Co-inventor.

Contemporaneously with the execution of this Agreement, Murasko shall deliver to LUMIMOVE at its office in St. Louis, Missouri any and all items and physical embodiments which are part of the LUMIMOVE TECHNOLOGY, including, but not limited to, notes, charts, plans, records, designs, research, schematics, processes, formulas, data, computer hardware, software, programs and disks, laboratory materials, raw materials, components, papers and any and all other items containing part or all of any item which is part of the LUMIMOVE TECHNOLOGY.

1.2. RESEARCH. The parties anticipate that LUMIMOVE will continue to pursue its research and development activities, and in connection therewith may incur additional expenditures and costs (collectively referred to herein as the "R&D Costs"); and all decisions in regards to the foregoing shall be at the discretion of LUMIMOVE. LUMIMOVE shall have the right to apply for and obtain in its name alone any and all patents on any new Product, application or process discovered or developed by LUMIMOVE regardless of whether or not based on the LUMIMOVE TECHNOLOGY and regardless of whether Murasko is the Inventor or Co-Inventor.

1.3 COMMENCEMENT DATE. The commencement date (the "Commencement Date") of this Agreement is the Effective Date Of This Agreement.

ARTICLE 2. ROYALTIES AND PAYMENTS

2.1 ROYALTY PAYMENTS. LUMIMOVE shall pay to Murasko a royalty payment equal to the greater of the following dollar amounts:

- A. 4% (4/100) multiplied by the dollar amount of the royalty fees paid and received annually by LUMIMOVE from its licensees based on Products sold by LUMIMOVE's licensees (excluding taxes, returns, shipping costs and other related costs); or
- B. .32% (32/100) multiplied by the dollar amount of LUMIMOVE'S annual total gross sales of Products sold directly by LUMIMOVE to end users or customers (excluding taxes, shipping costs, returns, shipping costs and other related costs) which utilize the LUMIMOVE TECHNOLOGY ("Total Gross Sales").

Notwithstanding anything to the contrary or apparently to the contrary in this Agreement, no amount under this Agreement shall be due Murasko on (A) sales or distribution of (i) Products between any entity that manufactures Products for LUMIMOVE and/or its licensees, (ii)

electronics and inks, (iii) Products among LUMIMOVE and/or its licensees, nor (B) any Products which are not derived from the LUMIMOVE TECHNOLOGY. LUMIMOVE shall make the royalty payments to Murasko on a quarterly basis, which shall be due and payable on the last day of the end of the calendar quarter immediately following the calendar quarter in which the Total Gross Sales are made and the amounts owed therefor have been paid and received by LUMIMOVE. Additionally, Murasko's royalty payment is based on only the greater of the dollar amounts calculated under subparagraphs A. and B., and in no event is Murasko entitled to receive both dollar amounts calculated under subparagraphs A. and B.

2.2 ROYALTY PAYMENT COMMENCEMENT DATE. The obligation of LUMIMOVE to make any royalty payments to Murasko shall commence on the date of the first bona fide sale of any Product by LUMIMOVE or its licensees utilizing the LUMIMOVE PATENTS, and shall continue for a period of ten (10) years after such date, or until earlier terminated or revoked pursuant to this Agreement, whichever first occurs. Such date shall be referred to herein as the "Royalty Payment Commencement Date". At the request of LUMIMOVE, the parties shall confirm in writing the Royalty Payment Commencement Date and the last day of said ten (10) year period.

2.3 LEGAL RESTRICTIONS ON ROYALTY PAYMENTS. Payment of royalties on sales of any Product due hereunder shall be subject to any restrictions imposed by the local government in the country of such sales. If local law restricts such royalty payment, the royalty due shall be paid to the extent permitted by local law. If a withholding or other tax is imposed on a royalty payment due hereunder, the amount of royalty payable shall be the amount due less the amount of such tax actually paid.

2.4 ADDITIONAL PAYMENTS. Upon execution of this Agreement, and subject to the last sentence of this Section 2.4, Murasko shall be entitled to reimbursement, payable as hereinafter provided, for up to the amount of Fifty-Two Thousand Dollars (\$52,000) for expenses incurred by him to regain title to patent numbers 5,552,679 and 5,426,792. Said reimbursement shall be payable in 24 equal payments amortized over a 24 month period. As a condition precedent to Murasko's right to reimbursement hereunder, Murasko shall submit complete documentation of such expenses approved by LUMIMOVE, which approval shall not be unreasonably withheld.

2.5 ROYALTY REPORTS. Accompanying each royalty payment, LUMIMOVE shall deliver a written statement of account showing the number of Products sold which utilize the LUMIMOVE PATENTS and such information as LUMIMOVE determines at its discretion is necessary for the computation of the royalty payment due hereunder covering the period of time for which the royalty payment is made. Such accounting shall be expressed in United States dollars with applicable royalty rates and other necessary data to affirm the correctness of the royalty payment. Such royalty reports shall be deemed to be "Confidential Information" (hereinafter described) and shall be subject to the restrictions set forth in this Agreement.

2.6 ROYALTY RECORDS. LUMIMOVE, its affiliates, licensees and franchisees shall keep complete and accurate records containing all information required for the computation and verification of the royalty to be paid hereunder.

2.7 ROYALTY RECORD AUDITS. LUMIMOVE shall, upon written request of Murasko and at his own cost and expense, permit an independent certified public accountant, selected by Murasko and acceptable to LUMIMOVE, to have access during ordinary business hours to examine such records referred to in Section 2.6 as may be necessary to determine either the accuracy of any report or the sufficiency of any royalty payment made under this Agreement. LUMIMOVE shall have the right to limit the access of such accountant to such reasonable period of time as LUMIMOVE determines in its discretion, and such access is subject to such limitations as LUMIMOVE determines in its discretion. Said accountant shall execute and deliver to LUMIMOVE a confidentiality agreement prepared by LUMIMOVE; and such accountant shall only disclose to Murasko any inaccuracies that exist in said reports and the amount of any insufficiency or overpayment of any royalty payment made to Murasko by LUMIMOVE. Said accountant shall disclose the same information to LUMIMOVE at the same time the information is disclosed to Murasko. LUMIMOVE shall only be obligated to permit access once each year during the term of this Agreement and to such of its records which directly relate to such royalty payments which accrued within two (2) years prior to such request. LUMIMOVE shall promptly pay any past due royalty to Murasko and Murasko shall credit any royalty overpayment against future royalties.

2.8 PAYMENTS IN U.S. DOLLARS. All royalty payments required to be made under this Agreement shall be made in U.S. dollars on or before the date on which the payment is finally due.

2.9 RIGHT OF OFFSET. Either party to this Agreement shall have the right to offset (against any and all amounts owed to the other party) in the event of a liquidated claim by third party, or in the event of a claim based upon the breach of a party's obligations, representations or warranties under this Agreement, including the right of LUMIMOVE to offset against the royalty payment due Murasko hereunder. In addition, LUMIMOVE has the right at its discretion to offset its R&D Costs against the royalty payments due Murasko under this Agreement. Additionally, Murasko acknowledges and agrees that he is indebted to LUMIMOVE in the amount of Thirty Four Thousand Nine Hundred Ninety-Nine Dollars (\$34,999.00) pursuant to that certain promissory note dated April 15, 1999. Murasko hereby authorizes LUMIMOVE to deduct the amount owed under said promissory note from any royalty payments due hereunder until the promissory note is paid in full.

2.10 MARKETING. LUMIMOVE shall have the right, but not the obligation to market and exploit the LUMIMOVE TECHNOLOGY in such manner and means as it deems appropriate in its sole discretion.

ARTICLE 3. REPRESENTATIONS, WARRANTIES AND LIABILITIES OF MURASKO

3.1 VALIDITY OF LUMIMOVE PATENTS. Murasko represents and warrants to LUMIMOVE that the patents and/or patent applications pending assigned to LUMIMOVE are current, valid and legally enforceable, and that no third party has any right, title, interest or claim against the LUMIMOVE TECHNOLOGY. Except as set forth in the immediately following sentence, Murasko represents and warrants that he has not previously or contemporaneously assigned, transferred, sublicensed, pledged or in any way encumbered Murasko's rights and interests in and to any of the LUMIMOVE TECHNOLOGY, other than those assignments to LUMIMOVE. Murasko represents and warrants that he had previously entered into a sublicense in respect to certain patents described in Exhibit A but that subsequently the sublicense was terminated by the parties thereto and is null and void and of no further force and effect.

3.2 INDEMNITY. Murasko represents and warrants that he has the absolute right to assign the LUMIMOVE TECHNOLOGY to LUMIMOVE. Murasko shall at his sole cost and expense defend, indemnify and hold LUMIMOVE, its officers, directors, shareholders, affiliates and its licensees, agents and contractors, and each of them, (collectively "Indemnified Parties") harmless from and against any and all actions, lawsuits, claims, demands, damages, losses (including lost profits), injuries, debts, dues, legal fees, accounting fees, engineering fees, expert witness fees and court costs and other expenses (collectively "Damages/Claims") in connection with (i) any and every breach of any of the agreements, promises, covenants, warranties, representations and obligations of Murasko under this Agreement, (ii) any deficiency in Murasko's right to assign the LUMIMOVE TECHNOLOGY, (iii) the Murasko Patent Assignments or any and all claims of patent infringement or other claims asserted by a third party against Indemnified Parties or any of them in connection with the LUMIMOVE TECHNOLOGY, and/or (iii) any and every challenge arising from the Murasko Patent Assignments to LUMIMOVE'S right to use, exploit or license the LUMIMOVE TECHNOLOGY. At the option of LUMIMOVE, it may retain such legal counsel as it determines in its discretion to defend and represent it and any others entitled to be indemnified pursuant hereto who are among the Indemnified Parties, and Murasko shall at his sole cost and expense pay such (collectively referred to herein as "Legal Fees"). Murasko shall cooperate and assist any such legal counsel retained by LUMIMOVE. LUMIMOVE shall have the right to offset the amount of the Damages/Claims suffered under this paragraph against any payments due Murasko under this Agreement.

ARTICLE 4. TERM AND TERMINATION

4.1 TERM. The right to receive royalty payments under this Agreement shall commence on the Royalty Payment Commencement Date and shall continue for a term of ten (10) years thereafter or until earlier revoked or terminated as provided herein, whichever first occurs.

4.2 TERMINATION.

This Agreement may be terminated as follows:

- i. By any party upon a material breach of this Agreement by the other party which breach is not cured within 30 days after such party's receipt of notice of such breach from the nonbreaching party;
- ii. By Murasko for LUMIMOVE's non payment of any payments, fees, or royalties required under this Agreement for more than 30 days after notice and demand for past due payment has been given to LUMIMOVE.

Notwithstanding anything to the contrary or apparently to the contrary herein, any offset pursuant to Section 2.9 shall not be considered to be a breach or material breach of this Agreement nor the non payment of any payments, fees or royalties.

Notwithstanding anything to the contrary or apparently to the contrary herein, unless earlier terminated as provided for herein, this Agreement shall automatically terminate ten (10) years after the of the first shipment of the Products.

ARTICLE 5. INTELLECTUAL PROPERTY MATTERS

5.1 DISCOVERIES DURING LICENSE. Inventions, discoveries, designs, processes, formulas, research, information, innovations notes, charts, plans, records, designs, schematics, processes, formulas, data, computer hardware, software, programs and disks, laboratory materials, components, papers and other intellectual products, whether patented or copyrighted (or capable of being patented or copyrighted), or otherwise legally protected or capable of being legally protected, which are based on the LUMIMOVE TECHNOLOGY shall belong to LUMIMOVE. LUMIMOVE shall have the sole right to apply for and obtain any patents on any such discoveries. Any new or enhanced Products developed by LUMIMOVE which are not based on the LUMIMOVE TECHNOLOGY shall not be subject to royalty payments to Murasko. LUMIMOVE shall have the right to apply for and obtain for itself patents on any new Products or processes discovered or developed by LUMIMOVE which is not derived from or not based on the LUMIMOVE TECHNOLOGY.

5.2 TRADEMARKS. Any trademarks, logos, or symbols developed by LUMIMOVE in connection with its performance under this Agreement will belong to LUMIMOVE.

ARTICLE 6. ENFORCEMENT AND INFRINGEMENT

6.1 LUMIMOVE TO ASSIST PROTECTION. Murasko at his cost and expense will cooperate and assist LUMIMOVE in its efforts to police and protect the LUMIMOVE TECHNOLOGY, other patent rights, copyrights, trademarks and trade secrets, and

Murasko will cooperate in all enforcement efforts and execute all necessary documents in connection therewith requested by LUMIMOVE.

6.2 INFRINGEMENT NOTICE. If Murasko becomes aware of an infringement or potential infringement or claim of any patent rights governed by this Agreement, Murasko shall inform LUMIMOVE in writing of all facts and details available to Murasko in connection with any such infringement or potential infringement or claim.

ARTICLE 7. CONFIDENTIALITY MATTERS

7.1 CONFIDENTIAL INFORMATION. Information and materials relating to the LUMIMOVE TECHNOLOGY and/or which are exchanged between the Parties as part of the performance of this Agreement shall be deemed Confidential Information. "Confidential Information" shall include, but not be limited to, information relating to business plans, marketing plans, licensing programs, customers and suppliers, royalty reports, and all items and physical embodiments which are part of the LUMIMOVE TECHNOLOGY, including, but not limited to, notes, charts, plans, records, designs, research, schematics, processes, formulas, data, computer hardware, software, programs and disks, laboratory materials, components, papers and any and all other items containing part or all of any item of the LUMIMOVE TECHNOLOGY.

7.2 OBLIGATION OF NON-DISCLOSURE AND NON-USE. Confidential Information shall not be disclosed by Murasko except with the prior written approval of LUMIMOVE which specifically references Article 7 of this Agreement, which approval may be withheld by LUMIMOVE at its discretion.

7.3 LEVEL OF CARE. Murasko shall use the highest level of care in protecting the Confidential Information.

ARTICLE 8: ADMINISTRATIVE MATTERS

8.1 NOTICES. Unless specifically provided otherwise in this Agreement, whenever this Agreement requires or permits any consent, approval, notice, request or demand from one party to another such communication must be in writing to be effective and shall be deemed to have been given on the day actually delivered or, if mailed, on the fourth business day after it is properly packaged, addressed and postage paid, by registered or certified mail return receipt requested. For purposes of this section, and until changed by notice pursuant to this section, the address of the parties are those set forth below:

Notices to Murasko:

Matthew Murasko
408 Marine Avenue
Manhattan Beach, California 90266.

Notices to LUMIMOVE:

LUMIMOVE, INC.
Attention: Brent St. John, President
2685 Metro Blvd.
St. Louis, Missouri 63043

8.2 COMPLETE AGREEMENT. Murasko and LUMIMOVE acknowledge that Murasko and LUMIMOVE have read this Agreement, understand it, and agree to be bound by its terms and conditions. Murasko and LUMIMOVE further agree that this Agreement is the complete and exclusive statement of the Agreement between the Parties and supersedes any proposal or prior agreements or any other communications, representations and warranties between the parties with regard to the licensed product, and all such prior proposals, agreements, communications, representations and warranties are terminated and null and void and of no further force or effect, including, but not limited to, that certain Consulting Agreement dated as of September 11, 1997 referenced in Section 8.20 below.

8.3 SINGULAR AND PLURAL. A plural word or term shall include the singular, although a singular word or term shall not include the plural unless explicitly so stated or necessary to avoid an absurdity.

8.4 GENDER. The masculine gender shall include the feminine and the feminine gender shall include the masculine.

8.6 TITLES TO PARAGRAPHS. Titles used in this Agreement are editorial devices intended to aid readability and they are not intended to expand, limit, or modify the wording, effect, or meaning of any of the written provisions of this Agreement.

8.7 SECTIONING. Section and paragraph designations cited in this Agreement refer to section and paragraphs of this Agreement unless a different document is specifically designed.

8.8 PRIORITY OF DOCUMENTS. If there is a conflict between the provisions of this Agreement and any other document which may also be in effect, whether executed before or concurrent with the execution of this agreement, then the provisions of this agreement take precedence and govern.

8.9 BINDING OF HEIRS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the parties. This Agreement may not be assigned by Murasko except with the prior written consent of LUMIMOVE which is at the sole discretion of LUMIMOVE.

8.10 RIDERS. The provisions contained in any rider or document: (a) attached to this Agreement and referenced in this Agreement; or, (b) executed by the Parties and referencing therein that the rider or document is to be apart of this Agreement, shall for all

purposes be deemed to be a part of this Agreement as if the provisions were fully set forth in this Agreement.

8.11 PARTIAL INVALIDITY. If any provision of this Agreement or the application of any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable such determination shall not affect the validity, legality, or enforceability of any other provision this Agreement or the application of such provision to any other person, situation, or circumstance, and the remaining provisions or the application of the remaining provisions of this Agreement shall be enforced as if the invalid, illegal, or unenforceable provision or application of such provision were not contained in this Agreement.

8.12 COUNTERPARTS. If this Agreement, in whole or in part, is executed in counterparts, then all of the separately executed counterparts constitute one in the same agreement and constitute one original agreement.

8.13 MEASUREMENT OF TIME. A period of time shall be determined by starting with the unit of time following the reference time as the first unit of time for the purpose of beginning the counting of the units of time comprising the period in question.

8.14 EFFECTIVE DATE. If there is no date specifically established at the effective date of this Agreement, then the effective date shall be the date established in the execution section of this Agreement or if no date is specified there, then the date on which the last signatory required to effectuate this agreement is made.

8.15 NO AGENCY. The parties are independent businesses purchasing services, products or property from each other as separate businesses or independent contractors. No part of this Agreement establishes or creates any partnership, joint venture, or other business agency.

8.16 INDEPENDENT CONTRACT. In addition to this Agreement, some of the parties hereto and their principals and/or employees will be entering into consulting contracts or other contracts with LUMIMOVE (all such other contracts are referred to as the "Other Contracts"). The parties agree that this Agreement is intended to be independent of the Other Contracts such that this Agreement shall not be terminated or affected by any default under or termination of any or all of the Other Contracts.

8.17 ARBITRATION. In the event there is any dispute hereunder and the parties can not resolve such dispute within thirty (30) days, any party shall have the right to submit such dispute to binding arbitration in accordance with the then prevailing rules and procedures of set forth in Exhibit B. Such arbitration shall occur in St. Louis, Missouri unless otherwise agreed to by the parties in writing. Notwithstanding anything to the contrary or apparently to the contrary herein, Murasko acknowledges that LUMIMOVE will suffer irreparable damages if he breaches any of the agreements, promises, covenants, representations, warranties and obligations under this Agreement, that monetary damages will be difficult to ascertain, and that prior to seeking to arbitration under this Agreement and in addition to such

arbitration, LUMIMOVE shall have the right to seek equitable relief to enjoin or restrain any breach hereunder by Murasko.

8.18 EXHIBITS. All Exhibits and all other attachments to this Agreement are incorporated by reference into this Agreement as though fully set forth herein by length.

8.19 GOVERNING LAW. This Agreement shall be interpreted and construed according to the laws of the State of Missouri without regard to the law of conflicts. The parties have transacted business in the State of Missouri and acknowledge and agree that the parties have substantial contacts with the State of Missouri as a result of the actions of the parties hereto. This Agreement is made in St. Louis County, Missouri, and the last act necessary for the making of this Agreement is for LUMIMOVE to execute this Agreement at its office in St. Louis County, Missouri.

8.20 SEPTEMBER 11, 1997 CONSULTING AGREEMENT. Simultaneously with the execution of this Agreement, Murasko shall deliver to LUMIMOVE a copy of the Termination Agreement attached hereto which has been executed by Murasko and Think Inc., and which shall be executed by the other parties thereto.

8.21 LEGAL ADVICE. Murasko warrants and represents that he has retained independent legal counsel of his own choosing, and that Murasko has reviewed this Agreement with his legal counsel and that Murasko has been advised by his legal counsel in connection with his rights and obligations under this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION CLAUSE WHICH MAY BE ENFORCED BY THE PARTIES

IN WITNESS WHEREOF, Murasko and LUMIMOVE have signed this Agreement as of the date first above written.

LUMIMOVE, INC. ("LUMIMOVE")

By 

Title: President and C.E.O

MATTHEW MURASKO ("MURASKO")

By 

Matthew Murasko

Exhibit A
LUMIMOVE TECHNOLOGY

LUMIMOVE TECHNOLOGY is defined as the technology platform that eliminates the need for using conventional electroluminescent (PET) film that has been sputtered coated with Indium tin oxide (ITO) as a base surface to provide luminescence via a complete ink system and a screen-printing process, and this definition of LUMIMOVE TECHNOLOGY encompasses all intellectual property rights, associated innovations and know-how, including, but not limited to, everything covered by the Murasko Patent Assignments from Murasko as described below, and everything that is covered by the Assignments of the LUMIMOVE TECHNOLOGY from Murasko described in Section 1.1 of this Agreement, which includes know-how. This ink system functions by using ink layers that provide the function of a front and rear electrode, dielectric, light emitting layer (typically EL phosphor), and a particle conductor (typically, but not limited to, indium tin oxide (ITO)). The base technology is more particularly described in pending Electroluminescent Sign Patent Application No. 08/905,528 and pending applications noted below.

The advantages of eliminating the typical PET film substrate and replacing it with a complete ink system are many including, but not limited to:

- Allowing manufacturing with standard screen-printing equipment.
- Allowing the ability to print on multiple surfaces.
- Ability to cure the complete inks set with conventional heat or ultraviolet light.
- Ability to print layers positive build on non-transparent substrates.
- Ability to print reverse builds on transparent substrates.
- Ability to print traditional graphical inks to complement the functional ink system.
- Ability to vacuum form or emboss the substrates and functional inks.
- Ability to create illumination with organic materials functioning as one or all of the functional layers.

LUMIMOVE TECHNOLOGY may further be described by other pending and issued patent applications listed below or future patent applications made by Lumimove in which Murasko is named as Inventor or Co-inventor.

Lumimove Patents & Patents Pending

1. Electroluminescent and Light Reflective Panel Patent No. 5,552,679
2. Electroluminescent and Light Reflective Helmet Patent No. 5,426,792
3. Electroluminescent Sign Patent Application No. 08/905,528
4. Electroluminescent Sign Patent CIP Serial No. 09/548,560
5. DIV - Electroluminescent Sign Serial No. 09/666,994
6. Miniature Electroluminescent Device Patent Application No. 09/439,391
7. Interchangeable Luminous Panel and Frame System, filed 11/10/00 (awaiting serial number)
8. Other future patents for applications and process modifications etc.

EXHIBIT B

DISPUTE RESOLUTION

1. Resolution of Disputes and/or Claims among the Parties. The Parties to this Agreement (collectively the "Parties" and individually a "Party") agree to resolve any and all disputes and/or claims between and among them arising out of or in connection with or related to this Agreement, exclusively in the manner set forth in this Exhibit B, except as otherwise set forth in this Agreement. In the event of any such dispute or claim ("Dispute"), the parties involved in the dispute (collectively the "Disputing Parties" and individually a "Disputing Party") will attempt to reach a mutually satisfactory resolution. A Disputing Party will notify all of the other Parties that there is a Dispute, that such Party is invoking the provisions of Section 1 of this Exhibit ("Initial Notice") and will describe the nature of such Dispute and the Parties involved. The Disputing Parties shall negotiate in good faith to resolve, by a written agreement among them, the Dispute in a mutually satisfactory manner within thirty (30) business days after the date of the Initial Notice (for purposes of this Schedule only, the phrase "business day" is defined in Section 3 below), or such longer period of time to which they may agree. If a mutually satisfactory resolution of the Dispute is not achieved in writing during such above mentioned time period, the Disputing Parties shall resolve the Dispute as provided below:

2. Arbitration Provisions and Procedures.

2.1 General Provisions. Subject to the following provisions of this Exhibit, the Parties agree to submit to final and binding arbitration any and all Disputes that have not been resolved pursuant to Section 1 hereof (collectively, "Unresolved Claims"). Except as otherwise provided herein, such arbitration shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Any Party seeking to invoke arbitration will notify the other Parties in writing (the "Arbitration Notice") stating that such Party is invoking the provisions of Section 2 of this Schedule.

The Parties agree that the dispute resolution process outlined in this Schedule shall be the sole and exclusive mechanism for resolving any Unresolved Claims. All arbitration awards are binding and non-appealable except as otherwise provided in the United States Arbitration Act (9 U.S.C. Section 1 et seq.) Any court with jurisdiction may enter judgment upon the award rendered by the Arbitrator, and the Parties agree to be bound by such award.

2.2 Commencement. The arbitration process starts on the date when any Party issues an Arbitration Notice to the other Parties (the "Commencement Date"). A copy of the Arbitration Notice shall also be sent by such Party to the AAA either in St. Louis, Missouri or as the Parties mutually agree (the "Arbitration City").

2.3 Arbitrator. Arbitration hereunder shall take place before one (1) arbitrator (the "Arbitrator"). Each Party shall designate one (1) Arbitrator, and such two (2) Arbitrators shall mutually agree in writing to the appointment of the Arbitrator who will be charged with the responsibility of being the sole Arbitrator to hear the Dispute and render a final decision regarding the same. If the two Arbitrators are unable or fail to agree upon the appointment of said Arbitrator

within sixty (60) days after the date of the Initial Notice, the AAA shall appoint an Arbitrator to hear the Dispute and render a final decision regarding the same.

2.4 Discovery. Permissible discovery is limited to production of documents or things which would be material to the claims involved in the arbitration hearing and which are in the possession or control of a Disputing Party.

2.5 Production Request; Responses to and Objections to Production Request. A production request must be filed within fifteen (15) business days of the Commencement Date. Within twenty (20) business days of receipt of a production request, a Disputing Party shall respond to the request by:

- a. Producing the requested documents or things;
- b. Advising of a reasonable time (within ten (10) business days) and place in which the requested documents or things will be made available for inspection and copying; or
- c. Raising detailed objections to specific requests.

Objections to certain requests or parts of requests will not relieve a Disputing Party from responding to the other requests or parts of the requests.

If a Disputing Party whose request has been objected to seeks to compel production, such Disputing Party will file a notice to compel production with the Arbitrator within five (5) business days following receipt of the objection(s). The notice will include a copy of the production request and the response.

A conference call will be scheduled among the Disputing Parties and the Arbitrator to discuss the objections. This conference call will be held within ten (10) business days after the Arbitrator has received the notice to compel production. The Arbitrator will rule on objections to production within five (5) business days of the conference call.

2.6 Arbitration Summary. Within sixty (60) business days following the Commencement Date, each of the Disputing Parties will file an arbitration summary with the Arbitrator and provide a copy to the other Disputing Parties. The summary will not exceed ten (10) pages. It will concisely identify the issues, describe such Disputing Party's position and the basis for it, explain the relief sought, identify the Disputing Party's representatives at the hearing, and indicate the matters which those representatives will address. Any documents to be used must be submitted at this time. Any documents responsive to the other Disputing Party's summary must be submitted to the Arbitrator and the other Disputing Party(ies) within fifteen (15) business days of receipt of that summary or three (3) business days before the scheduled arbitration hearing, whichever occurs first.

The Arbitrator will review the arbitration summary and any documents submitted prior to the hearing to become familiar with the issues and the parties' respective positions.

2.7 Arbitration Hearing. The Arbitrator will establish the hearing date, which will be within ninety (90) business days of the Commencement Date. The hearing will be in the general vicinity of the St. Louis, Missouri ("Arbitration City") unless the Disputing Parties otherwise

agree in writing. The Arbitrator will notify the Disputing Parties of the time and place of the hearing.

Each Disputing Party will present its case through its selected representative(s), who will not be subject to examination by the other Disputing Parties, but will be subject to examination by the Arbitrator. A Disputing Party need not be a representative, but must be present at the hearing. Each Disputing Party will have the opportunity to respond to points raised by the other Disputing Parties until the Arbitrator is satisfied that each Disputing Party has had a full opportunity to present its position. The Arbitrator may, at any time during the hearing, ask for additional information from any representative of a Disputing Party. Formal rules of evidence will not apply. The Arbitrator, in its sole discretion, may have all or part of the proceedings transcribed or recorded.

Attendance at hearings will be limited to the Disputing Parties, the representatives identified in their arbitration summaries, the Arbitrator, and any other Person whom the Arbitrator determines is necessary to properly administer the hearing.

2.8 Post-Hearing Briefs. There will be no post-hearing briefs except those in cases where the Arbitrator determines that briefs are necessary for such Arbitrator to reach a decision. If briefs are requested, the Arbitrator will establish a permissible length, not to exceed twenty (20) pages. The briefs must be filed with the Arbitrator no later than ten (10) business days following the last presentation by a representative at the hearing.

2.9 Decision. The Arbitrator will issue a decision in writing within ten (10) business days of the close of the hearing. The hearing will be considered "closed" when, the Arbitrator has determined that each Disputing Party has had a full opportunity to present its position. However, the Arbitrator will have the discretion to defer the close of the hearing to allow it to receive post-hearing briefs if the Arbitrator determines such briefs would be appropriate. The hearing shall be considered "closed" on the due date for the briefs.

2.10 Expenses. The Arbitrator shall award to the prevailing party, if any, as determined by the Arbitrator, all of its costs and fees. "Costs and fees", for the purpose of this Schedule, shall mean all reasonable expenses of the arbitration, including, but not limited to the Arbitrator's fees, administrative fees, travel expenses, out-of-pocket expenses such as for copying and telephone, court costs, witness fees, and attorneys' fees.

3. Business Days. A "business day" for purposes of this Exhibit shall mean a day other than Saturdays, Sundays and legal holidays.