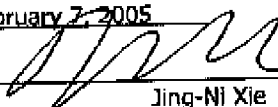
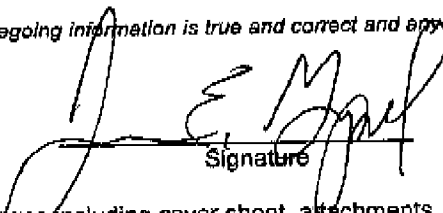


<div>Form PTO-1595 (Rev. 03/01) OMB No. 0951-0027 (exp. 6/31/2002)</div>		<div>RECORDATION FORM COVER SHEET PATENTS ONLY</div>		<div>U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office</div>			
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.							
<div>1. Name of conveying party(ies): Adam Albert Jeffrey Barhorst Herbert Edwards Chris Oltrogge Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>			<div>2. Name and address of receiving party(ies) Name: GOOITECH, INC. Internal Address: 830 North Meacham Schaumburg, IL 60173 <input type="checkbox"/> Other <div>I hereby certify that this correspondence is being transmitted via facsimile transmission to the United States Patent & Trademark Office at (703) 306-5995 on February 7, 2005 By  Jing-Ni Xie Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div></div>				
<div>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Security Agreement <input type="checkbox"/> Other ____ Execution Date: Feb. 1, 2005</div>			<div><input type="checkbox"/> Merger <input type="checkbox"/> Change of Name</div>				
<div>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: _____</div> <table><tr><td>A. Patent Application No.(s) 09/379,674 filed August 24, 1999</td><td>B. Patent Registration No.(s) 6,587,441</td></tr></table> <div>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</div>						A. Patent Application No.(s) 09/379,674 filed August 24, 1999	B. Patent Registration No.(s) 6,587,441
A. Patent Application No.(s) 09/379,674 filed August 24, 1999	B. Patent Registration No.(s) 6,587,441						
<div>5. Name and address of party to whom correspondence concerning document should be mailed: Name: GREENBERG TRAURIG, LLP Internal Address: 1750 Tysons Blvd. 12th Floor McLean, Virginia 22102 Telephone No. 703-749-1300 Facsimile No. 703-749-1301 Attorney Docket: 58909.010100</div>			<div>6. Total number of applications or patents involved 1 7. Total fee (37 CFR 3.41) \$40.00 <input type="checkbox"/> Enclosed (Check No. *) <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit Account Number: 50-0653 (Attach duplicate copy of this page if paying by deposit account)</div>				
DO NOT USE THIS SPACE							
<div>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.</div> <div><div>James E. Goepel, Reg. No. 50,851 Name of Person Signing</div><div> Signature</div><div>February 7, 2005 Date</div></div> <div>Total number of pages including cover sheet, attachments, and document: 7</div> <div>Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231</div>							

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Affidavit of Chris Solomon

I, **Christopher C. Solomon**, do hereby state under penalty of perjury that the following facts are true and correct:

1. My name is Christopher C. Solomon and I am an individual over the age of 21. I am a United States Citizen and resident of the State of Illinois. My current home address is 310 Woodside Drive, West Chicago, IL 60185.
2. My former employer, Gooitech, Inc. ("Gooitech"), is no longer in business, but during the years 1996 to 2000, I was employed by Gooitech as Chief Technology Officer ("CTO"). As such, I had and have personal knowledge of Gooitech's employees, structure, and operation during my employment with the company. Gooitech was involved in the business of, *inter alia*, software development.
3. Adam Albert, Jeffrey Barhorst, Herbert Edwards, Chris Oltrogge, and Jeffrey Urban were also employed by Gooitech during my employment with the company.
4. One of my responsibilities as CTO was to create a policy that each of Gooitech's employees, including myself, sign a written confidentiality and non-compete agreement that included invention assignment obligations ("the Agreement"). To the best of my knowledge, all Gooitech employees did sign the Agreement, including those employees listed above.
5. A true and accurate copy of the Agreement is attached as Exhibit A. The Agreement reflected various terms, conditions, and obligations of our employment, including, but not limited to, assignment to Gooitech of any right, title, and interest in any and all inventions, discoveries, developments, enhancements, ideas or other intellectual property rights that any employee developed or helped to developed during the course of their employment.
6. It was understood by me and all employees that all right, title, and interest in any intellectual property would become the property of Gooitech and its successors, including the invention described in U.S. Patent No. 6,587,441 on which, Adam Albert, Jeffrey Barhorst, Herbert Edwards, Chris Oltrogge, and Jeffrey Urban and I are listed as inventors. The invention patented therein was developed at the request of Gooitech as part of our employment. As such, it was understood to be owned by Gooitech, Inc., and no employee held any residual interest in the same.

FURTHER AFFIANT SAYETH NOT

Dated this 1st day of February, 2005.


Chris Solomon

Subscribed and sworn before me
on this 1st day of February, 2005



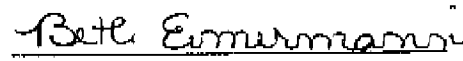

Beth Eimmermann
Notary Public

Exhibit A

CONFIDENTIALITY AND NON-COMPETE AGREEMENT

This Confidentiality and Non-Compete Agreement is made and entered into as of this _____ day of _____, 19____, in Schaumburg, Illinois, by and between Gooitech, Inc., 830 N. Meacham Road, Schaumburg, Illinois 60173 ("Gooitech") and _____, an individual residing at _____ ("Employee").

In consideration of Gooitech's agreement to employ or to continue to employ Employee, and for other good and valuable consideration, the parties agree as follows:

1. **Fiduciary Duty.** During his employment with Gooitech, Employee shall devote his full energies, abilities, attention and business time to the performance of his job responsibilities. Further, during such period, Employee shall not engage in any activity which conflicts or interferes with his performance of such responsibilities. Employee recognizes and agrees that the foregoing provisions prohibit, among other things, his creating, marketing, offering, selling or otherwise furnishing any computer-related products or services similar to, or otherwise competitive with, those offered by Gooitech, except when done in the name of Gooitech, for the benefit of Gooitech, and with Gooitech's prior knowledge and consent.

2. **Work Product.** Employee agrees that, during his employment with Gooitech, his work product shall be deemed "work made for hire" within the meaning of the U.S. Copyright Act. Accordingly, Gooitech shall be the exclusive copyright owner of all such work product. To the extent that Employee's work product does not qualify as "work made for hire", Employee hereby irrevocably assigns the exclusive copyright ownership of such work product to Gooitech, free and clear of all liens, charges and claims.

3. **Inventions.** (a) Employee shall disclose and assign to Gooitech all of his right, title and interest in and to any inventions, discoveries, developments, enhancements, improvements and ideas which he creates, makes, develops, writes or conceives during his employment with Gooitech, whether or not patentable or subject to any other form of legal protection (collectively, the "Inventions"). Upon request by Gooitech, Employee hereby agrees to execute, without charge, a specific assignment of title to Gooitech, and further agrees to do anything else reasonably necessary to enable Gooitech to obtain and maintain, anywhere in the world, a patent or other form of protection for any such Invention.

(b) It is understood and agreed that the foregoing provision is not intended to require Employee's assignment of any rights to any Inventions which he makes if (a) no equipment, supplies, facilities or trade secrets of Gooitech are used in making the Invention; (b) the Invention is made entirely on Employee's own time; (c) the Invention does not relate to the business of Gooitech or to Gooitech's actual or anticipated research or development; and (d) the Invention does not result from any work Employee performs for Gooitech. Employee is nevertheless invited to bring any such Invention to the attention of Gooitech so that the parties may explore how Gooitech can help Employee exploit the Invention to its full potential.

4. **Confidential Information.** (a) Employee recognizes that, by virtue of his employment with Gooitech, he will be granted otherwise prohibited access to confidential information, proprietary data and trade secrets of Gooitech which are not known either to its competitors or within the industry generally. This information (collectively, the "Confidential Information") includes, but is not limited to, marketing strategies and plans; financial data; pricing policies; databases, database designs, program codes, screen designs and program documentation, whether developed by or for Gooitech or for any customer or prospect of Gooitech; current and prospective customers; the identity of key contacts at such customers; and customers' particularized preferences and needs. Employee recognizes that this confidential Information constitutes a valuable property of Gooitech, developed by Gooitech over a significant period of time and at substantial expense. Accordingly, Employee agrees that he will not, at any time during his employment with Gooitech, divulge such Confidential Information or make use of it for his own purposes or the purposes of any person or entity other than Gooitech.

(b) Employee recognizes the highly-sensitive nature of the Confidential Information to which he will have access during his employment, and acknowledges Gooitech's legitimate interest in protecting same from disclosure for a reasonable period of time after his employment. Accordingly, Employee agrees that, for a period of twenty-four (24) months following the termination of his employment for any reason, he will not, without the prior written consent of Gooitech, divulge the Confidential Information of Gooitech or make use of it for his own purposes or the purposes of another.

5. **Company Clients and Prospects.** (a) Employee recognizes that by virtue of his employment with Gooitech, he will be introduced to and involved in the solicitation, selling or servicing of existing customers of Gooitech, as well as new customers and prospects solicited by and for the benefit of Gooitech during his employment. Employee understands and agrees that all efforts expended in soliciting, selling and servicing such customers and prospects shall be for the permanent benefit of Gooitech. Employee further agrees that, during his employment with Gooitech, he will not engage in any conduct which could in any way jeopardize or disturb any relationship of Gooitech with any such customer or prospect.

(b) Employee recognizes Gooitech's legitimate interest in protecting, for a reasonable period of time after his employment, existing customers of Gooitech and prospective customers of Gooitech with which Employee becomes involved or as to which he acquires Confidential Information during his employment with Gooitech. Accordingly, Employee agrees that, for a period of twenty-four (24) months following the termination of his employment for any reason, he will not, directly or indirectly, without the prior written consent of Gooitech, market, offer, sell or otherwise furnish any products or services similar to, or otherwise competitive with, those offered by Gooitech to any customer of Gooitech, or to any prospective customer of Gooitech with which Employee was involved or as to which he acquired Confidential Information at any time during the final twenty-four (24) months of his employment with Gooitech.

6. **Non-Solicitation of Gooitech Employees.** Employee acknowledges and agrees that Gooitech has expended substantial time and expense in the identification, recruitment, orientation, training and retention of its personnel. Accordingly, Employee agrees that, for a period of twenty-four (24) months following the termination of his employment for any reason, Employee will not, either directly or indirectly, solicit, offer employment to, hire or otherwise retain any employee of Gooitech.

7. **Reasonableness of Restrictions.** Employee acknowledges and agrees that the restrictions imposed by this Agreement are reasonable and not contrary to public policy, and that such restrictions are intended solely to safeguard the protectable interests and legitimate business needs of Gooitech. Employee further acknowledges and agrees that his adherence to said restrictions will not prevent him from engaging in his chosen occupation and earning a satisfactory livelihood following the termination of his employment with Gooitech.

8. **Return of Company Property.** Upon the termination of Employee's employment, or sooner if requested, Employee shall return to Gooitech all computer hardware, software, diskettes and other media, program codes and documentation, contracts, proposals, plans, lists, reports, schedules, manuals, files and other items which relate in any way to the business of Gooitech, including, without limitation, all materials which comprise or refer to the Confidential Information. Employee further agrees that he will not make or retain any copy, note or other item intended to memorialize any such data or information.

9. **Remedies.** (a) Employee recognizes that the rights and privileges granted to him by this Agreement, and his corresponding obligations to Gooitech, are of a special, unique and extraordinary character, the loss of which cannot reasonably or adequately be compensated for in damages in any action at law. Accordingly, Employee understands and agrees that Gooitech shall be entitled to equitable relief, including a temporary restraining order and preliminary and permanent injunctive relief, to prevent a breach of this Agreement. This entitlement shall not be construed as limiting Gooitech's remedies at law or in equity.

(b) In the event that Employee breaches this Agreement and Gooitech is unable to determine the precise amount of damages thereby caused by Employee, Gooitech shall be entitled to liquidated damages in an amount equal to the greater of (i) \$10,000 per violation of this Agreement, or (ii) in the event of a breach of paragraph 5 of this Agreement, the total gross revenues derived by Gooitech during the 12-month period preceding Employee's last day of employment from any customer which Employee, directly or indirectly, solicits, offers, sells or otherwise furnishes products or services in violation of this Agreement, or (iii) in the event of a breach of paragraph 6 of this Agreement, the annualized compensation being paid to the departed Gooitech employee at the time of his termination of employment with Gooitech. Employee acknowledges and agrees that said liquidated damages are reasonable in amount and not a penalty.

(c) In the event that Gooitech initiates legal proceedings to enforce its rights under this Agreement, Employee shall reimburse Gooitech, upon demand, all expenses thereby incurred by Gooitech, including reasonable attorneys' fees and court costs.

10. Additional Provisions. (a) This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois. Any legal action arising from or relating to this Agreement shall proceed only in the courts of Cook County, Illinois, and Employee hereby agrees, upon Gooitech's request, to submit to the jurisdiction of said courts.

(b) All reasonable efforts have been made to limit the post-employment restrictions hereby imposed on Employee in a manner minimally required to safeguard Gooitech's protectable interests and legitimate business needs. Nevertheless, if the enforceability, scope or duration of any provision of this Agreement is challenged at any time, a court of competent jurisdiction or other trier of fact shall modify and enforce said provision to the extent deemed reasonable under the relevant facts then presented, it being the intent of Gooitech and Employee that each and all of the provisions of this Agreement shall be enforced to the maximum extent permitted by law. If any provision of this Agreement cannot under any circumstances be so modified and enforced, it shall be excised from this Agreement without affecting the validity and enforceability of any of the remaining provisions hereof.

(c) The failure of Gooitech to enforce or require the performance of any provision of this Agreement shall not in any way affect its right thereafter to enforce that provision or any other provision of this Agreement.

(d) This Agreement shall inure to the benefit of and be binding upon Gooitech and its successors and assigns, and Employee and his heirs, personal representatives, administrators and assigns.

(e) This Agreement contains the entire agreement of the parties and supersedes all prior representations, negotiations, commitments and agreements between the parties with respect to the subject matter hereof. No modification or rescission of this Agreement shall be deemed valid unless in writing and signed by Employee and an authorized representative of Gooitech.

EMPLOYEE HEREBY ACKNOWLEDGES THAT HE HAS READ AND UNDERSTANDS EACH OF THE PROVISIONS OF THIS AGREEMENT; THAT HE HAS HAD AN OPPORTUNITY TO DISCUSS AND NEGOTIATE EACH OF THE PROVISIONS OF THIS AGREEMENT; AND THAT HE HAS EXECUTED THIS AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS LEGAL EFFECT.

15 05 01:03p

Jim Solomon

847-524-5504

p. 5

IN WITNESS WHEREOF, Employee has executed this Agreement as of the first date appearing above.

EMPLOYEE'S SIGNATURE

Signature of Witness