



NON-EXCLUSIVE LICENSE AGREEMENT

THIS NON-EXCLUSIVE LICENSE AGREEMENT ("LICENSE"), effective May 17, 2005, is entered into by LETT, LLC, a limited liability corporation with its principal place of business in Bakersfield, California (herein called LICENSEE), and Essie M. Harris, an individual residing in Palos Heights, Illinois (herein called LICENSOR).

I. BACKGROUND OF AGREEMENT

1.00 LICENSOR represents that she is the inventor of United States Patent No. 6,389,612 (the PATENT) and is authorized to grant this LICENSE.

1.01 LICENSEE wishes to acquire a non-exclusive license under the PATENT for purposes of manufacturing, using, selling, and/or importing goods which may fall within one or more of the claims of the Patent

II. DEFINITIONS

As used herein, the following terms shall have the meanings set forth below:

2.00 PATENT means the following listed patent and/or patent applications, patents to be issued pursuant thereto, and all divisions, continuations, continuations-in-part, resissues, substitutes, and extensions thereof: U.S. Patent No. 6,389,612.

2.01 LICENSED TERRITORY means the United States of America.

2.02 IMPROVEMENT or IMPROVEMENTS means any modification of a device, method, or product described in the PATENT, provided such a modification, if unlicensed, would infringe one or more claims of the PATENT.

2.03 LICENSED PRODUCTS means any and all products and/or services that fall within an apparatus, process or method covered by a claim of the PATENT.

2.04 EFFECTIVE DATE shall be May 17, 2005.

2.05 TERM means the term of this AGREEMENT, including any renewals hereof.

III. LICENSE GRANT

3.00 LICENSOR hereby grants to LICENSEE, to the extent of the LICENSED FIELD and LICENSED TERRITORY, a non-exclusive license under the PATENTS and IMPROVEMENTS to make, use, offer to sell, sell and import LICENSED PRODUCTS. LICENSEE acknowledges and agrees that no license is granted or implied under PATENTS and IMPROVEMENTS outside the LICENSED PRODUCTS and LICENSED TERRITORY.

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3.01 The license granted pursuant to Section 3.00 hereof shall be non-exclusive, and does not include the right to grant sublicenses for the term of this AGREEMENT.

3.02 During the Term of this AGREEMENT, the LICENSOR shall not be in any way restricted or limited from granting a license or permission or providing assistance to any third party to, manufacture, sell or distribute LICENSED PRODUCTS in the LICENSED TERRITORY.

IV. LICENSE FEE

4.00 In consideration of the license granted herein, LICENSEE shall pay LICENSOR a one time fee of five thousand dollars (\$5,000.00).

V. TERMINATION

5.00 This AGREEMENT shall terminate upon the expiration of the PATENT or upon the expiration of the PATENT for a failure to pay a required maintenance fee.

VI. SUBLICENSING

6.00 Sublicensing of the PATENT by LICENSEE is not authorized or granted under this LICENSE, except LICENSEE is authorized to contract with manufacturing entities to manufacture LICENSED PRODUCTS for sale by LICENSEE. Transfer of this LICENSE by the LICENSEE shall only be allowed upon LICENSOR'S prior written authorization.

VII. PAYMENTS

7.00 Not later than 15 business days from the receipt of this LICENSE duly executed by the LICENSOR, LICENSEE shall furnish to LICENSOR a check in the amount of five thousand dollars (\$5,000.00).

VIII. REPRESENTATIONS AND WARRANTIES

8.00 The LICENSOR owns all rights in the PATENT that are necessary in order to grant LICENSEE the right to use, manufacture, distribute and sell the LICENSED PRODUCTS in the LICENSED TERRITORY during the TERM, and that the consent or permission of any third party or parties is not required in order for the LICENSEE to exercise the rights granted to it under this AGREEMENT.

8.01 The execution, delivery and performance by LICENSOR of its obligations under this AGREEMENT do not and will not violate, conflict with or cause a default under: (i) any contract, agreement, instrument, lien, mortgage, encumbrance or any other legal commitment of any kind or nature whatsoever to which LICENSOR is a party or by which it is bound, or (ii) any

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judgment, decree or order of any court or other governmental entity to which LICENSOR is subject.

8.02 The LICENSOR has full right, power and authority to enter into and perform its obligations under this AGREEMENT without the need to obtain the consent of any third party.

8.03 LICENSEE represents and warrants to LICENSOR that the execution, delivery and performance by LICENSEE of its obligations under this AGREEMENT do not and will not violate, conflict with or cause a default under (i) any contract, agreement or instrument to which LICENSEE is a party or by which it is bound, (ii) any judgment, decree or order of any court or other governmental entity to which LICENSEE is subject.

8.04 LICENSEE has full right, power and authority to enter into and perform its obligations under this AGREEMENT without the need to obtain the consent of any third party.

IX. LITIGATION

9.00 By this LICENSE, LICENSEE shall receive no right to enforce the PATENT nor shall LICENSEE be in any way responsible for instituting or prosecuting any suit for infringement(s) or protection of the PATENT. However, upon LICENSOR's request, LICENSEE agrees to cooperate with LICENSOR as reasonably necessary in any suit or other action taken by LICENSOR to enforce or protect the PATENT, in which case LICENSEE shall be entitled to be reimbursed LICENSEE's reasonable costs and attorney's fees.

X. INTEGRATION AND ALTERATION

10.00 This AGREEMENT represents the entire understanding between the parties, and supercedes all other agreements, express or implied, between the parties concerning PATENTS and IMPROVEMENTS.

10.01 This AGREEMENT may be altered only by a writing signed by both parties.

XI. APPLICABLE LAW

11.00 This AGREEMENT shall be construed in accordance with the substantive laws of the State of California of the United States of America.

XII. RECORDING OF AGREEMENT

12.00 The parties hereto agree that this AGREEMENT, or an abstract thereof, will be recorded with the United States Patent and Trademark Office. LICENSOR agrees to execute documents as required to record this AGREEMENT or abstract thereof.

XIII. NOTICES UNDER THE AGREEMENT

13.00 For the purpose of all written communications and notices between the parties, their addresses shall be:

LICENSOR: Essie M. ~~Davis~~ *HARRIS emb*  
215 Sawgrass Drive  
Palos Heights, IL 60463

LICENSEE LETT, LLC  
Linda Grant  
11503 Shanklin Street  
Bakersfield, CA 93312

or any other addresses of which either party shall notify the other party in writing.

IN WITNESS WHEREOF the parties have caused this AGREEMENT to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth.

LICENSEE

LETT, LLC

*[Signature]*  
\_\_\_\_\_

Date: 5-17-05

LICENSOR

Essie M. Harris

*Essie M. Harris*  
\_\_\_\_\_

Date: 5/5/05

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