

Form PTO-1596 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Raul Urquiaga, Jr.

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

2. Name and address of receiving party(ies)

Name: Jose Nieves, Jr.

Internal Address: _____

Street Address: 6905 N.W. 16th Court

City: Margate

State: FL

Country: United States Zip: 33063

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) November 12, 2005

- | | |
|---|---|
| <input type="checkbox"/> Assignment | <input type="checkbox"/> Merger |
| <input type="checkbox"/> Security Agreement | <input type="checkbox"/> Change of Name |
| <input type="checkbox"/> Joint Research Agreement | |
| <input type="checkbox"/> Government Interest Assignment | |
| <input type="checkbox"/> Executive Order 9424, Confirmatory License | |
| <input checked="" type="checkbox"/> Other <u>Work Agreement</u> | |

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

6,773,321

Additional numbers attached? Yes No

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

Name: Glenn E. Gold

Internal Address: Suite 450

Street Address: 600 N. Pine Island Road

City: Plantation

State: FL Zip: 33324-1311

Phone Number: 954-583-9600

Fax Number: 954-452-0765

Email Address: Glenn@IdeaAttorneys.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00

- Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

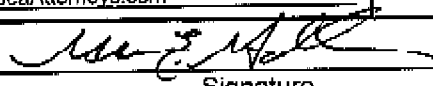
8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 502683

Authorized User Name Glenn E. Gold

9. Signature:



Signature

November 23, 2005

Date

Glenn E. Gold

Name of Person Signing

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

4

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1460, Alexandria, V.A. 22313-1450

CH \$40.00 502683 6773321

Work Agreement

1. **Parties:** This Work Agreement is made between the following parties:

Name: Raul Urquiaga, Jr.
Address: 1675 N.W. 4th Avenue, Apartment No. 202, Boca Raton, Florida,
33432 (hereinafter Contractor), and

Name: Josc Nicves, Jr.
Address: 6905 N.W. 16th Court, Margate, Florida, 33063 (hereinafter
Consultant).

2. **Name of Project:** Toy Vehicle Prototype Construction
3. **Work to Be Performed by Consultant:** Manufacture two (2) fully functional remote-controlled toy vehicles. Each toy vehicle must be able to be powered on from the remote control and, once powered on, self charge and function an operate by the use of a generator-like component, in accordance with U.S. Patent Number 6,773,321 (entitled: REMOTE CONTROL CONVERTIBLE TOY VEHICLE ASSEMBLY). One (1) of the manufactured remote-controlled toy vehicles must additionally include lighting that is operable from the corresponding remote control.
4. **Work/Payment Schedule:** In consideration for the manufacture of the aforementioned remote-controlled toy vehicles, Contractor agrees to assign, sell and transfer to Consultant a four-percent (4%) interest in any and all financial remuneration received by Assignor and resulting from the license or other transfer of rights in said Invention, including the license or transfer of rights in any modified or improved version(s) of the Invention, in the United States and throughout the world.
5. **Date:** This Agreement shall be effective as of the latter date below written.
6. **Recitals:** Contractor has one or more ideas relating to the above project and desires to have such project developed more completely, as specified in the above statement of Work. Consultant has certain skills desired by Contractor relating to performance of the above Work.
7. **Performance:** Consultant will perform the above work for Contractor, in accordance with the above scheduled Work/Payment Schedule. Any changes to the Work to Be Performed or the Work/Payment Schedule shall be described in a writing referring to this Agreement and signed and dated by both parties. Time is of the essence of this Agreement.
8. **Intellectual Property:** All intellectual property, including trademarks, writings, trade secrets, inventions, discoveries, or improvements, whether or not registrable or patentable, which are conceived, constructed, or written by Consultant and arise

out of or are related to work and services performed under this agreement, are, or shall become and remain, the sole and exclusive property of Contractor, whether or not such intellectual property is conceived during the time such work and services are performed or billed.

- 9A. Protection of Intellectual Property:** Contractor and Consultant recognize that under U.S. Patent Laws, all patent applications must be filed in the name of the true and actual inventor(s) of the subject matter sought to be patented. Thus if Consultant makes any patentable inventions relating to the above project, Consultant agrees to be named as an applicant in any U.S. patent application(s) filed on such invention(s). Actual ownership of such patent applications shall be governed by clause 8.
- 9B. Disclosure:** Consultant shall promptly disclose to Contractor in writing all information pertaining to any Intellectual Property generated or conceived by Consultant under this Agreement. Consultant hereby assigns and agrees to assign all of Consultant's rights to such intellectual property, including patent rights and foreign priority rights. Consultant hereby expressly agrees, without further charge for time, to do all things and sign all documents deemed by Contractor to be necessary or appropriate to invest in intellectual property, including obtaining for and vesting in Contractor all U.S. and foreign patents and patent applications which Contractor desires to obtain to cover such intellectual property, provided that Contractor shall bear all expenses relating thereto.
- 10. Trade Secrets:** Consultant recognizes that all information relating to the above Project disclosed to Consultant by Contractor, and all information generated by Consultant in the performance of the above Work, is a valuable trade secret of Contractor and Consultant shall treat all such information as strictly confidential, during and after the performance of Work under this Agreement. Specifically Consultant shall not reveal, publish, or communicate any such information to anyone other than Contractor, except under the express written authorization of Contractor. This clause shall not apply to any information which Consultant can document in writing is presently in or enters the public domain from a bona fide source other than Consultant.
- 11. Return of Property:** Consultant agrees to return all written materials and objects received from Contractor, to deliver to Contractor all objects and a copy (and all copies and original if requested by Contractor) of all written materials resulting from or relating to work performed under this Agreement, and not to deliver to any person, organization, or publisher, or cause to be published, any such written material without prior written authorization.
- 12. Conflicts of Interest:** Consultant recognizes a fiduciary obligation to Contractor arising out of the work and services performed under this agreement and accordingly will not offer Consultant's service to or perform services for any

competitor, potential or actual, of Contractor for the above Project, or perform any other acts which may result in any conflict of interest by Consultant, during and after the term of this Agreement.

13. **Mediation and Arbitration:** If any dispute arises out of the Agreement, the parties shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree to any mediator, or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). If the AAA is selected, the arbitration shall take place under the auspices of the nearest branch of such to both parties. The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally, or in accordance with any finding or fault or lack of good faith of either party. The arbitrator's award shall be non-appealable and enforceable in any court of competent jurisdiction.
14. **Governing Law:** This Agreement shall be governed by and interpreted under and according to the laws of the State of Florida.
15. **Signatures:** The parties have indicated their agreement to all of the above terms by signing this Agreement on the respective dates below indicated. Each party has received an original signed copy hereof.

Contractor: 

Date: 11-12-05

Consultant: Jose Nieves

Date: 11-12-05