

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Yancey E. Sumner III	01/01/1999
RECEIVING PARTY DATA	
Name:	Storus Corporation
Street Address:	12919 Alcosta, Suite 1
City:	San Ramon
State/Country:	CALIFORNIA
Postal Code:	94583
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	5520230
Patent Number:	5358019
CORRESPONDENCE DATA	
Fax Number:	(415)277-1919
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415-277-1900
Email:	ddort@rublaw.com
Correspondent Name:	Rubinstein Law Group, P.C.
Address Line 1:	100 Pine Street, 20th Floor
Address Line 2:	David Bogart Dort
Address Line 4:	San Francisco, CALIFORNIA 94111
ATTORNEY DOCKET NUMBER:	STOR0001
NAME OF SUBMITTER:	David Bogart Dort

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Total Attachments: 14
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**FIRST AMENDMENT
TO LICENSE AGREEMENT**

This agreement, made effective January 1, 1999, amends that certain License Agreement ("Agreement"), a true and correct copy of which is attached hereto as Exhibit "A". Except as expressly provided herein, the Agreement remains in full force and effect in all particulars.

- (1) **Article 1.3** of the Agreement is deleted, and restated in full as follows:

"1.3 'Licensed Patent' shall mean U.S. Patent 5,358,019, issued October 25, 1994, U.S. Patent 5,520,230, issued May 28, 1996, and any other U.S. Patent that is issued on any Licensed Patent Application, as well as any reissues or extensions thereof."

- (2) **Article 3.1** is deleted, and restated in full as follows:

"3.1 As consideration for the right and license granted herein to LICENSEE, commencing on January 1, 1999, LICENSEE shall pay to LICENSOR a royalty of 6% of Net Sales of Licensed Products ("Percentage Royalty") manufactured and sold by LICENSEE or Affiliates, or any one of them."

- (3) **Article 3.3** of the Agreement is deleted, and restated in full as follows:

"3.3 Percentage Royalties payable on sales for which revenues are received in the first calendar quarter of 1999 shall be paid to LICENSOR not later than May 15, 1999. Percentage Royalties payable on sales for which revenues are received in the month of April 1999, and for each calendar month thereafter during the term of this Agreement, shall be paid not later than 45 days after the end of the month. LICENSEE shall furnish to LICENSOR, with each royalty payment, a statement specifying the number of Licensed Products subject hereto sold during the applicable period and the aggregate Net Sales price charged therefore. Such statements shall be maintained confidential by LICENSOR and not used for any purpose other than to calculate the royalty due or to enforce LICENSOR's rights under this Agreement. In the event that any payment of Percentage Royalties is not paid by the applicable due date, LICENSEE shall pay to LICENSOR, as a late charge, a sum equal to 10% of the applicable Percentage Royalty payment. In the event that three or more payments of Percentage Royalties are late during any calendar year, LICENSOR may terminate this Agreement by written notice."

- (4) **Article 3.6** of the Agreement is deleted, and restated in full as follows:

"3.6 LICENSEE guarantees a minimum of \$12,000 per year in Percentage Royalties. If this Agreement is terminated other than at the end of a calendar year, this guarantee shall be prorated based on the number of days of that year in which



the Agreement remained in effect. In the event that the applicable Percentage Royalties for any calendar year, or prorated calendar year, are not equal to or greater than the guarantee, the difference shall be added to the Discount Pool, as defined in Article 10.3 hereof, or paid in cash, at the election of LICENSEE."

- (5) Article 3.7 of the Agreement is deleted, and restated in full as follows:

"Notwithstanding any other provisions herein, LICENSEE'S obligation to pay LICENSOR all Percentage Royalty provided herein shall survive to extension, if any, of the Licensed Patent. Upon expiration of the Licensed Patent, the Percentage Royalty shall be reduced to two percent (2%) of Net Sales."

- (6) The Agreement is amended to all the following as a new Article 3.8:

"Notwithstanding any other provisions herein, no Percentage Royalty shall be payable for sales of Licensed Products outside of the United States."

- (7) The Agreement is amended to add the following as a new Article 4.6:

"4.6 LICENSEE recognizes that LICENSOR disclosed the concept of convergence of the card channels to securely hold one or more cards in the Licensed Patents covered by this LICENSE. With the exception of improving his patent with the concept of convergence of the card channels, all improvement of the Licensed Patents developed by LICENSEE, its agents, or employees, either individually or in collaboration with LICENSOR, are and shall be the sole property of LICENSEE, and LICENSOR hereby irrevocably assigns any and all present or future rights in such improvements to LICENSEE."

- (8) Article 6.2 of the Agreement is deleted in its entirety:

- (9) Article 9.1 shall be deleted in its entirety, and replaced in full as follows:

"9.1 All notices shall be sent by registered mail, return receipt requested, addressed as follows: If to LICENSOR: Yancey E. Sumner III, 7860 S.W. 129th Terrace, Miami, FL 33156. If to LICENSEE: Storus Corporation, Attention: President, 12919 Alcosta, Suite 1, San Ramon, CA 94583. Either party may at any time designate a change of address by giving written notice to the other party."

- (10) The Agreement shall be amended to include a new Article 10, which is fully stated as follows:

"Article 10-Settlement and Discount Agreements

10.1 Prior to execution of this amendment, there have arisen between LICENSOR, LICENSEE, Scott T. Kaminski, and their respective officers, directors, agents, servants and



employees (the "Parties") certain disputes regarding the terms, conditions, and performance under the Agreement. Those disputes include, but are not limited to, the matters alleged in the Complaint filed by LICENSOR against LICENSEE and Scott T. Kaminski in the Circuit Court of the Eleventh Judicial District in and for Miami-Dade County, Florida, Case No. 98-27692CA21, on December 3, 1998 (the "Lawsuit"). This amendment to the Agreement is intended as a full and final resolution of all such disputes, and all claims, known or unknown, between the Parties relating to the subject matter of the Agreement and the Lawsuit.

10.2 Within 10 days of the date of execution of this amendment, LICENSOR shall file a written request for dismissal with prejudice and waiver of costs with respect to the Lawsuit. An endorsed-filed copy of such written request for dismissal with prejudice and waiver of costs shall be delivered to LICENSEE within 30 days of the date of execution of this amendment to the Agreement.

10.3 In full settlement of LICENSOR's claim for Percentage Royalties, through and including December 31, 1998 only, LICENSEE will allow LICENSOR \$40,000 in discounts on LICENSOR's purchase of Licensed Products from LICENSEE (the "Discount Pool"). A schedule of Licensed Products, suggested retail prices, wholesale prices, and discounts, is attached hereto as Exhibit "B". LICENSOR shall not sell Licensed Products to resellers for less than the wholesale prices reflected in Exhibit "B", nor to end users at less than LICENSEE's suggested retail price. As LICENSOR purchases Licensed Products at the discounted wholesale prices, the applicable discounts shall be applied to the Discount Pool. The price schedule and discounts reflected in the attached Exhibit "B" shall remain in effect through and including December 31, 2003, or until the total amount of the Discount Pool (including additions, if any arising from shortfalls in Percentage Royalties-see Article 3.6) is utilized by LICENSOR, whichever is sooner. In the event that the Discount Pool (including additions, if any) is not fully utilized by LICENSOR by December 31, 2003, the balance of the Discount Pool shall be converted to a promissory note, issued by LICENSEE to LICENSOR as of January 1, 2004, at a rate of interest equal to the then applicable prime plus 1%, and fully amortized in monthly installments over a period of five years. In the event the agreement is terminated pursuant to Article 6.3 or 6.4 hereof, prior to December 31, 2003, the conversion of any remaining balance of the Discount Pool, on the terms specified above, still take place as of the effective date of such termination. LICENSEE is under no obligation to purchase product from LICENSEE.

10.4 As further consideration, LICENSEE waives LICENSOR's duty to make payment for Licensed Products delivered and invoiced to LICENSOR through and including December 31, 1998, totaling in the approximate amount of \$5,012.

10.5 As further consideration, LICENSEE agrees to produce and sell exclusively to LICENSOR versions of the Licensed Products bearing die struck Christian fish, dove or cross symbols. All orders from LICENSOR for any version of these products must be for a minimum batch of 250 units or more."




IN WITNESS WHEREOF, the Parties have caused this instrument to be duly executed effective January 1, 1999.

STORUS CORPORATION



By: Scott T. Kaminski, President



Yancey E. Sumner III

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LICENSE AGREEMENT

This License Agreement ("Agreement") is made effective this first day of February 1996 (hereinafter "Effective Date"), by and between Scott T. Kaminski, an individual, having an address at 121 Samoa Court, San Ramon, California 94583 (hereinafter "LICENSEE") and Yancey E. Sumner III, an individual, having an address at 7860 S.W. 129th Terrace, Miami, FL 33156 (hereinafter "LICENSOR").

WITNESSETH

WHEREAS, LICENSOR is the owner of all right, title and interest in U.S. Patent 5,358,019, issued October 25, 1994 to YANCEY E. SUMNER III for a Pocket Card Holder with Money Clip;

WHEREAS LICENSEE wishes to obtain an exclusive license to make, have made, use and sell such devices under rights owned by LICENSOR; and

WHEREAS, LICENSOR is desirous of causing the manufacture and distribution of such devices and is willing to grant such a license to LICENSEE.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the parties agree as follows:

AGREEMENT

ARTICLE I - DEFINITIONS

The following capitalized terms as used in this Agreement shall, unless the context clearly indicates to the contrary, have the meanings set forth in this Article I.

1.1 "Pocket Card Holder with Money Clip" shall mean articles that are intended to securely and simultaneously retain both flexible, foldable paper currency and substantially inflexible and rigid plastic cards.

1.2 "Licensed Patent Applications" shall mean any and all United States patent applications that are filed prior to the Effective Date or during the term of this Agreement that list YANCEY E. SUMNER III as an inventor and any substitutes, continuations, continuations-in-part, divisionals, and foreign counterparts of such applications, which relate in any way to any Pocket Card Holder with Money Clip.

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1.3 "Licensed Patent" shall mean U.S. Patent 5,358,019, issued October 25, 1994, and any other U.S. Patent that is issued on any Licensed Patent Application, as well as any reissues or extensions thereof.

1.4 "Valid Licensed Claim" shall mean a claim of an unexpired Licensed Patent that has neither been held invalid in an unappealed or unappealable final decision rendered by a court of competent jurisdiction nor been held unpatentable in a reexamination proceeding in the U.S. Patent and Trademark Office.

1.5 "Licensed Products" shall mean any Pocket Card Holder with Money Clip, the manufacture, use, or sale of which would infringe on one or more Valid Licensed Claims but for the rights granted under this Agreement.

1.6 "Affiliate" shall mean any entity that directly or indirectly controls, is controlled by, or is under common control with LICENSEE and for such purpose "control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of the entity, whether through the ownership of voting securities, by contract or otherwise.

1.7 "Net Sales" shall mean the revenue received for Licensed Products sold by LICENSEE and his Affiliates, or any one of them, less reasonable commissions paid by LICENSEE or Affiliates, discounts granted in the ordinary course of business, allowances for returns, prepaid freight, and less taxes and other governmental charges added to the face of the invoices therefor and paid by LICENSEE and/or Affiliates; provided, however, that Net Sales of Licensed Products sold by LICENSEE or an Affiliate which is part of a series of sales to an Affiliate shall be the revenue received from the first non-Affiliate to which the Licensed Product is sold.

ARTICLE II - LICENSE/RIGHT OF FIRST REFUSAL

2.1 Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE an exclusive right and license to develop, manufacture, have manufactured, use and sell Pocket Card Holder with Money Clip, including without limitation, an exclusive right and license under any and all Licensed Patents.

2.2 LICENSOR shall give written notice to LICENSEE of his intention to sell, assign, hypothecate, or otherwise transfer (hereinafter "Transfer") the Licensed Patent, or any rights pertaining thereto, which notice shall set forth the name of the proposed Transferee(s), and must specify the rights to be Transferred, the price, the terms of payment, and all other applicable terms. In the case of a Transfer by sale, the notice must be accompanied by a copy of a written offer to purchase signed by the proposed Transferee(s). All proposed Transfers shall be subject to, and shall in no way interfere with, the license granted to LICENSEE in this Agreement.

2.3 For a period of thirty (30) days following the giving of such notice, LICENSEE shall have the option to purchase any or all of the rights proposed to be Transferred at the price and on the terms stated in the notice. This option right shall be exercisable only by written notice of exercise given to LICENSOR within said thirty (30) days.

2.4 To the extent that the above option is not exercised with respect to any of the rights proposed to be Transferred, LICENSOR shall be relieved of his obligation to Transfer any such rights to LICENSEE and may Transfer the rights to the intended Transferee(s) on the terms specified in said notice within thirty (30) days after the expiration date of the above options; but, if the rights are not Transferred within said thirty (30) days, LICENSOR may not Transfer rights without again complying with the notice and option provisions hereof.

ARTICLE III - PAYMENTS

3.1 As consideration for the right and license granted herein to LICENSEE, commencing on February 1, 1996 LICENSEE shall pay to LICENSOR a royalty of five percent (5.0%) of Net Sales of Licensed Product ("Percentage Royalty") manufactured and sold by LICENSEE ~~or by LICENSEE's sublicensees~~ or Affiliates, or any one of them, such Percentage Royalty being payable to LICENSOR. The Percentage Royalty shall be increased to seven percent (7%) for the amount of Net Sales of Licensed Products which exceeds One Million Dollars (\$1,000,000). The Percentage Royalty shall be increased to nine percent (9%) for the amount of Net Sales of Licensed Products which exceeds Five

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Million Dollars (\$5,000,000), and said increased percentage shall apply to all Percentage Royalties payable at any time thereafter. The following Schedule of Royalty Payments shall apply:

Schedule of Royalty Payments

<u>Net Sales</u>	<u>Percentage Royalty</u>
\$0 to \$999,999.99	5%
\$1,000,000.00 to \$4,999,999.99	7%
\$5,000,000.00 and higher	9%

3.2 In the event that LICENSEE, as a result of (a) a settlement entered into in good faith or (b) litigation initiated or threatened to enforce patent rights dominant to the rights herein granted, is required to pay and does pay royalties to any person, corporation or business entity other than LICENSOR in respect of LICENSEE's sales of the Licensed Products in any country or countries, the Percentage Royalties payable hereunder to LICENSOR shall be reduced to a rate of two percent (2%) in that country or countries.

3.3 Percentage Royalties payable on sales hereunder shall be paid not later than ninety (90) days after the end of each calendar quarter for all Licensed Products sold during such calendar quarter. LICENSEE shall furnish to LICENSOR, with each royalty payment, a statement specifying the number of Licensed Products subject hereto sold during such quarter and the aggregate Net Sales price charges therefor. Such statement shall be maintained confidential by LICENSOR and not used for any purpose other than calculate the royalty due or to enforce LICENSOR's rights under this Agreement.

3.4 LICENSEE agrees to keep proper and complete records, in accordance with standard accounting practices, ~~of its and its sublicensees~~ and Affiliates' manufacture and sale of all Licensed Products and to permit a duly authorized representative of LICENSOR to inspect such records at reasonable intervals during the regular business hours of LICENSEE. Acceptance of royalties by LICENSOR shall not constitute a waiver of any such right of inspection. Such representative shall maintain the confidentiality of such records and shall not use the information contained in the records for any purpose other than to determine the correctness of royalty payments or to enforce

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LICENSOR's rights under this Agreement. In the event that an inspection or audit by LICENSOR reveals a Percentage Royalty payment deficiency in excess of five percent (5%), then LICENSEE shall bear the cost of such inspection or audit, otherwise the cost thereof shall be paid by LICENSOR. LICENSEE agrees not to destroy such records prior to the expiration of three (3) years subsequent to the termination of this Agreement, during which period LICENSEE agrees to permit LICENSOR's auditor to inspect such records to determine the correctness of royalty payments.

3.5 Nothing in this Agreement shall impose upon LICENSEE the obligation to make or to maximize sales of the Licensed Product. Nothing herein shall in any way limit LICENSEE's free and exclusive right to determine, in his sole discretion, the timing, location or manner of marketing, of manufacturing, or of advertising the Licensed Products, including the selection and ownership of any trademarks. However, LICENSEE shall provide LICENSOR with quarterly reports as to LICENSEE's progress in manufacturing and marketing the Licensed Products, through and including the fourth quarter of calendar year 1997. Said reports shall include copies of all designs and design considerations.

3.6 LICENSEE shall pay to LICENSOR a minimum royalty ("Annual Royalty") of Thirty Thousand Dollars (\$30,000.00) on December 31, 1997. The Annual Royalty shall increase to Eighty Thousand Dollars (\$80,000.00) per year and continue in full force for each year thereafter, or on a pro rata basis during each part year, that Licensed Products are sold and a Valid Licensed Claim is in force. In the event that aggregate Percentage Royalties in 1997 or any subsequent calendar year or part thereof, as calculated in accordance with Article 3.2 hereof, are less than the applicable Annual Royalty for such period, LICENSEE, in order to maintain its exclusive license under Article 2.1 hereof, shall pay to LICENSOR, together with Percentage Royalties due for the last calendar quarter, the difference between the Annual Royalty and the aggregate Percentage Royalties paid for that year.

3.7 Notwithstanding any other provisions herein, LICENSEE's obligation to pay LICENSOR all Percentage Royalties provided herein shall survive the extension, if any, of the Licensed Patent. Upon expiration of the Licensed Patent, the Annual Royalty

shall no longer be applicable, and the Percentage Royalty shall be reduced to three percent (3%) of Net Sales (first five years after expiration), then one and one-half percent (1.5%) of Net Sales (second five years after expiration).

ARTICLE IV - PATENTS AND LITIGATION

4.1 During the term of this Agreement, LICENSOR agrees to notify LICENSEE and provide all relevant information regarding any inventions he makes that relate to the Pocket Card Holder with Money Clip, to file, prosecute and maintain Licensed Patents and Licensed Patent Applications with respect to the Licensed Products as reasonably requested by LICENSEE from time to time, to keep LICENSEE advised of their status, and to give LICENSEE an opportunity to comment in advance on the filing and prosecution of such Licensed Patent Applications. LICENSOR shall issue as a patent each such application prosecuted to allowance.

4.2 Subject to Article 4.3 below, LICENSEE shall reimburse LICENSOR, within sixty (60) days of receipt of invoices and supporting documentation, for all costs and fees associated with filing, prosecuting and maintaining Licensed Patent Applications and Licensed Patents.

4.3 LICENSEE shall have the right, upon written notice to LICENSOR, to cease reimbursing LICENSOR under Article 4.2 for costs incurred after a date specified in such notice with respect to any Licensed Patents or Licensed Patent Applications. Such date shall be not less than thirty (30) days after the date of such notice. If LICENSEE exercises such right, LICENSOR shall have no further obligations to pursue the prosecution or maintenance of such Licensed Patents or Licensed Patent Applications and LICENSEE will lose the license granted hereunder with respect to such Licensed Patent or License Patent Application; provided, however, that such loss of license shall not relieve LICENSEE of its obligation to pay LICENSOR all Percentage and Annual Royalties accrued prior to the specified date.

4.4 LICENSEE shall have the right but not the obligation to defend or institute litigation in connection with any infringement of any patent under which it is licensed hereunder at its own expense and for its own benefit. LICENSOR hereby grants to

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LICENSEE the right to join LICENSOR (without cost or expense to LICENSOR) as party plaintiff in any such litigation, and LICENSOR agrees to cooperate with LICENSEE as may be necessary, but ^{at} as LICENSEE's expense, in any such litigation. However, if LICENSEE fails to defend or prosecute any such infringement to LICENSOR's satisfaction, LICENSOR shall have the right, at his own expense and benefit, to defend or institute any litigation in connection therewith or to join in any proceeding in which LICENSEE may be participating regardless of whether or not requested by LICENSEE.

4.5 All monies recovered either as a result of a judgment or settlement of litigation commenced either by LICENSEE or LICENSOR in connection with any infringement of any patent shall be retained by the party that paid the expense of such litigation. If both parties participated in the payment of litigation expenses, then any monies recovered shall be shared in accordance with the proportion of litigation expenses paid.

ARTICLE V - TRADEMARKS

LICENSEE shall, at its sole discretion and cost, select and shall own any trademarks associated with its marketing of Licensed Products.

ARTICLE VI - TERMINATION

6.1 This Agreement shall continue from the Effective Date hereof and shall continue until terminated by a provision of this Agreement.

6.2 LICENSEE shall have the right to terminate this Agreement at any time prior to December 31, 1996 by notifying LICENSOR in writing that he does not wish to proceed. Termination shall be effective on receipt by LICENSOR of such notification.

6.3 LICENSEE shall have the right, at any time during the term of this Agreement, upon ninety (90) days written notice, to terminate his manufacture, sale and marketing of the Licensed Products, in which event this Agreement shall terminate. Commencing February 1, 1998, said notice period shall be extended to one hundred eighty (180) days.

6.4 Either party may terminate this Agreement upon thirty (30) days written notice for any material breach or default of the other party. The termination shall become effective at the end of the notice period unless during the notice period the party in breach shall cure the breach or default.

6.5 Except where termination results from the material breach or default of LICENSOR, termination of this Agreement shall not relieve LICENSEE of his obligation to pay Percentage Royalties accrued as of the date of termination.

6.6 Upon termination, LICENSOR shall have the option to purchase the following items relating to Licensed Products at LICENSEE's cost: (a) trademarks (b) marketing materials (c) customer lists (d) mailing lists (e) engineering and design studies (f) unsold inventory (g) tools and dies, and (h) packaging. Upon exercise of the option, LICENSEE shall provide LICENSOR with estimates of the cost of each available item, including a reasonable amount for development and overhead expenses. Within thirty (30) days of receipt of LICENSEE's cost estimate, LICENSOR shall tender payment in full for each purchased item, and accept delivery C.O.D. Failure by LICENSOR to timely exercise his option, tender payment, or accept delivery, shall operate as a waiver of LICENSOR's rights under this paragraph.

ARTICLE VII - WARRANTY

LICENSOR hereby warrants that he owns all right, title, and interest in and to the Licensed Patent, that he has the right to enter into this Agreement, and that he neither has made no will, during the term of this Agreement, make, without the written consent of LICENSEE, any agreements with others dealing with the Licensed Products in conflict with the rights granted hereby.

ARTICLE VII - INDEMNIFICATION

LICENSEE shall indemnify and hold LICENSOR harmless from and against any and all losses, costs, claims, damages or liabilities, including, without limitation, attorney's fees, to which LICENSOR may become subject and which arise out of or are caused by or based upon defects or alleged defects in the manufacture, workmanship or design of a

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Licensed Products manufactured or sold by LICENSEE, ~~its sublicensees~~, or its Affiliates, and which is licensed under this Agreement. LICENSOR shall promptly notify LICENSEE of any claim damage or liability, LICENSEE will assume the defense of any such suit or threatened suit. Failure of LICENSOR to promptly notify LICENSEE of such claim or cause of action shall relieve LICENSEE of its obligation to indemnify and hold LICENSOR harmless.

ARTICLE IX - NOTICES, MISCELLANEOUS

9.1 All notices shall be sent by registered mail, return receipt requested, addressed as follows:

If to LICENSOR:

Yancey E. Sumner III
7860 S.W. 129th Terrace
Miami, FL 33156

If to LICENSEE

Scott T. Kaminski
121 Samoa Court
San Ramon, CA 94583

Either party may at any time designate a change of address by giving written notice to the other party.

9.2 Neither this Agreement, nor any of the rights or obligations created herein, shall be assigned or transferred, in whole or part, by LICENSEE without the prior written consent of LICENSOR; provided, however, that without prior written consent, LICENSEE shall have the right to assign this Agreement to any Affiliates, or to a successor of LICENSEE to that part of LICENSEE's business to which this Agreement relates. LICENSOR shall have the right to assign this Agreement to a trust or a corporation owned or controlled by LICENSOR, without LICENSEE's prior approval or consent, or to another person or entity provided that LICENSOR complies with Articles 2.2 and 2.3 hereof.

9.3 Any waiver by a party of any rights arising from any breach of any terms of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other terms of this Agreement by the other party or its sublicensees. This Agreement between LICENSEE and LICENSOR constitute the entire agreement between the parties with respect to the License Products and shall not be modified, altered or

amended in any way except by a writing duly executed by the parties. This Agreement supersedes and terminates all prior agreement between the parties.

9.4 Neither party shall originate any publicity relating to this Agreement, including its existence, the identity of its parties, the subject matter to which it relates, or performance under it or any of its terms without prior written approval of the other party.

9.5 If any provision(s) of this Agreement are or become invalid, are ruled illegal by any court of competent jurisdiction, or are deemed unenforceable under the current applicable law from time to time in effect during the term of this Agreement, it is the intention of the parties that the remainder of this Agreement shall not be affected thereby. It is further the intention of the parties that in lieu of each such provision which is invalid, illegal, or unenforceable, there by substituted or added as part of this Agreement a provision which shall be as similar as possible in economic and business objectives as intended by the parties to such invalid, illegal, or unenforceable provision, but which shall be valid, legal, and enforceable.

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9.6 Any waiver, whether express or implied, by either party of a breach by the other party, shall not operate as a waiver of future breaches of the same or a different character.

9.7 This agreement shall be construed and interpreted in accordance with the laws of the State of Florida. *Any litigation arising out of this agreement shall be conducted within Dade County, Florida*

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IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed in duplicate as of the day and year first above written.

LICENSEE
Scott Kaminski 1-31-96
SCOTT T. KAMINSKI

LICENSOR
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YANCEY F SUMNER III

Yes
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7.8 In the event of any litigation arising out of this agreement, the prevailing party shall be entitled to award of reasonable attorney fee and cost of trial.

9.9 This agreement shall become null & void if not executed by & delivered to both parties prior to 2/20/96.

Yes
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