

**PATENT ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Emerging Technology Systems, Ltd.	01/02/2001
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	T.G.D. Corp., Inc.
<b>Street Address:</b>	21 Church Street
<b>City:</b>	Scarborough
<b>State/Country:</b>	MAINE
<b>Postal Code:</b>	04005
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
Patent Number:	6775564
Patent Number:	5910109
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)526-5000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Email:</b>	tina.dougal@wilmerhale.com
<b>Correspondent Name:</b>	Michael A. Diener
<b>Address Line 1:</b>	60 State Street
<b>Address Line 2:</b>	Wilmer Cutler Pickering Hale and Dorr LL
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02109
<b>ATTORNEY DOCKET NUMBER:</b>	290039.120
<b>NAME OF SUBMITTER:</b>	Michael A. Diener

Total Attachments: 11  
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# **AGREEMENT**

**BETWEEN**

**EMERGING TECHNOLOGY SYSTEMS, LTD.  
GENESIS MARKETING & DEVELOPMENT, LLC**

**RICHARD K. PETERS  
DONALD V. ELMERICK  
JAY S. BENDIS**

**(THE ORIGINAL OWNERS)**

**And**

**T. G. D. CORP., Inc.**

**\* T. G. D. Corp., Inc. obtains 100% of ETS membership interests**

**\* T. G. D. Corp., Inc. obtains all right, title and interest in and to the marketing rights of the ETS assets from GMAD**

## AGREEMENT

THIS AGREEMENT dated ~~December~~ <sup>January 2, 2001</sup>, 2000 by and among T.G.D. Corp., Inc. ("TGD") a Maine corporation, having its principal office at 21 Church St., Scarborough, Maine 04005; Genesis Marketing and Development Limited Liability Company, a Maine limited liability company ("GMAD") having its principal place of business at 2456 Lafayette Rd., Suite 12, Portsmouth, NH 03801; Emerging Technology Systems, Ltd., an Ohio limited liability company ("ETS") having its principal place of business in Akron, Ohio; Richard K. Peters ("RKP"), Donald V. Elmerick ("DVE") and Jay S. Bendis ("JSB") with addresses as they appear with their signatures below (JSB together with RKP and DVE the "Original Owners").

### WITNESSETH

WHEREAS, ETS is an Ohio Limited Liability Company;

WHEREAS, ETS is the owner of certain technology and intellectual property rights, all more particularly set forth in the attached schedule A entitled "ETS Assets;" and

WHEREAS, GMAD is a Maine Limited Liability Company; and

WHEREAS, GMAD is the holder of marketing and development rights to the ETS Assets; and

WHEREAS, TGD is desirous of obtaining one hundred percent (100%) of the membership interest in ETS; and

WHEREAS, ETS Members are desirous of transferring one hundred percent (100%) of their/its membership interest to TGD for the purpose of development of said ETS assets under the general terms and conditions set forth in this Agreement; and

WHEREAS, GMAD is desirous of transferring all right, title and interest in and to the marketing rights of the ETS Assets to TGD under the terms and conditions set forth in this Agreement; and

WHEREAS, TGD is desirous of obtaining all right, title and interest in and to the Marketing Rights with respect to the ETS Assets under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**SECTION 1:**

**A. Sale and Transfer of ETS Membership Interest.** ETS Members shall sell and transfer one hundred percent (100%) of the Membership Interest in ETS free and clear of all liens, encumbrances, contractual and other obligations not specifically set forth in Section 6 of this Agreement. The Assets of ETS are listed on Schedule A attached hereto.

**REDACTED  
SECTIONS  
1B THROUGH 29**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized officers, all as of the day and year first above written.

T.G.D. CORP., INC.

By: Todd G. DeKoning  
President

Dated: January 2, 2001

EMERGING TECHNOLOGY SYSTEMS, LTD.

Member:  
Genesis Marketing & Development, LLC

By: [Signature]

Dated: Dec 15, 2000

Member:

Beth Kimmel

Dated: \_\_\_\_\_

Member:

[Signature]  
Jerry H. Lord

Dated: Dec 15, 2000

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as a sealed instrument by their duly authorized officers, all as of the day and year first above written.

T.G.D. CORP., INC.

By: Todd or DeMouroy  
President

Dated: January 2, 2001

EMERGING TECHNOLOGY SYSTEMS, LTD.

Member:  
Genesis Marketing & Development, LLC

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Member:

Beth Kimmel  
Beth Kimmel

Dated: December 13, 2000

Member:

Jerry H. Loyd

Dated: \_\_\_\_\_

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Member:

Suzanne M. Loyd  
Suzanne Loyd

Dated: Dec 15, 2000

Member:

✓ David Bischoff

Dated: \_\_\_\_\_

Member:

✓ Jay S. Bendis

Dated: \_\_\_\_\_

Member:

✓ Donald V. Elmerick

Dated: \_\_\_\_\_

Member:

✓ Richard K. Peters

Dated: \_\_\_\_\_

**ORIGINAL OWNERS**

J.B. Consulting

✓ By: Jay S. Bendis

Dated: \_\_\_\_\_

✓ Donald V. Elmerick

Dated: \_\_\_\_\_

✓ Richard K. Peters

Dated: \_\_\_\_\_

**BETH KIMMEL**

✓ Beth Kimmel

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Member:

Suzanne Loyd

Dated: \_\_\_\_\_

Member:

David S. Bischoff  
David Bischoff

Dated: 12/14/2000

Member:

Jay S. Hendis

Dated: \_\_\_\_\_

Member:

Donald V. Elmerick

Dated: \_\_\_\_\_

Member:

Richard K. Peters

Dated: \_\_\_\_\_

ORIGINAL OWNERS

J.D. Consulting

By: Jay S. Hendis

Dated: \_\_\_\_\_

Donald V. Elmerick

Dated: \_\_\_\_\_

Richard K. Peters

Dated: \_\_\_\_\_

Member:

Suzanne Loyd

Dated: \_\_\_\_\_

Member:

David Bischoff

Dated: \_\_\_\_\_

Member:

Jay S. Bendis

Dated: Dec 14, 2006

Member:

Donald V. Elmerick

Dated: \_\_\_\_\_

Member:

Richard K. Peters

Dated: \_\_\_\_\_

**ORIGINAL OWNERS**

J.B. Consulting

By:

Jay S. Bendis

Dated: Dec 14, 2006

Donald V. Elmerick

Dated: \_\_\_\_\_

Richard K. Peters

Dated: \_\_\_\_\_

**BETH KIMMEL**

Beth Kimmel

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Member:

Suzanne Loyd

Dated: \_\_\_\_\_

Member:

David Bischoff

Dated: \_\_\_\_\_

Member:

Jay S. Bonds

Dated: \_\_\_\_\_

Member:

*Donald V. Elmerick*  
Donald V. Elmerick

Dated: 12/13/02

Member:

*Richard K. Peters*  
Richard K. Peters

Dated: 12/13/02

ORIGINAL OWNERS

J.A. Consulting

By:

Jay S. Bonds

*Donald V. Elmerick*  
Donald V. Elmerick

Dated: \_\_\_\_\_

*Richard K. Peters*  
Richard K. Peters

Dated: 12/13/02

Dated: 12/13/02

BETTI KIMMEL

Betti Kimmel

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Member:

Suzanne Loyd

Dated: \_\_\_\_\_

Member:

David Bischoff

Dated: \_\_\_\_\_

Member:

Jay S. Bendis

Dated: \_\_\_\_\_

Member:

Donald V. Elmcrick

Dated: \_\_\_\_\_

Member:

Richard K. Peters

Dated: \_\_\_\_\_

**ORIGINAL OWNERS**

J.B. Consulting

By: Jay S. Bendis

Dated: \_\_\_\_\_

Donald V. Elmcrick

Dated: \_\_\_\_\_

Richard K. Peters

Dated: \_\_\_\_\_

BETH KIMMEL

*Beth Kimmel, 12-13-2000*  
Beth Kimmel

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## **SCHEDULE A**

1. All licenses, concessions, grants, permits, franchises, registrations and other governmental consents, authorizations, and approvals pertaining to the Marketing Agreement and the ETS Assets.
2. All of GMAD's and ETS' rights in, to and under all domestic and foreign patents, patent applications, trade names, trademarks, copyrights, unpatented inventions, service marks, trademark and service mark registrations and applications, trade secrets, know-how, manufacturing, engineering and other drawings and blueprints, technology, technical information, engineering data, design and engineering specifications and similar data related to the Marketing Agreement and the products described therein and any and all other ETS Assets.
3. All lists of, and all written or electronic records and other data regarding customers, suppliers, inventory, research, and development, and financial information wherever located including, without limitation, credit information with respect to customers and suppliers, and all other correspondence, records, reports, disks, tapes and other files, information and records used in connection with the Marketing Agreement and all other ETS Assets.

**FURTHER EXHIBITS  
REDACTED**