

06-06-2006



RECC

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

6/1/06

1. Name of conveying party(ies)

Hamid Saadatmanesh

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

2. Name and address of receiving party(ies)

Name: HJ3 Construction Technologies, LLC

Internal Address: _____

Street Address: 4100 S. Fremont Ave.

City: Tucson

State: Arizona

Country: USA Zip: 85714

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

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

Execution Date(s) May 12 and 13, 2003

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Technology Transfer Agreement

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)

5,640,825

Additional numbers attached? Yes No

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

Name: Peter B. Goldman

Internal Address: Leonard Felker Altfeld
Battaile & Goldman, P.L.C.

Street Address: 250 N. Meyer Ave.

City: Tucson

State: Arizona Zip: 85701

Phone Number: 520-622-7733

Fax Number: 520-622-7967

Email Address: pbgoldman@lfaqb.com

6. Total number of applications and patents involved: 1 (one)

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 _____

Authorized User Name _____

9. Signature:

Peter B. Goldman
Signature

5/31/06
Date

Peter B. Goldman

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 18

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FINANCE SECTION
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TECHNOLOGY TRANSFER AGREEMENT

THIS TECHNOLOGY TRANSFER AGREEMENT (the "Agreement") dated as of May 13th, 2003 (hereinafter the "Effective Date") between HAMID SAADATMANESH, ("Saadatmanesh" or the "Transferor"), and HJ3 CONSTRUCTION TECHNOLOGIES, LLC, an Arizona limited liability company ("HJ3" or "Transferee").

WITNESSETH:

WHEREAS, Transferor is the owner of all right, title and interest in and to certain technology relating to the use of fiber reinforced polymers in the construction industry, including both retrofit of existing facilities and structures as well as for the construction of new structures or components thereof ("FRP") and related technologies as well as certain trademarks used in connection therewith;

WHEREAS, Transferor desires to sell, transfer, assign and convey to Transferee, and Transferee desires to purchase and acquire from Transferor the above-described FRP technology and related U.S. and foreign patents, patent applications and other intellectual property rights,

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

ARTICLE 1 DEFINITIONS

The terms defined in this Article I, whenever used in this Agreement (including any exhibit or schedule to this Agreement, unless otherwise defined therein) shall have the respective meanings indicated below for all purposes of this Agreement.

1.1 "Affiliate" of a Person means a Subsidiary of such Person and any Person that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the first Person. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

1.2 "FRP Technology" means the technologies and inventions within the scope of any one or more of the Patents, Patent Applications, according to any one or more of the claims thereof relating to the use of FRP in construction, including both retrofit of existing facilities and structures and for the construction of new structures and/or components thereof and related Intellectual Property.

1.3 "Further Developments" shall mean all inventions, innovations, and developments relating to FRP Technology developed by Saadatmanesh after the transfer and assignment of the FRP Technology to HJ3 during his association with the Transferee.

1.4 "Intellectual Property Assets" means, with reference to the FRP Technology, any and all United States and foreign: (a) Patents and Patent Applications, patent disclosures

awaiting filing determination, inventions and improvements thereto; (b) trademarks, service marks, trade names, trade dress, logos, business and product names, slogans, and registrations and applications for registration thereof (collectively or individually, "Marks"); (c) registered or common law copyrights (including software) and registrations thereof ("Copyrights"); (d) inventions, processes, designs, formulae, trade secrets, know-how, industrial models, confidential and technical information, manufacturing, engineering and technical drawings, product specifications and confidential business information ("Trade Secrets"); (e) mask work and other semiconductor chip rights and registrations thereof; (f) intellectual property or other proprietary rights similar to any of the foregoing; (g) copies and tangible embodiments of the foregoing (in whatever form or medium, including electronic media); and (h) all goodwill associated with, and all other rights thereunder or in respect thereof including, but not limited to, rights to sue for and enforce, and remedies against, past, present, and future infringements or violations thereof, and rights of priority and protection of interests therein under the laws of any jurisdiction worldwide, and all tangible embodiments thereof.

1.5 "Lien" means any mortgage, pledge, hypothecation, right of others, claim, security interest, encumbrance, lease, sublease, license, occupancy agreement, adverse claim or interest, easement, covenant, encroachment, burden, title defect, title retention agreement, voting trust agreement, interest, equity, option, lien, right of first refusal, charge or other restrictions or limitations of any nature whatsoever, including but not limited to such as may arise under any contract.

1.6 "Patent Applications" means the U.S. and foreign patent applications described on Exhibit A hereto, together with all docketed patent disclosures awaiting filing, provisional applications, re-issues, divisions, continuations, continuations-in-part and extensions of the foregoing.

1.7 "Patents" means U. S. Patent No. 5,640,825 (expiring _____), as described on Schedule A hereto, and any re-examinations, re-issues, design patents, industrial designs, and utility models thereof or relating thereto.

1.8 "Person" means any natural person, firm, partnership, association, corporation, company, limited liability company, limited partnership, trust, business trust, unincorporated association, governmental authority or other entity.

1.9 "Subsidiary" means a corporation, company, or other entity more than fifty percent (50%) of whose outstanding shares or securities (representing the right, other than as affected by events of default, to vote for the election of directors or other managing authority) are, now or hereafter, owned or controlled, directly or indirectly, by a party hereto, but such corporation, company, or other entity shall be deemed to be a Subsidiary only so long as such ownership or control exists.

ARTICLE 2

TRANSFER OF INTELLECTUAL PROPERTY ASSETS; PAYMENTS; LIABILITIES

2.1 Transfer of Assets. Subject to and upon the terms and conditions set forth in this Agreement, Transferor hereby sells, assigns and transfers unto Transferee, and Transferee hereby

purchases and acquires from Transferor, the full and exclusive right and title to the Intellectual Property Assets.

2.2 Consideration. Transferee hereby delivers with the Agreement a check payable to the Transferor in the amount of \$10.00 in full consideration of the Intellectual Property Assets.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF TRANSFEROR

Transferor represents and warrants to the Transferee as of the date hereof and as follows:

3.1 Authorization, etc. The Transferor has duly executed and delivered this Agreement. This Agreement and any agreements executed in connection herewith, including without limitation the assignments, constitute the legal, valid, and binding obligation of Transferor enforceable against the Transferor in accordance with their terms.

3.2 No Conflicts, etc. The execution, delivery, and performance by the Transferor of this Agreement and the assignments and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a violation of or a default under (with or without the giving of notice or the lapse of time or both) (i) any applicable law applicable to Transferor, or any assets of Transferor, or (ii) any contract or agreement to which Transferor is a party or by which Transferor, or any of their respective properties or assets, may be bound or affected. No governmental approval or other consent is required to be obtained or made by Transferor in connection with the execution and delivery of this Agreement or the assignments or the consummation of the transactions contemplated hereby and thereby.

3.3 Intellectual Property.

(a) Exhibit A contains a complete and accurate list and contains a brief description of all Intellectual Property Assets that are owned by Transferor related to, used in, held for use in connection with, or necessary for the use or exploitation of, or otherwise material to the FRP Technology. Transferor owns exclusively all Intellectual Property Assets, free and clear from any Liens and adverse claims and free from any requirement of any past, present, or future royalty payments, license fees, charges or other payments, or conditions or restrictions whatsoever. Mohammad R. Ehsani is a co-inventor of the Intellectual Property Assets and as such has coexistent rights to use the Intellectual Property Assets. These coexistent rights do not give rise to any royalty, fee, or other payment owed to Mohammad R. Ehsani for which HJ3 would have to pay in order to conduct and operate its business with respect to the FRP Technology.

(b) HJ3 will have the right to use all Intellectual Property Assets, free from any Liens and adverse claims. The ownership and use of the Intellectual Property Assets by HJ3 or its successors and assigns will not infringe or otherwise conflict with any rights of any Person. To the best knowledge of Transferor, after investigation, none of the Intellectual Property Assets is being infringed or otherwise used or available for use by any other Person except Mohammad R. Ehsani. There are no pending or threatened claims that a Patent or Patent Application, and none of the Patents or Patent Applications, nor any processes, know-how, inventions or discoveries described in any Patent or Patent Application, infringe or are alleged to infringe any

patient or other proprietary right of any Person. Transferor neither knows nor has reason to know of any facts which would tend to cast doubt on the validity or enforceability of any claim of the Patents or Patent Applications, including claims of pending applications.

(c) There are no agreements, arrangements or laws (i) pursuant to which Transferor or its predecessors has leased or licensed the Intellectual Property Assets, or the use of Intellectual Property Assets is otherwise permitted (through non-assertion, settlement, or similar agreements or otherwise) by, any other Person and (ii) pursuant to which Transferor has had Intellectual Property Assets leased or licensed to it, or has otherwise been permitted to use Intellectual Property Assets only through non-assertion, settlement, or similar agreements or otherwise except those rights retained by the co-inventor, Mohammad R. Ehsani.

(d) No claim or demand of any Person has been made nor is there any proceeding that is pending or threatened, nor is there a reasonable basis therefore, which (i) challenges the rights of Transferor in respect of any of the Intellectual Property Assets, or (ii) asserts that Transferor is required to pay any royalty, license fee, charge, or other amount with regard to any Intellectual Property Asset. None of the Intellectual Property Assets is subject to any outstanding order, ruling, decree, judgment, or stipulation by or with any court, arbitrator, or administrative agency, or has been the subject of any litigation whether or not resolved in favor of Transferor or its predecessors.

(e) The patents, Marks and Copyrights have been duly registered or filed with and/or issued by, as the case may be, the United States Patent and Trademark Office, United States Copyright Office or such other filing offices, domestic or foreign, and Transferor has taken such other actions to ensure full protection under any applicable laws and regulations, and such registrations, filings, issuances, and other actions remain in full force and effect in each case to the extent material to the Intellectual Property Assets. There are, and immediately after the Effective Date will be, no contractual restrictions or limitations pursuant to any order, decisions, injunctions, judgments, awards, or decrees of any governmental authority on HJ3's right to use the Marks. All of the Patents, Patent Applications, Marks and Copyrights are currently in compliance with all formal legal requirements (including payment of filing, examination and maintenance fees and proof of working or use), are valid and enforceable. No Patent or Patent Application has been or is now involved in any interference, reissue, re-examination or opposition proceeding.

(f) Each Trade Secret's documentation is current, accurate and sufficient in detail and content to identify and explain it, and to allow its full and proper use by HJ3 without reliance on the special knowledge or memory of others. None of the Trade Secrets are part of the public knowledge or literature, nor have they been used, divulged or appropriated for the benefit of any past or present employees or other persons, or to the detriment of Transferor or HJ3.

(g) Transferor has taken reasonable security measures to protect the secrecy, confidentiality and value of the Intellectual Property Assets, and any of its employees and any other persons who, either alone or in concert with others, developed, invented, discovered, derived, programmed or designed the Intellectual Property Assets, or who have knowledge of or access to information relating thereto, have been put on notice and have entered into agreements,

that the Intellectual Property Assets are proprietary to Transferor and not to be divulged or misused.

(h) Transferor has obtained confidentiality and assignments of inventions or other assignments, in one or more forms, from all of Transferor's past and present employees and independent contractors or their Affiliates involved in the creation or development of the Intellectual Property Assets, including, without limitation, from all employees and contractors who are inventors, authors, creators or developers of the Intellectual Property Assets. No independent contractors who have performed services relating to the Intellectual Property Assets have (or upon assignment and transfer of the Intellectual Property Assets at the Closing, will have) any right, title or interest in and to any of the Intellectual Property Assets.

3.4 Disclosure. No representation or warranty by Transferor contained in this Agreement contains or will contain any untrue statement of a material fact, or omits or will omit to state any material fact required to make the statements contained herein or therein not misleading.

ARTICLE 4 COVENANTS

4.1 Covenants of Transferor. Transferor hereby covenants and agrees that, except as otherwise consented to by Transferee in writing and he will cause, and shall execute and deliver such additional instruments, documents, conveyances, or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by Transferee, to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated hereby.

4.2 Covenants of Transferee. Transferee hereby covenants and agrees that, except as otherwise consented to by Transferor in writing it will execute and deliver such additional instruments, documents, conveyances, or assurances and take such other actions as shall be necessary, or otherwise reasonably requested by Transferor, to confirm and assure the rights and obligations provided for in this Agreement and render effective the consummation of the transactions contemplated hereby.

ARTICLE 5

INDEMNIFICATION; SURVIVAL OF REPRESENTATIONS AND WARRANTIES

5.1 Indemnification By Transferor. Transferor covenants and agrees to defend, indemnify and hold harmless Transferee, and each of their respective officers, directors, managers (including such managers' directors, shareholders, officers employees and agents), members, employees, agents, advisers, representatives, Affiliates, successors, assigns, heirs, and personal representatives, and any Affiliate of the foregoing, (collectively or individually, the "Indemnitees") from and against, and to pay or reimburse Transferee Indemnitees for, any and all claims, liabilities, obligations, losses, fines, costs, royalties, proceedings, deficiencies or damages (whether absolute, accrued, conditional, or otherwise and whether or not resulting from third party claims) including without limitation any out-of pocket expenses and reasonable attorneys' and accountants' fees incurred in the investigation or defense of any of the same or in asserting

any of their respective rights hereunder (collectively, "Losses"), resulting from or arising out of: (i) any inaccuracy of any representation or warranty made by Transferor herein or in connection herewith; (ii) any failure of Transferor to perform any covenant or agreement hereunder or to fulfill any other obligation in respect hereof; and (iii) any other matter arising out of or relating to the ownership, development, operation, or use of the Intellectual Property Assets or the business of Transferor prior to the Effective Date.

5.2 Survival of Representations and Warranties, etc. The representations and warranties of Transferor contained in this Agreement shall survive execution and delivery of this Agreement and for a period of 3 years thereafter, the consummation of the transactions contemplated hereby, and any termination of this Agreement (whether or not such termination is in accordance with this Agreement).

ARTICLE 6 MISCELLANEOUS

6.1 Notices and Other Communications. Any notice or other communication required or permitted to be given to either party shall be sufficiently given on the date of mailing if sent to such party by registered or certified mail (sent air mail or otherwise by the fastest service available) postage prepaid, addressed to it at its address set forth below, or to such other address as it may designate by written notice given to the other party.

In the case of any Transferor:

c/o

[ADDRESS]

In the case of Transferee:

[ADDRESS - to be supplied]

In the case of :

[ADDRESS]

6.2 Applicable Law. This agreement shall be construed, and the legal relations between the parties hereto shall be determined in accordance with the laws of the State of Arizona, without regard to any conflicts of laws principles.

6.3 Effective Time. This agreement becomes operative and binding on the parties as of the Effective Date only when it has been executed by each party.

6.4 Amendments. No amendment or modification of this Agreement shall be valid or binding upon the parties unless made in writing and signed by or on behalf of each party adversely affected thereby.

6.5 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes all previous communications, representations, or understandings, either oral or written, between the parties relating to the subject matter hereof.

6.6 Headings. The headings of the several articles sections are inserted for convenience of reference only and are not intended to be a part of, or to affect the meaning or interpretation of, this agreement.

IN WITNESS WHEREOF the parties hereto have caused this Technology Transfer Agreement to be duly executed as follows:

May 12, 2003


HAMED SAADATMANESH For US Patent # 6,640,182

HJ, CONSTRUCTION TECHNOLOGIES,
LLC, an Arizona limited liability company

By: James J. Butler
Name: JJ Butler
Title: President