

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Lancaster Technologies, LLC	08/16/2006
Rashid Bakievich Khalidov	08/16/2006
Alisher Vahidovich Shaihov	08/16/2006

RECEIVING PARTY DATA

Name:	Evgeny Yurievich Salnikov
Street Address:	Chilanzar District 2, House 26, Apt. 33
City:	Tashkent
State/Country:	UZBEKISTAN

Name:	Rashid Bakievich Khalidov
Street Address:	BESH-YOGOSH, House 5, Apt. 21
City:	Tashkent
State/Country:	UZBEKISTAN

Name:	Alisher Vahidovich Shaihov
Street Address:	2 Travel Islamov Street, H. 20
City:	Tashkent
State/Country:	UZBEKISTAN

Name:	Lancaster Technologies, LLC
Street Address:	109 Minna Street, No 204
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105

PROPERTY NUMBERS Total: 1

Property Type	Number

PATENT

500139351

REEL: 018109 FRAME: 0886

OP \$40.00 6058411

Patent Number:

6058411

CORRESPONDENCE DATA

Fax Number: (201)643-2381

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:

PATENT_6058411

NAME OF SUBMITTER:

Alisher Validovich Shainov

Total Attachments: 10

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AUTHENTICATION CERTIFICATE

VENUE.

REPUBLIC OF UZBEKISTAN)
TASHKENT) SS:
EMBASSY OF THE UNITED)
STATES OF AMERICA)

I certify that the annexed document has been executed by the genuine signature and seal of the following named official who, in an official capacity, is empowered by the laws of the country of venue to execute that document.

ARIPDYANOV

(Consular Section, Ministry of Foreign Affairs)

(Name of Official who executed the annexed document)

Tracey Newell

(Signature of Consular Officer)

Tracey Newell

Vice Consul of the
United States of America

DEC 23 2004

(date)

(SEAL)

CONTRACT NO.1
OF PARTNERSHIP IN COMMERCIAL IMPLEMENTATION
OF THE PATENT

City of Tashkent

December 13, 2004

1. Preamble.

Mr. Rashid Bakievich Kholidov, Mr. Alisher Vahidovich Shoihov, both residing in Tashkent, Uzbekistan, and **Lancaster Technologies LLC.**, the limited liability company of the state of California, USA (jointly referred to as "**Patent Holders**") on their behalf and holding the international patent application No. PCT/RU96/00088 dated April 11, 1996, and all the relevant prototype patents, including US patent No. 6,058,411 named "METHOD AND DEVICE FOR COMPUTING PRODUCT SUMS" granted on May 2, 2000 (jointly referred to as "Patent Rights"), further declaring that under the Agreement dated December 5, 1997, made by and between them and the named Inventor, **Mr. Aleksandr Yurievich Boltunov**, they are granted with all the powers and authorities to represent all the Patent Rights Holders in any negotiations, and when licensing or assigning the Patent Rights, and **Mr. Salnikov Evgeny Yurievich** (holder of Passport UZB CA 1490874 issued on March 15, 2000), residing in Tashkent (hereinafter referred to as "**Investor**"), hereinafter referred to as "**Parties**", have made the present Contract (hereinafter referred to as "**Contract**") as follows:

2. Subject of the Contract

Subject and purpose of the Contract is a cooperation of the Parties in promotion of the Patent for Invention, copy of which is an Annex to the Contract, granting a license/licenses for using the invention by the third person/persons, bringing the Patent to commercial implementation, including possible assignment of the Patent to any third person/persons, and carrying out any proper actions regarding the Patent Rights by joining an industrial and intellectual property, funds and efforts.

3. Liabilities of the Parties

3.1. Patent Holders are liable to:

- disclose all and any relevant information and documents regarding the Patent, its characteristics and work-outs;
- take an active part in joint actions for achieving purposes and subject of the Contract.

3.2. Investor is liable to:

- finance in time and in full all the actions and events agreed by the Parties for achieving the purposes of the Contract;

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ake an active part in joint actions for achieving the purposes of the Contract, including by using own potential required (office, experts, technological resources, liaisons, search for licensees and/or patent recipients and others), and to render managerial and other assistance; carry out marketing activities for purpose of commercial promotion of the Patent; the Parties shall agree on required amount of financing by the Addendum, which is an integral part of the Contract.

- 1.3. The Parties shall be liable for arranging activities relating to protection of the Patent and other exclusive rights, and prevention of any unfair competition from any third persons.
- 3.4. When achieving the set purposes, the Parties shall endeavor to develop their relations on the base of equality, bona fide partnership and protection of mutual interests. In case of any additional financing required, the Parties shall make their best effort to attract any investments on every stage of the Patent promotion.

4. Rights of the Parties

The Parties are entitled to:

- take part in any and all dealings aimed to achieve the purposes of the Contract;
- delegate each other the right to represent their commercial interests in every dealing with the third legal entities and individuals, if such dealings relate to the present Contract;
- arrange joint activities or productions;
- refuse to make any dealings, in case such dealings are unprofitable, or in case of either Party is not able to fulfil duly its obligations under such dealing;
- realize a profit from all commercial transactions under the clause of the Contract on percentage of the shares of the Parties.

5. Distribution of profits of the Parties.

Distribution of net profit of the Parties from granting licenses for use of the patent invention and/or assignment of the Patent, sale of either production models or products, which are the result of their joint activity, any other profit arisen from the present Contract, regardless of the proportional ratio of any tangible, intellectual, time and any other expenses of each Party hereto, is in percentage:

Patent Holders	60%
Investor	40%

6. Guaranties and responsibilities

6.1. **Patent Holders** shall guarantee:

- possibility to manufacture competitive products according to the main point of the Patent;
- possibility of commercial implementation of the Patent and products manufactured according to the main point of the Patent.

6.2. **Investor** shall guarantee:

- fulfillment of his obligations set forth in the clause 3.2 hereof.

oint activities

The Parties shall carry out joint activities under the present Contract as agreed between them. The Parties shall co-ordinate any actions based on the resolution mutually agreed and approved by the Parties.

2. For supervising any joint activities under the present Contract, the Patent Holders shall delegate a Coordinator – Mr. Kholidov Rashid Bakievich.
3. The Parties shall, without fail, report in writing on implementation of the present Contract, namely, on fulfillment of any undertakings, at least once a month.
- 7.4. Any granting of license for use of the patent invention and/or any assignment of either Patent or any product manufactured by using any patent-protected solutions, shall be approved by the Parties, and the net profit shall be distributed as set forth in the clause 5.

8. Special conditions

- 8.1. For purpose of accumulation of profit from licensees, or sale of the Patent or otherwise, the Parties shall establish a joint deposit account with any first class bank. Under an agreement with such bank the latter shall transfer any received amount to the own account of each Party according to the proportion set forth in the clause 5 of the present Contract.
- 8.2. The Parties hereby agree to use incoming funds of licenses for use of the inventions and/or assignment of the Patent, first, for covering all their expenses for obtaining the Patent and its promotion, of which the Parties shall execute and sign Collation Act, and based on such Act give proper instructions to the bank wherein the joint account is maintained.
- 8.3. Investor shall render any financial assistance to the Patent Holders under the present Contract by way of monthly assignments in favor of the Patent Holders. Amount of such assignments shall be agreed in writing, from time to time, by the Parties, but not less than initial amount required. Investor shall be indemnified for such costs according to the clause 8.2. hereof.
- 8.4. Investor shall not be entitled to assign his rights and/or obligations under the present Contract, unless such assignment is approved in writing, except for case of legal status change, when such assignment is possible with respect to the assignee.

9. Confidentiality

Any information disclosed by any Party to the present Contract shall be kept confidential and treated as such by the other Parties hereto, and such information shall be used in manner and procedure set forth in the present Contract, except for cases when such information:

- has been known to the recipient prior to disclosure thereof;
- is or will be available legally from other sources;
- is necessary or expedient to be disclosed to any government authority having jurisdiction over any Parties and arbitrators;
- otherwise stipulated by the law, or
- if the disclosing party has revoked its requirement of confidentiality.

10. Settlement of disputes

- 10.1. In case of any disputes arisen between the Parties regarding matters, which are not set forth in or related to the present Contract, the Parties shall endeavor to settle such disputes by negotiations.

Should the Parties fail to negotiate, such disputes subject to be settled down by the court of the relevant jurisdiction at the location of the respondent.

Termination of the present Contract.

- 1.1. The present Contract may be terminated upon mutual agreement of the Parties. If prior to termination of the present Contract any licenses were granted and/or the Patent was assigned with assistance of the Investor, the latter shall be entitled to:
- 1) profit from such assignment of the Patent according to the clause 5 of the present Contract and/or
 - 2) profit from such licenses according to the clause 5 of the present Contract for all the period of the Patent.

If at the date of termination of the present Contract no license contracts and/or patent assignment contracts were made, the Parties shall terminate any relations under the present Contract without any additional conditions and claims to each other.

12. Validity period of the Contract

Validity period of the present Contract shall be fixed within a duration of the Patent period, but such term of validity may be terminated automatically in cases set forth in the clause 10.

13. Force Majeure

The Parties shall be free from any liability for non-fulfillment, in full or in part, of their obligations under the present Contract, if such non-fulfillment caused by force majeure circumstances.

Letter of confirmation of the relevant governmental authority of the concerned party hereto shall be a solid evidence of such force majeure circumstances, which free the Parties hereto from any liability under the present Contract.

14. Other provisions

- 14.1. The present Contract shall become effective from the date of signing hereof.
- 14.2. Any amendments and supplements to the present Contract shall be effective if they are executed in writing and signed by all the Parties.
- 14.3. Illegitimacy, invalidity or unenforceability of any provisions of the present Contract shall have no effect to legitimacy, validity and enforceability of the remained provisions of the present Contract. Should such illegitimacy, invalidity or unenforceability of any provision hereof arisen, the Parties shall agree to negotiate about reciprocal replacement of such provisions hereof in order to keep close, as maximum as they can, initial purposes and objectives contained therein.
- 14.4. Granting licenses for use of the invention and/or assignment of the Patent shall be made based on the contracts made in writing and filed with the Patent Authority. Failure to keep writing form or any registration requirement shall cause invalidity of such contracts.
- 14.5. The present Contract was executed on December 13, 2004 in 5 counterparts in Russian, all the texts are of the same legal effect. The present Contract shall be translated into

English, duly legalized, and one counterpart shall be addressed to the Agent Company supervising the Patent.

PATENT HOLDERS

Signed
Kholidov Rashid Bakievich
for himself and in capacity of
the Representative of Lancaster Technologies LLC

INVESTOR

Signed
Salnikov Evgeny Yurievich

Signed
Shoihov Alisher Vahidovich
For himself

City of Tashkent,
This twelfth day of December Two Thousand and Four

I, AMIROVA M.M., the Private Notary located at Suite 22, 18 bldg., kvartal 11, A. Ikramov district, Tashkent City, do hereby certify the present Contract of Partnership in Commercial Implementation of the Patent. The contract was signed by Mr. R.B. Kholidov, Mr. A.V. Shoihov and Mr. E.Yu. Salnikov before me. The persons signed hereto are identified, their capacity was checked up.

Registered under No. 9971
Duty paid: 1306 soums

Signed
M.M. Amirova
Notary

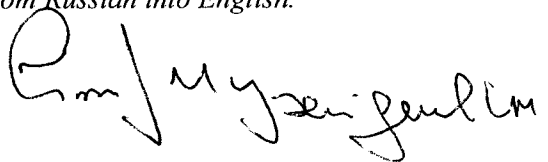
License TS 000033 issued on 18 August 1997
by the Department of Justice of Tashkent Regional Administration

This document contains 4 numbered and tied pages.

Signed Seal

I, undersigned, Mukhitdinov S.M., holder of passport CA No. 1531822, issued at Tashkent City Shaykhantakhur District Department of Internal Affairs on 11.10.2000, affirm that above is true and accurate translation of the Russian language document hereto annexed, and that I am fully competent in translation from Russian into English.

Signature



Республика Узбекистан
Город Ташкент. 18 декабря.
Две тысячи четвертого года

Я, Абдумаликов Абдукадыр Абдуназарович, Нотариус нотариальной конторы города Ташкента, свидетельствую подлинность подписи известного переводчика Мухитдинова С.М.

Личность, подписавшего документ установлена.

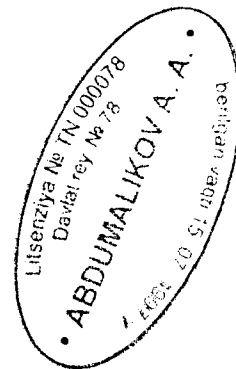
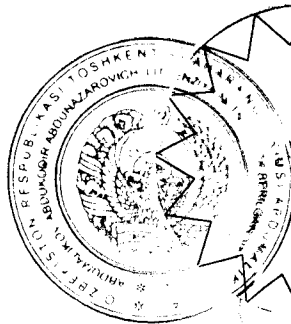


Зарегистрировано в реестре 1-20011

Взыскано по тарифу пошлины 653с

Нотариус

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и правовой помощи гражданам Министерства юстиции
и Узбекистан, свидетельствую подлинность настоящей
Абдумаликова А.А. - нотариуса нотариальной конторы
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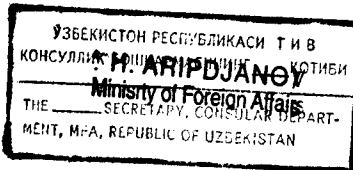
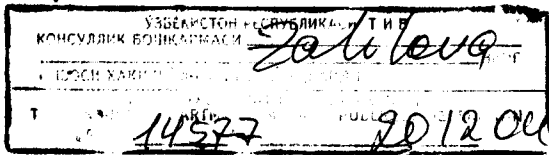
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вой помощи гражданам Министерства
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Zuliev



20 12 2004г. г.Ташкент



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Э.А.С.



17.07.2006