

FORM PTO-1595

U.S. DEPARTMENT OF COMMERCE

1-31-92

RECORDATION FORM COVER SHEET

Patent and Trademark Office

Docket N^o ASA 02-3-3

PATENTS ONLY

1. Name of conveying party(ies):

Pepper Aasgaard
3623 Armbrust Drive
Omaha, NE 68124

Additional name(s) of conveying party(ies) attached?

YES NO

2. Name and address of receiving party(ies):

ASAR Group, Inc.
11717 Burt Street, Suite 208
Omaha, NE 68154

Additional name(s) and Address(es) attached:?

YES NO

3. Nature of conveyance:

Assignment Merger Agreement
 Change of Name Other _____

Execution Date: February 14, 2006

4. Application number(s) or patent number(s):

Serial N^o 11/261,934 Filed: October 28, 2005

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No.(s)

11/261,934

B. Patent No.(s)

Additional numbers attached: YES NO

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

Customer No. 23531
SUITER • WEST • SWANTZ PC LLO
Sean Patrick Sulter
14301 FNB Parkway, Suite 220
Omaha, Ne 68154-5299

6. Total number of applications and patents involved: **ONE**

7. Total fee (37 CFR 3.41) **\$ 40.00**

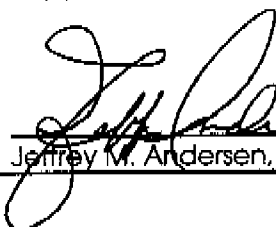
Authorized to be charged to deposit account 19-4882.

(Attach duplicate copy of this page if paying by deposit account).

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.


Jeffrey M. Andersen, Reg. No. 52,558

DATE: August 30, 2006

Total number of pages including cover sheet: **TWO (2)**

CH \$40.00 194882 11261934

AGREEMENT: A. L. "PEPPER" AASGAARD AND ASAR GROUP, INC.

ACCORD AND SATISFACTION:

Upon the receipt of good and valuable consideration in the amount of \$42,500.00 (forty two thousand five hundred dollars), A. L. "Pepper" Aasgaard (Pepper), hereby agrees to release ASAR Group, Incorporated, a Nebraska corporation ("ASAR"), of all monies owed to him for travel, phone, internet, product development and other such expenses including all use of his personal funds and will consider ASAR current and not in default of any obligations to him for such reimbursement of expenses owed. This accord will satisfy the above described debt as of and up to the date of the execution of this Agreement. The undersigned represent that this accord and satisfaction is freely and voluntarily made.

RATIFICATION OF TERMS OF PRE-EXISTING AGREEMENT:

Pepper and ASAR ratify and incorporate into this Agreement, the following conditions:

- A. Pepper will continue retain a minimum of 51% ownership interest in ASAR and that vote of such ownership will be relinquished to Chuck A, Mueller and Rick Logsdon who will vote such ownership until: 1) a product or a patent is sold; 2) the event of the death of either Chuck A, Mueller or Rick Logsdon; 3) the event that the company is in default to the obligations to A. L. Pepper Aasgaard in maintaining the minimum monthly loans agreed upon for maintenance; or, 5) ASAR Group, Incorporated is unable or unwilling to service and maintain such patent(s) and patent(s) pending as are assigned to ASAR.
- B. Pepper assigns to ASAR, as he has in the past, the rights to the patents owned and pending provided that ASAR maintain such fees and protect all rights associated with the patent(s) and the patent(s) pending as described in A.(5) above. This is to include any patents and patent(s) pending associated with current patents or those accepted in the future by the ASAR (this assignment is subject to the Seven Year Term below).
- C. Pre-existing terms and conditions which are not inconsistent with this Agreement.

SEVEN YEAR TERM:

Upon failure of ASAR to sell such patents, and/or rights associated thereunder, within seven years of the date of this Agreement, such assignment(s) will extinguish and ASAR will owe the minimum monthly loans agreed upon for maintenance accrued from the date of the execution of this Agreement until such extinguishment. Pepper assigns to ASAR the exclusive rights to sell such patents and patent(s) pending or rights thereto for a period of seven years, as of the date of the execution of this Agreement, and that all such sales would be considered final sale and that he will relinquish all rights to such patents upon sales of such provided such sale is not in conflict with any agreements between Pepper and ASAR. Upon any default of this Agreement Pepper has the option to cancel assignment(s).

A. L. "Pepper" Aasgaard

Date

Chuck A. Mueller

Chuck A. Mueller on behalf of ASAR Group, Inc.

Date

Rick Logsdon

Rick Logsdon on behalf of ASAR Group, Inc.

Date

2/14/06

2/14/06

2/14/06