

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Donald D. Root Jr.	10/01/2003
RECEIVING PARTY DATA	
Name:	Nottingham-Spirk Partners
Street Address:	11310 Juniper Road
City:	Cleveland
State/Country:	OHIO
Postal Code:	44106
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6174072
CORRESPONDENCE DATA	
Fax Number:	(614)621-0010
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	614-621-7788
Email:	ipdocket@calfee.com
Correspondent Name:	Diane Dobrea
Address Line 1:	21 East State Street
Address Line 2:	1100 Fifth Third Center
Address Line 4:	Columbus, OHIO 43215-4243
ATTORNEY DOCKET NUMBER:	19427/03905
NAME OF SUBMITTER:	Milan Jovanovic
Total Attachments: 8 source=mj1139#page1.tif source=mj1139#page2.tif source=mj1139#page3.tif	

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PATENT LICENSE AGREEMENT

This Patent License Agreement ("Agreement") entered into effective as of the 15th day of OCT, 2003, by and between Nottingham-Spirk Partners, an Ohio partnership having its principal place of business at 11310 Juniper Road, Cleveland, OH 44106 ("NS"), and Donald D. Root, Jr., an individual, having an address at 3935 Autumn Street, Las Vegas, Nevada 89120 ("Root").

WITNESSETH:

WHEREAS, NS desires to acquire an exclusive license in and to certain patents owned by Root, and Root is willing to grant such a license to NS.

NOW, THEREFORE, in consideration of the mutual premises set forth herein and other good and valuable consideration, the parties hereto agree as follows:

1. Definitions.

(a) "Patent(s)" means any patent applications and the patents listed on Exhibit A, attached hereto, and any original, reissued, reexamination patents granted therefor, and all provisional, divisions, continuations in whole or in part, extensions, and foreign counterparts thereof.

(b) "Person" means any individual, corporation, limited liability company, partnership, association or any other entity or organization.

2. Grant of Rights.

Subject to the terms and conditions of this Agreement, Root hereby grants to NS an exclusive, worldwide license, which is exclusive even with respect to Root, including the right to sublicense, in and to the Patents, including the right to make, have made, use, sell, have sold and offer for sale any apparatus and compositions, and any methods for

creating same, covered by the Patents within all fields (the "Licensed Product(s)"). Prior to entering any sublicensing agreements concerning the subject matter of this Agreement, NS shall first obtain the approval of Root concerning such agreement, which approval shall not be unreasonably withheld. Root acknowledges that NS, its parent or an affiliate, has, contemporaneous with the date of this Agreement, entered into the sublicensing agreements listed in Exhibit B, attached hereto, and that such agreements will continue in full force and effect after the date of this Agreement pursuant to their terms, until such time as these sublicenses are terminated pursuant to their terms.

3. [REDACTED]

4. [REDACTED]

5. Notices.

All notices shall be in writing delivered as follows:

(a) If to NS, to:

Nottingham-Spirk Partners.
11310 Juniper Road
Cleveland, OH 44106

Attention: John Nottingham

(b) If to Root, to:

Donald D. Root, Jr.
3935 Autumn Street
Las Vegas, Nevada 89120

or to such other address as may be designated. Notices may be sent by (a) overnight courier, (b) confirmed facsimile transmission, or (c) registered or certified mail, postage prepaid, return receipt requested; and shall be deemed to have been given (a) in the case of overnight courier, the next business day after the date sent, (b) in the case of facsimile transmission, on the date of confirmation of such transmission, and (c) in the case of mailing, three (3) business days after being mailed, and otherwise notices shall be deemed to have been given when received by the Person to whom the notice is addressed or any other Person with apparent authority to accept notices on behalf of the Person to whom the notice is addressed.

6. [REDACTED]

7. Entire Agreement.

This Agreement and the Exhibits referred to herein constitute the entire agreement

between the Parties with respect to the subject matter hereof. This Agreement supersedes all prior agreements and understandings, whether oral or in writing, between the Parties with respect to the subject matter hereof.

8. **Assignment.**

This Agreement and the rights and obligations hereunder may not be conveyed, assigned or otherwise transferred in whole or in part by either Party without the prior written consent of the other Party. This Agreement and the rights and obligations hereunder are binding upon and inure to the benefit of the Parties and their respective successors and assigns. The terms of this Agreement are binding upon each of the successors and assigns of a Party as if such successor or assign had been a party hereto on the effective date of this Agreement.

9. **Severability.**

Each provision, paragraph and subparagraph of this Agreement constitutes a distinct and separate covenant, and if any provision, paragraph or subparagraph is adjudged by any court of law or arbitrator to be void or unenforceable in whole or in part, such adjudication will not be deemed to affect the validity or enforceability of the remainder of this Agreement, or of any other provision, paragraph or subparagraph of this Agreement.

10. **Headings.**

The section headings in this Agreement are for convenience only and do not form part of this Agreement. The headings will not be considered in the construction or interpretation

of this Agreement.

11. Governing Law.

This Agreement, and the rights and obligations of the Parties hereunder, are governed by and interpreted, construed and enforced under the laws of the State of Ohio without regard to its choice of law rules.

12. Modifications.

No additions, changes, or other modifications of this Agreement or of any Exhibits attached hereto are valid or binding upon any Party unless made in writing and duly executed by each of the Parties hereto.

13. Waiver.

The failure of either Party to insist upon the strict performance by the other Party of any provision of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, does not constitute a waiver of such breach or of such provision or any other provision of this Agreement. The failure of either Party to enforce any provision of this Agreement does not prevent such Party from fully exercising its rights or enforcing any provision at another time.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

NOTTINGHAM-SPIRK PARTNERS

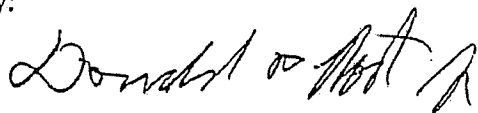
(NS)

By:



DONALD D. ROOT, JR.
an individual
(ROOT)

By:



Name: John Nottingham
Title: Partner

Name: Donald D. Root, Jr

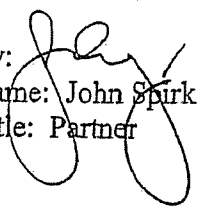
By: 
Name: John Spirk
Title: Partner

EXHIBIT A
PATENT RIGHTS

1. U.S. Patent No. 6,174,072 B1

EXHIBIT B
SUBLICENSE AGREEMENTS

1. EMERALD INNOVATIONS, L.L.C.