

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Partial Assignment
CONVEYING PARTY DATA	
Name	Execution Date
Philip Albert Studer	02/16/2007
RECEIVING PARTY DATA	
Name:	Sandor Wayne Shapery
Street Address:	402 West Broadway, Suite 1220
City:	San Diego
State/Country:	CALIFORNIA
Postal Code:	92101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11272103
CORRESPONDENCE DATA	
Fax Number:	(619)237-0191
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	619-239-4700
Email:	rick@shaperyenterprises.com
Correspondent Name:	Sandor W. Shapery
Address Line 1:	402 West Broadway, Suite 1220
Address Line 4:	San Diego, CALIFORNIA 92103
NAME OF SUBMITTER:	Sandor W. Shapery
Total Attachments: 5	
source=Assignment of Patent Application (fully executed)#page1.tif source=Assignment of Patent Application (fully executed)#page2.tif source=Assignment of Patent Application (fully executed)#page3.tif source=Assignment of Patent Application (fully executed)#page4.tif source=Assignment of Patent Application (fully executed)#page5.tif	

OP \$40.00 11272103

ASSIGNMENT OF PATENT APPLICATION

THIS AGREEMENT is made this 16th day of February, 2007, by and between Philip Albert Studer ("Assignor") whose business address is 3126 Gracefield Road, Apartment 209, Silver Spring, MD 20904 and Sandor Wayne Shapery ("Assignee", and collectively, the "Parties") whose address is 402 West Broadway, Suite 1220, San Diego, CA 92101.

WHEREAS, Assignor has invented a linear brushless D.C. motor with stationary armature and field and with integrateable magnetic suspension (the "Invention"), disclosed in a United States Patent Application (the "Patent Application") identified below.

WHEREAS, Assignee wishes to acquire certain right, title and interest in the Patent Application, and Assignor wishes to sell such certain interest in the Patent Application to Assignee as more particularly set forth herein.

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the Parties agree as follows:

1. **Patent Application.** The Patent Application can be identified by:

**U.S. 11/272,103 Nov.4,2005 following
Provisional Application U.S. 60/827,706 11/15/2004**

2. **Assignment.** Assignor hereby assigns to Assignee, his successors and representatives, all right, title and interest in the Patent Application and in all divisions, renewals and continuations thereof, and in all letters patent granted thereon, including all reexaminations, extensions and reissues thereof for all purposes and uses related to the transportation of goods, freight, and people. Assignor shall retain all right, title and interest in the Patent Application and in all divisions, renewals and continuations thereof, and in all letters patent granted thereon, including all reexaminations, extensions and reissues thereof for all rights to medical, laboratory or indoor industrial uses and applications. Assignor hereby requests the Commissioner of Patents of the United States to issue all Letters Patent granted pursuant to the Patent Application to Assignee and Assignor as set forth hereinabove, and to their respective successors and representatives. This assignment shall be recorded with the United States Patent and Trademark Office ("USPTO").

3. **Payment.** In consideration of the assignment of the Patent Application pursuant to this Agreement, and of the promises and covenants contained herein, Assignee shall pay to Assignor a fee in the amount of \$20,000, payable \$5,000 upon recording of the Assignment with the USPTO; \$5,000 upon the first anniversary of the recording of the

Assignment with the USPTO; \$5,000 upon the second anniversary of the recording of the Assignment with the USPTO; and \$5,000 upon the third anniversary of the recording of the Assignment with the USPTO.

4. **Assignor's Profit Sharing from Assignee's Use and Exploitation of the Invention.** Assignor shall be entitled to receive a sum equal to one-tenth of one percent (.001%) of the gross income derived by Assignee from Assignee's use and exploitation of the Invention. In addition, Assignor shall be entitled to receive a sum equal to three percent (3%) of the net income, after taxes, derived by Assignee from Assignee's use and exploitation of the Invention.
5. **USPTO Filing and Maintenance Fees.** Assignor and Assignee shall each be responsible for their respective prorata share of all USPTO filing and maintenance fees imposed in connection with the Patent Application including all divisions, renewals and continuations thereof, and in all letters patent granted thereon, including all reexaminations, extensions and reissues thereof. Said prorata shares shall be calculated by dividing any such USPTO fees by the number of then current assignees at the time any such fees are due and payable to the USPTO.
6. **Assignor's Consultation With Assignee.** Assignor shall, at Assignee's request from time to time, consult with Assignee on the development and exploitation of the Invention. Assignor shall be deemed to be an independent contractor and shall not for any purpose be considered an employee of Assignee. For such consultation, Assignor shall be entitled to compensation at the rate of forty dollars (\$40.00) per hour. Assignor shall submit to Assignee monthly invoices describing the tasks performed by Assignor and the amount of time expended by Assignor in the performance of such tasks billed in increments of one-tenth (1/10) of an hour.
7. **Assignor's Representations and Warranties.** Assignor hereby represents and warrants that it has the legal right and authority to execute this Agreement, and to validly assign the entire or a part interest in the Patent Application to Assignee. Assignor further represents and warrants that it has not executed any other agreement that would conflict with the terms of this Agreement and the Patent Application Assignment, nor shall Assignor execute any such agreement in the future.
8. **Further Actions.** Assignor hereby agrees to execute any further agreements and to take any further actions necessary to aid Assignee in perfecting its interest in the Patent Application Assignment, and in any letters patent granted thereon, and in enforcing any and all protections or privileges deriving from the Patent Application or from said letters patent. Both parties hereby agree to execute any further agreement and to take any further actions necessary to aid in perfecting their respective interest in the Patent Application and in any letters patent granted thereon, and in enforcing any and all protections or privileges deriving from them.

9. **Restriction.** The Assignee shall not reassign any rights granted by this document to any third party without the written consent of the present Assignor. Assignee shall have the right to license to third parties transportation systems developed by Assignee from the Invention.
10. **Termination.** If for any reason Assignee allows the patent protection to lapse or ceases to actively pursue the development, display, sale or production of systems or elements covered by the Patent Application or resultant patent, the rights granted on this patent shall revert to the Assignor.
10. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of California, without regard to conflicts of law principles.
11. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
12. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
13. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and mailed certified return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Assignor: Philip Albert Studer
3126 Gracefield Road, Apartment 209
Silver Spring, MD 20904

If to Assignee: Sandor Wayne Shapery
402 West Broadway, Suite 1220
San Diego, CA 92101

14. **Headings.** The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
15. **Litigation.** If litigation is commenced between the parties, the Prevailing Party in that litigation shall be entitled to recover from the nonprevailing party all reasonable attorneys' fees and costs.

16. **Entire Agreement.** This Agreement, and the documents referenced herein, constitute the entire agreement between Assignor and Assignee, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.
17. **Successors.** This Assignment will enure to the benefit of and be binding upon the heirs, executors, and successors of the Assignee.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

ASSIGNOR

ASSIGNEE

Philip Albert Studer
Philip Albert Studer

Sandor Wayne Shapery
Sandor Wayne Shapery

State of Maryland)
County of Montgomery) ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT

Philip Albert Studer personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 16th day of February, 2007.

Jennifer L. Spano
Signature of Notary Public

(Seal) Jennifer L. Spano
Printed Name of Notary

My commission expires on 2.27.08, 2008.

CALIFORNIA JURAT WITH AFFIANT STATEMENT

State of California

County of San Diego } ss.

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

Subscribed and sworn to (or affirmed) before me on this

13 day of February, 2007, by

(1) Sandra Wayne Shapery
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) (.)

(and)
(2) Sandra Wayne Shapery
Name of Signer

- Personally known to me
- Proved to me on the basis of satisfactory evidence to be the person who appeared before me.)



Maria Van Gilder
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Assignment of Patent Application

Document Date: 2-13-07 Number of Pages: 4

Signer(s) Other Than Named Above: Philip Albert Stuber

RIGHT THUMBPRINT OF SIGNER #1
Top of thumb here

RIGHT THUMBPRINT OF SIGNER #2
Top of thumb here