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FORM PTO-1595 (Modified) 1-31-92

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

## CORRECTIVE DOCUMENT RECORDATION FORM COVER SHEET PATENTS ONLY

Attorney Docket No.: 10274-17111

	No.: 10274-17U
To the Assistant Commissioner of Patents and Trademarks: Please recorded with the Office on April 1, 2003 at Reel 013914, Frame 0	e record the attached Corrective Document that corrects an original Assignment
Name of conveying party(ies):  Josh Deetz	2. Name and address of receiving party:  Sweetskinz, Inc. 33 Rock Hill Road Suite 130 Bala Cynwyd, PA 19004
3. Nature of conveyance:  [ ] Corrected Assignment [ ] Merger [ ] Security Agreement [ ] Change of Name [X] Other: Clean Version of Employment Agreement  Execution Date: January 1, 2001  Document ID No.: 500230787	
<ul><li>4. Application number(s) or patent number(s) 10/253,837 ;</li><li>[ ] This document is being filed together with a new application.</li></ul>	and 11/470,064
A. Patent Application No.(s):	B. Patent No.(s):
Additional num	abers attached?[ ] Yes [X] No
<ol> <li>Name and address of party to whom correspondence document should be mailed;</li> </ol>	6. Total number of applications and patents involved; [2]
DENNIS J. BUTLER AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P. One Commerce Square - 2005 Market Street - Suite 2200 Philadelphia, PA 19103 Telephone: (215) 965-1200 Direct Dial: (215) 965-1292 Facsimile: (215) 965-1210 E-Mail: dbutler@akingump.com	<ul> <li>7. Total fee (37 C.F.R. 3.41) Cal. 2 x \$40.00 =\$ 80.00</li> <li>[] Check enclosed</li> <li>[X] Authorized to be charged to deposit account</li> <li>8. Deposit account number: 50-1017</li> <li>(Billing No.: 210274.0018)</li> </ul>
DO NO	T USE THIS SPACE
9. Statement and signature	true and correct and any attached copy is a true copy of the original document.  March 9 2607  Date
0MB No. 0651-0011 (exp. 4/94)	Total number of pages including cover sheet, attachments and document;
	- DATENT

## EMPLOYMENT AGREEMENT OF JOSH DEETZ

THIS AGREEMENT is made as of the 1st day of January, 2001 by and between SWEETSKINZ, INC., a Pennsylvania corporation (the "Company"), and JOSH DEETZ ("Employee").

## **BACKGROUND**

The Company wishes to employ and Employee wishes to be employed by the Company subject top the terms and conditions below.

NOW. THEREFORE, in consideration of the mutual promises and covenants contained herein and intending to be legally bound hereby, the Company and Employee agree as follows:

1. <u>Employment.</u> The Company hereby employs Employee and the Employee hereby accepts employment by the Company for the period and upon the terms and conditions contained in this Agreement.

#### Office and Duties.

- (a) Employee shall serve the Company as Chief Technology Officer and shall have such duties, responsibilities and authority as established from time to time by the Company's Chief Operating Officer, including but not limited to those responsibilities set forth on Exhibit "A".
- (b) The Employee shall devote his full business time and effort in the perfermence of his duties under this Agreement as is reasonably required. Notwithstanding the foregoing, so long as it does not materially interfere with Employee's employment, it is understood that the Employee may (i) devote his time to outside investments, and (ii) serve as a director and/or officer of an affiliated company and any noncompeting company.

8. Company Property. All information, materials or data of any kind furnished to Employee by the Company or developed by Employee on behalf of the Company or at the Company's direction or for the Company's use or otherwise in connection with Employee's employment nereunder, are and shall remain the sole and confidential property of the Company; if the Company requests the return of such materials at any time during or at or after the termination of Employee's employment, Employee shall immediately deliver the same to the Company.

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IN WITNESS WHEREOF, the parties, intending to be legally bound, have executed and delivered this Agreement as of the date first above written.

SWEETSKINZ, INC

Bv:

Lionel Mellet, Chief Operating Officer

Employee:

JOSH DEETZ

## Exhibit A

# Duties, Responsibilities, and Authority of Employee

(1) Employee shall serve as a senior member of the SweetSkinz management team.

(2) Employee shall manage and oversee all research and development of SweetSkinz relating to the technology to be developed and/or incorporated into the SweetSkinz tires.

- (3) Employee shall develop and implement a strategy relating to all technological aspects of the tires, including managing the relationships with tire manufacturers, dealers, OEMs, key customers, vendors and third parties which will be assisting SweetSkinz and third parties to design the required machinery and develop the know-how to efficiently manufacture high quality SweetSkinz products.
- (4) Employee shall supervise and manage all patenting efforts relating to the SweetSkinz technology in all countries, including interfacing with patent counsel in various countries throughout the world.
- (5) Employee shall assist and meet with, on an as-needed basis, prospective investors, vendors, suppliers, and other third parties in order to provide technical and tire industry expertise that will, from time to time, require overseas travel.