

09-06-2007



IEET

To the Director of the U.S. Patent

103442279

ed documents or the new address(es) below.

1. Name of conveying party(ies)

Carl Lemke

2. Name and address of receiving party(ies)

Name: Sterling Edge, Inc.

Internal Address: _____

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) August 19, 2003

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other Exclusive License

Street Address: 190 E. Wardlow, Suite 400

City: Highland

State: MI

Country: US Zip: 48356

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

5,921,720

Additional numbers attached? ☐ Yes ☒ No

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

Name: Adam J. Sheridan

Internal Address: _____

Street Address: One Moorsbridge Road, PO Box 4010

City: Kalamazoo

State: MI Zip: 49003-4010

Phone Number: (269) 324-3000

Fax Number: (269) 324-3010

Email Address: adam.sheridan@kech.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$40.00

☐ Authorized to be charged by credit card

☐ Authorized to be charged to deposit account

☒ Enclosed

☐ None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

8/22/03
Date

Robert N. Lemke

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 019781 FRAME: 0941

**AGREEMENT OF TRANSFER AND ACQUISITION OF STOCK IN STERLING EDGE,
INC. AND FULL AND FINAL RELEASE OF ALL CLAIMS AND AGREEMENT
REGARDING PATENT**

WHEREAS, Carl Lemke and Sterling Edge, Inc. desire to enter in to this Agreement and all parties acknowledge that any corporate actions undertaken by Sterling Edge, Inc. under this Agreement are done with approval and authorization;

WHEREAS, the parties have expressed a desire to enter into this Agreement for Carl Lemke to transfer his shares of stock in Sterling Edge, Inc., ("the Shares") which he warrants and represents that he owns free and clear of any liens or encumbrances, and for Sterling Edge to acquire said shares under the terms and conditions set forth below;

1. REDACT

2. Carl Lemke shall have sole ownership of a certain United States Patent No. 5,921,720, however Carl Lemke agrees to give Sterling Edge exclusive use of the patent and patented technology until such time as Sterling Edge discontinues business or defaults on any of the obligations set forth within this agreement. Said exclusive use of the patent by Sterling Edge shall be free of any royalty or fee payment to Carl Lemke on all sales of any tools or technology subject to United States Patent No. 5,921,720.

3. REDACT

4. Except for the obligations created pursuant to the provisions of this Agreement, the parties ("Releasors") do hereby mutually release, acquit and discharge each other and all their respective past, present and future officers, directors, shareholders, employees, agents, servants, representatives, indemnitors, insurers, related companies, successor corporations and assigns of and from any and all claims, demands, obligations, damages, suits, debts, expenses, covenants, promises, agreements, contracts, liabilities, actions and causes of action of every kind, nature and description, whether known or unknown, suspected or unsuspected, and whether founded in fact or in law, that RELEASORS, may have had, may now have, or may hereinafter have by reason of any matter, cause, act or omission whatsoever, that occurred at any time prior to the date of this Agreement, or any of them, including, without limitation, any and all claims or actions which otherwise arose out of and/or are related to any and all relationships and/or agreements between the parties, or their respective agents, employees or representatives prior to the date of the execution of the Agreement and/or all other claims asserted or that could have been asserted in the Litigation.

5. The parties shall cooperate in executing all documents necessary to effectuate the intent of this agreement and to effect the transfer. Carl Lemke shall deliver any certificates or shares in his possession, duly endorsed, for transfer to Sterling Edge, or execute any documents necessary to effect such a transfer. Carl Lemke further expressly agrees that by transferring said shares to Sterling Edge that he is transferring and relinquishing any and all interest, rights or ownership in the corporate entity Sterling Edge and that he shall have no further rights regarding said entity. Carl Lemke will forthwith turn over any documents in his possession relating to the business of Sterling Edge, including but not limited to any customer lists, and agrees not to solicit nor interfere with the business relationship between Sterling Edge and any of its customers.
6. The representations and obligations of the parties shall survive the closing.
7. This agreement shall be binding on the successors, assigns, and agents of the parties.
8. The parties or their respective members, agents or representatives will not make any disparaging remarks about the other party or any other parties or individuals, owners, managers, officers, employees of any of the parties executing the Agreement, and will not make any statements that would place the other in a false light to any employees, customers, vendors or suppliers of Sterling Edge, Inc. or otherwise take any action that would induce any employee, customer, vendor or supplier of Sterling Edge to terminate or fail to enter into a relationship with Sterling Edge. It is specifically agreed that no party, or that parties' agents, officers or employees, shall make any statements or communications challenging or disparaging Sterling Edge's rights to use the patented technology.
9. REDACT
10. REDACT
11. Carl Lemke shall unconditionally indemnify and hold harmless Sterling Edge, and/or its successors and assigns, against and in respect of any and all liabilities, loss, cost, damage, interest, legal fees and other expenses, of whatsoever kind or nature incurred

by any of them, by reason of:

- A. Any claims against the Shares being transferred by Carl Lemke;
- B. Any breach of any representation, warranty or covenant contained in this Agreement;
- C. Any claims brought by any party who is not a party to this agreement arising out of any actions, or failure to act, on the part of Carl Lemke while a shareholder, officer, agent or employee of Sterling Edge;

In the event of a Claim, cost, expense or liability as described above, Carl Lemke shall be promptly notified in writing of any proposed compromise or settlement regarding such Claim. In the event Carl Lemke fails to object in writing to such proposed settlement or compromise within thirty (30) days after receipt of such notice, Carl Lemke shall be deemed to be in agreement with said proposed settlement or compromise. In such case, Sterling Edge may take any action and require Carl Lemke to pay such sums as are necessary to effectuate said compromise or settlement if Sterling Edge deems such proposed settlement or compromise desirable and said proposed settlement or compromise is still available on the date set for closing of said settlement or compromise. Sterling Edge shall have the right to advance any such sums and then obtain reimbursement from Carl Lemke. In the event Carl Lemke objects in writing to such proposed settlement or compromise, Carl Lemke shall be liable for the full amount of the specific Claim, as ultimately determined, to which the proposed settlement or compromise relates. In addition, Carl Lemke shall be solely liable for any legal fees and expenses incurred prior to the time of the objection and Carl Lemke shall have the right and obligation to defend said Claim from the time of the written objection.

If any action or suit is instituted against Sterling Edge, by reason of or arising out of or in connection with any of the Claims set forth above, then and in such event said party or parties, upon being duly served with process, or equivalent formal notice of any required alternative dispute resolution, shall give reasonable notice to Carl Lemke of the institution of such action, and in any such action, Carl Lemke shall have the obligation to defend the same at his own expense, and pay any judgment entered therein; but Sterling Edge, shall have the option to participate in any such action or suit with counsel of their own selection. However, if any garnishment, levy, attachment, execution or other lien reaches, garnishes, encumbers or attaches any of the assets, property or business of Sterling Edge, their successors or assigns, by virtue of such suit, or as part of such suit, then and in such event Carl Lemke shall be obligated to immediately post whatever bond is required; and do whatever else is required, to expeditiously release the property, assets and business of Sterling Edge, or its successors and assigns, from any such levy, attachment, execution, lien, garnishment or encumbrance all at the sole expense of Carl Lemke.

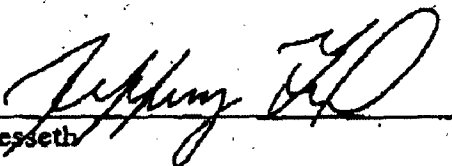
12. Carl Lemke hereby represents and warrants to Sterling Edge, as follows:

- A. That Carl Lemke has the requisite power and authority to enter in to this Agreement, and to carry out and perform the terms and provisions of this Agreement.
- B. That there are no other actions, suits or proceedings pending or threatened against Carl Lemke or any of the properties or assets being transferred

hereunder.

- C. Carl Lemke has good, absolute and marketable title to the Shares being transferred under this Agreement. Carl Lemke represents that he is the owner, beneficially and of record, of the referenced Shares, free and clear of all liens, encumbrances, security agreements, equities, options, claims, charges and restrictions, and he has the right and power to sell and transfer such Shares to Sterling Edge as provided in this Agreement.
 - D. Carl Lemke represents that he has not, as an officer, employee, agent or shareholder in Sterling Edge: caused Sterling Edge to incur or be subject to, any obligations or liabilities; made any contracts, agreements or understandings with anyone pertaining to Sterling Edge; made any concessions, promises or representations to customers of Sterling Edge that would be binding upon Sterling Edge after execution of this Agreement; or undertaken any actions that would cause a material increase in the cost and expense of operating Sterling Edge;
 - E. Carl Lemke represents that he is not aware of any actions, or failure to act, on his part, which may subject Sterling Edge to any claims or liabilities in the future.
 - F. The representations, warranties and covenants made herein shall be true and complete at the time this Agreement is executed and shall survive the execution of this Agreement and the transfer of the Shares to Sterling Edge.
13. All terms under this Agreement are deemed to be material to this Agreement and the violation of any of the terms, warranties, covenants, or representations set forth above by Carl Lemke shall be deemed to be a default or violation by Carl Lemke under this Agreement and shall entitle Sterling Edge to all available remedies, including damages and/or injunctive relief. If Sterling Edge or Carl Lemke prevails in any legal action to enforce any rights under this Agreement or as a result of a default or violation of this Agreement, prevailing being defined as causing a Judgment to be entered by any Court of valid jurisdiction, then the prevailing party shall be paid its/his actual costs and attorney's fees by the other party.
14. This Agreement and all related documents, schedules, exhibits, certificates, transfers, approvals, etc. represent the entire understanding and agreement between the parties with respect to the subject matter and shall supersede all prior agreements or negotiations between the parties. This Agreement may be amended, supplemented, or changed only by an agreement in writing that makes specific reference to this Agreement.
15. This Agreement is being executed in the State of Michigan and shall be governed by the Laws of the State of Michigan. In the event that any term, covenant, warranty, section, clause, condition or provision of this Agreement is held by a Court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions thereof, shall remain in full force and effect, and shall in no way be impaired, affected or invalidated thereby, and such provisions shall be deemed to be severed from this Agreement and this Agreement shall be construed in all respects as if such invalid, void or unenforceable provisions were omitted.
16. The above referenced parties further represent and acknowledge that before signing this Agreement they have read the same, they fully understand the terms, content and

effect of this Agreement, that they have had the benefit and advice of an attorney of their own choosing and have relied fully and completely on their own judgment and on the advice of their attorneys in executing this Agreement. The parties further represent and acknowledge the execution of this Agreement is fully authorized. The parties acknowledge that the Law Offices of Jeffrey I. Fried have prepared this Agreement at the request of the Corporation, Sterling Edge, Inc., that each party has been told to have separate legal representation to review the Agreement and has had all information necessary to make an informed decision with regard to this Agreement and that any claims against Law Offices of Jeffrey I. Fried regarding any possible conflict of interest with regard to this Agreement or its preparation are waived.


Witnesseth

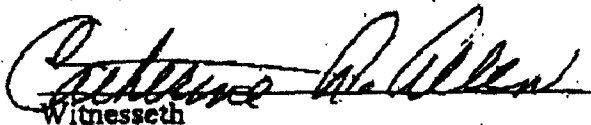
STERLING EDGE, INC

By: 

Its: President

Dated: 8/19/2003

CARL LEMKE, Individually


Witnesseth


Dated: 8-7-03