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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

09-16-07

1. Name of conveying party(ies)

Sterling Edge, Inc.

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

2. Name and address of receiving party(ies)

Name: Sterling Edge Acquisitions, Inc.

Internal Address: _____

Street Address: 2319 Glenwood Drive

City: Kalamazoo

State: Michigan

Country: US Zip: 49008

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

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

Execution Date(s) August 22, 2007

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Exclusive License
- Merger
- Change of Name

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

09/11/2007 DBYRNE 00000003 5921720

01 Fee:8021

40.00 DP

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

August 22, 2007

Date

Albert L. Robitaille, President

Name of Person Signing

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

9

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PATENT
REEL: 019825 FRAME: 0022

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WHEREAS, Licensee desires to obtain a license from Licensor under the claims of the Licensed Patents;

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9.2 **Choice of Forum.** Any claim or action arising in any way out of this License Agreement or the Licensed Patents must be brought in the United States District Court for the

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9.4 **No Reliance.** The parties each acknowledge that, in entering into this License Agreement, they have not relied upon any statements, representations, warranties, correspondence, negotiations, conditions, understandings, promises and agreements, oral or written, not specifically set forth in this License Agreement. Each party has been represented by legal counsel and has been fully advised as to the meaning and consequence of all of the terms and provisions of this License Agreement.

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9.6 **Notices.** Any notices permitted or required under the provisions of this License Agreement shall be in writing and shall be personally delivered or mailed by certified mail, postage prepaid or shall be sent by overnight courier service addressed as follows:

If to Licensor:

Sterling Edge, Inc.
985 Irish Tara Lane
Milford, Michigan 48380
Attn: Robert N. Lemke
Facsimile: _____
E-mail: rmlemke@msn.com

With a copy to:

Eric J. Gould, Esq.
Couzens, Lansky, Fealk, Ellis, Roeder & Lazar, P.C.
39395 W. Twelve Mile Road, Suite 200
Farmington Hills, Michigan 48331
Facsimile: (248) 324-2081
E-mail: eric.gould@couzens.com

If to the Licensee:

Sterling Edge Acquisitions, Inc.
2319 Glenwood Drive.
Kalamazoo, MI 49008
Attn: Albert Robitaille
Facsimile: _____
E-mail: brobitaille@midwestrealty.com

With a copy to:

Robert R. Borsos, Esq. Kreis, Enderle, Callander & Hudgins, P.C. P.O. Box 4010 Kalamazoo, Michigan 49003 (via mail) Facsimile: 269-324-3010 E-mail: rborsos@kech.com	One Moorsbridge Portage, Michigan 49024 (via overnight courier)
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Such notice shall be effective upon receipt. A party may change the address for notices by giving a notice of such change to the other party in the manner herein provided.

9.7 **Severability.** In the event that any one or more of the provisions contained in this License Agreement shall, for any reason, be held to be invalid, void, illegal, or unenforceable in any respect, such invalidity, voidness, illegality or unenforceability shall not affect any other provision of this License Agreement, and the remaining portions shall remain in full force.

9.8 **Cooperation.** Each of the parties hereto shall execute and deliver any and all additional papers, documents, and other assurances, and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder and to carry out the intent of the parties hereto.

9.9 **Titles.** The fact that some paragraphs of this License Agreement have titles shall have no significance. The titles are included for ease of reference only, and shall not be used to construe the meaning of this License Agreement.

9.10 **Authority.** All parties and authorized representatives signing this License Agreement represent and warrant that they have authority to execute and enter into this License Agreement.

9.11 **Counterparts.** This License Agreement may be executed in multiple counterparts.

10. **Confidentiality and Press Release.**

The terms and conditions of this License Agreement are confidential to Licensor. Licensee shall not disclose any such terms and conditions during the term of the License Agreement and for a period of one year after termination for any reason or expiration of the License Agreement, except as required by law. Notwithstanding the foregoing, Licensee shall be permitted at its own expense to record this Agreement, or evidence of this Agreement, with the


United States Patent and Trademark Office to the extent reasonably necessary to provide public notice of Licensee's rights under this Agreement.

11. **No Joint Ventures.**

This License Agreement does not create any joint venture, partnership, agency or other relationship except for the contractual relationship expressly set forth herein.

IN WITNESS WHEREOF, the parties have executed this License Agreement through their duly authorized representatives on the respective dates set forth below.

STERLING EDGE, INC.

By: 

Name: ROBERT N. LOMKE

Title: PRESIDENT

STERLING EDGE ACQUISITIONS, INC.

By: 

Name: ALBERT ROBITAILLE

Title: PRESIDENT

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