

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Ruben Arrieta	10/01/2002
Lazaro Rivera	10/01/2002
RECEIVING PARTY DATA	
Name:	Florida Manufacturing Group, Inc.
Street Address:	11625 Prosperous Drive
City:	Odessa
State/Country:	FLORIDA
Postal Code:	33556
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6846242
CORRESPONDENCE DATA	
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ATTORNEY DOCKET NUMBER:	48922.207322
NAME OF SUBMITTER:	Sarah E. Smith

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Total Attachments: 7  
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**TRANSFER OF PATENT AND PATENT PENDING AND CONFIDENTIAL  
INFORMATION AGREEMENT**

This Transfer of Patent and Patent Pending and Confidential Information Agreement ("Agreement") is entered into and made effective as of October 1, 2002, amongst Florida Manufacturing Group, Inc., a Florida corporation having a place of business at 11625 Prosperous Drive, Odessa, Florida 33556 ("FMG"), Ox Trax, a Florida corporation having a place of business at 837 SW 118 Terrace, Davie, FL 33325, and Ruben Arrieta, an individual residing at 837 SW 118 Terrace, Davie, FL 33325 and Lazaro Rivera, an individual residing at 837 SW 118 Terrace, Davie, FL 33325.

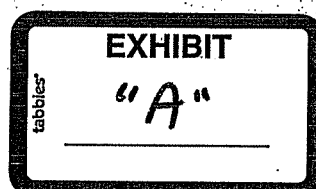
WHEREAS, Ox Trax, Arrieta and Rivera are granting and assigning all of their right, title and interest in and to U.S. Patent No. 6,432,020 and the patent pending for the Ox Trax U-Joint to FMG in order to provide FMG with the exclusive right to Manufacture and Market the off-road U-joint and an off-road Locker for traction, as well as the exclusive right to use of name Ox Trax in any other form or fashion; and

WHEREAS, Arrieta and Rivera have been employed in the past by Ox Trax and may develop for FMG certain inventions, improvements, or modifications to the U-Joint or the Locker, may develop new and unrelated products;

WHEREAS, Arrieta, Rivera and FMG represent and acknowledge that Arrieta and Rivera are "key", important and valuable employees of Ox Trax in positions of mutual trust and confidence, and in such capacity, Arrieta and Rivera are privy to confidential information and trade secrets of Ox Trax which may affect FMG; and

WHEREAS, Arrieta, Rivera and FMG desire that Arrieta and Rivera continue to develop inventions and improvements to the previously developed Patent and Patent

1 of 7



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05/20/2003 10:55 1275653200 FLORIDA FMG GROUP PAGE 03

Pending on the U-Joint, as well as new and unrelated products; and

WHEREAS, FMG has loaned certain sums to Arrieta and Rivera which shall be re-paid as set forth herein.

NOW THEREFORE, for good and adequate consideration, including the premises and mutual promises, covenants and conditions hereinafter set forth, the parties hereby agree as follows:

### **ARTICLE I** **DEFINITIONS**

- 1.1 Florida Manufacturing Group, Inc.: is a Florida corporation having its principal place of business at 11625 Prosperous Drive, Odessa, FL 33556 and is the purchaser of the Patent and the right to use the name Ox Trax for any purpose.
- 1.2 Lazaro Rivera: is an individual residing at 837 SW 118 Terrace, Davie, FL 33325, Florida and is the co-owner with Ruben Arrieta of the Patent being sold to FMG.
- 1.3 Ox Trax: is the company which, prior to this transfer of the Patent, marketed and sold off-road products known as the U-Joint and the Locker for traction which are dependent upon the Patent.
- 1.4 Patent: is U.S Patent No. 6,432,020 which is currently owned by Ruben Arrieta and Lazaro Rivera and no others, and which is being transferred and sold to FMG free and clear of any and all liens, claims, encumbrances and other interests.
- 1.5 Ruben Arrieta: is an individual residing at 837 SW 118 Terrace, Davie, FL 33325, Florida and is the co-owner with Lazaro Rivera of the Patent being sold to FMG.
- 1.6 Patent Pending: refers to the patent pending on the Ox Trax U- Joint.

### **ARTICLE II** **ARRIETA AND RIVERA ACKNOWLEDGEMENTS**

- 2.1 Arrieta, and Rivera acknowledges that the Patent and Patent Pending being conveyed by them to FMG constitutes an extremely valuable trade secret and is proprietary information and that they are familiar with and in

possession of this valuable trades secret and proprietary information.

- 2.2 Arrieta and Rivera acknowledge that FMG has entered into this Agreement with them based upon FMG's understanding, and Arrieta and Rivera's representation, that the Patent and Patent Pending is a valuable trade secret and constitutes proprietary information which has been required by Ox Trax in its business of selling off-road U-Joints and Lockers for traction and, Arrieta and Rivera further acknowledge, that FMG has entered into this Agreement based on Arrieta and Rivera's agreement to remain as consultants to FMG pursuant to this Agreement.
- 2.3 Arrieta and Rivera hereby convey all right, title and interest in and to the Patent and Patent Pending and that the Patent is currently valid and enforceable. Arrieta and Rivera further acknowledge that FMG shall have the exclusive right to manufacture and market the Ox Trax U-Joint and Locker and that FMG has the full, absolute and exclusive right to use the Ox Trax name for any legitimate business purpose.
- 2.4 Arrieta and Rivera acknowledge that they have been and will in the future be, pursuant to this Agreement, developing new products, uses and procedures relating to the Patent and Patent Pending and the products relating thereto, as well as new and unrelated products, and agree that all that they develop for FMG shall be the property of FMG. Arrieta and Rivera acknowledge that any work authorship in the Patent and Patent Pending has been made as a work made for hire as that term is understood under the copyright and patent laws of the United States and that FMG owns all right, title and interest in the Patent and Patent Pending and copyrights relating to the products utilizing the Patent and Patent Pending in any way. Arrieta and Rivera make no claim to any aspect of the Patent and Patent Pending and agree that they will make no claims to any future developments, improvements, enhancements and modifications to the Patent and Patent Pending.
- 2.5 Arrieta and Rivera further acknowledge and agree that they are bound by this Agreement FMG to assign and convey to FMG all right, title and interest in and to all developments, improvements, updates and enhancements and inventions, patents and copyrights relating to all developments, improvements, updates and enhancements to the Patent and Patent Pending or the products relating thereto.

**ARTICLE III  
DUTY TO FMG**

- 3.1 Arrieta and Rivera agree that they will keep all information concerning the Patent and Patent Pending and the products relating thereto and all existing and future inventions, improvements, enhancements, upgrades and

03/20/2003 10:30 727355200 FLORIDA FILING GROUP PAGE 03

further developments thereto in strict confidence and not publish or disseminate any such information except with the prior written consent of an authorized representative of FMG. Arrieta and Rivera agrees to all reasonable precautions to ensure that all such information is properly protected and kept from unauthorized persons. Arrieta and Rivera agree to make no use of any such information except such use as required for performance of their duties for FMG.

- 3.2 Arrieta and Rivera agree that they shall have an ongoing duty to deliver to FMG, for the benefit for FMG, all existing and future inventions, improvements, enhancements, upgrades and further developments created for FMG, all of which shall be and remain the sole property of FMG, including documents, letters, memoranda, reports, notes, notebooks, books of account, customer lists, data, computer programs and printouts, instruction manuals, engineering specifications, all intellectual properties, drawings, prints, plans, specifications, formulas, source code, software, computer hardware, computer disks and tapes and any other media containing software and all copies thereof.
- 3.3 Arrieta and Rivera agree to act and comport themselves at all times in the best interests of FMG.
- 3.4 Arrieta and Rivera agree to disclose and assign promptly to FMG, for the benefit of FMG, and docs hereby assign their entire right, title and interest in and to all inventions made or conceived by them which utilize the Patent and Patent Pending in any way, whether made solely by them or jointly with others. Arrieta and Rivera agree that this obligation shall also relate to any inventions made by them for Ox Trax.
- 3.5 Arrieta and Rivera agree to assist FMG in every proper way at FMG's expense to obtain for FMG the benefit of FMG's patents for such inventions in any and all countries, said inventions to be and remain the property of FMG, whether patented or not. Arrieta and Rivera further agree to execute all documents and do all acts necessary to vest in FMG, for the benefit of FMG, all rights, including copyrights in such works of authorship.
- 3.6 Arrieta and Rivera agree not to disclose any information, knowledge or data of FMG they may have obtained during their course of employment that are of a secret or confidential nature.
- 3.7 Arrieta and Rivera agree to keep and maintain adequate and current records of all inventions, as deemed necessary by FMG, in the form of notes, sketches, drawings or reports relating thereto, which records shall be property of FMG.

- 3.8 Arrieta and Rivera agree that they will not use the Patent and Patent Pending or any other proprietary and confidential information including all further developments, enhancements, improvements and modifications to the Patent and Patent Pending or the products utilizing the Patent and Patent Pending for any purpose except for the benefit of FMG. Arrieta and Rivera agree that they will not use any FMG confidential or proprietary Information to benefit themselves personally to the detriment of FMG or to benefit any third party.

#### ARTICLE IV PURCHASE PRICE

- 4.1 The Purchase Price of the Patent and Patent Pending is Twenty Thousand & No/100 Dollars (\$20,000.00) which shall be payable Arrieta and Rivera out of future sales by FMG of the Ox Trax U-Joints and Lockers at the rate of up to Five & No/100 Dollars (\$5.00) per unit of the U-Joint and up to Twenty-Five and No/100 Dollars (\$25.00) per unit of the Lockers. It is expressly understood and agreed by the parties, that these per unit payments may vary in amount over time in the sole and exclusive discretion of FMG.
- 4.2 FMG is currently loaning Seven Hundred and Fifty Dollars (\$750.00) per week to each Arrieta and Rivera. These loans will also be re-paid out of the per unit payments from FMG's sales of the U-Joint and the Lockers.
- 4.3 When Arrieta and Rivera develop new and unrelated products, then FMG shall have the right of the first refusal to manufacture and market these new products upon reasonable terms and conditions.

#### ARTICLE V GENERAL PROVISIONS

- 5.1 The parties hereby agree that this Agreement is governed by and interpreted in accordance with the laws of the State of Florida, without reference to the laws of conflict of law.
- 5.2 This Agreement may not be amended or revised except by a writing executed by the parties hereto.
- 5.3 The failure of any party to assist in any one or more instances upon performance of the provisions of this agreement or to take advantage of any of its rights shall not operate as a waiver thereof or prelude any other right of power.
- 5.4 If any provision or portion of this Agreement should be determined

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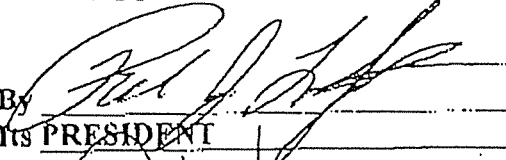
by any court of competent jurisdiction to be invalid, illegal or unenforceable in whole or in part, and such determination should become final, such provision or portion shall be deemed to be severed or limited but only to the extent to render the remaining provisions and portions of this Agreement enforceable and this Agreement as thus amended shall be enforced to give effect to the intention of the parties insofar as that is possible.

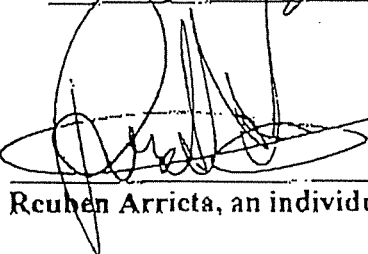
- 5.5 This Agreement sets forth the entire agreement and understanding among and between the parties as to the subject matter hereof and merges all prior discussions and negotiations between them and non of the parties shall be bound by any conditions, definitions, warranties, or representations with respect to the subject matter hereof, other than as expressly provided herein or as duly set forth on or subsequent to the date hereof in writing and signed by the party to be bound thereby.
- 5.6 This Agreement shall be binding upon and inure to the benefit of the assigns, successors, heirs, executors, administrators or other legal representatives of the parties, but the rights and obligation of Arrieta and Rivera made in this Agreement shall not be assignable.

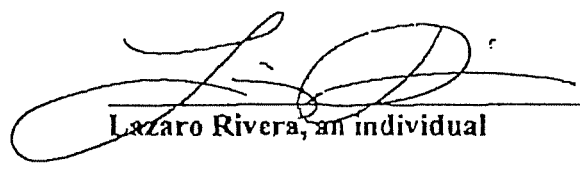
IN WITNESS WHEREOF, the parties have executed this agreement to be effective as of the date first written above.

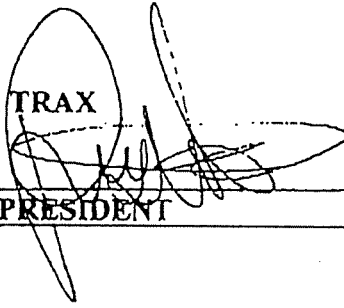


FLORIDA MANUFACTURE GROUP, INC.

By   
Its PRESIDENT

  
Reuben Arrieta, an individual

  
Lazaro Rivera, an individual

OXTRAX  
By   
Its PRESIDENT

Witness Patricia D. L... Date 1-17-03