

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Benne Narsimha Murthy Sridhara	06/10/2007
RECEIVING PARTY DATA	
Name:	Star Seismic, LLC
Street Address:	3070 Rasmussen Road, Suite 260
City:	Park City
State/Country:	UTAH
Postal Code:	84098
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7188452
CORRESPONDENCE DATA	
Fax Number:	(801)531-9168
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(801) 532-1922
Email:	njohnson@traskbritt.com
Correspondent Name:	Brick G. Power
Address Line 1:	230 South 500 East, Suite 300
Address Line 4:	Salt Lake City, UTAH 84102
ATTORNEY DOCKET NUMBER:	3028.01-5703US
NAME OF SUBMITTER:	Brick G. Power

Total Attachments: 11
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NON-EXCLUSIVE LICENSE AGREEMENT

This **Non-Exclusive** License Agreement ("Agreement") is entered into this Tenth day of June, 2007 and is by and between the following Parties:

LICENSOR: Benne Narsimha Murthy Sridhara
a citizen of India [REDACTED]
[REDACTED]
[REDACTED]

LICENSEE: Star Seismic, LLC
a limited liability company of the State of Utah, U.S.A.,
having a place of business at:
3070 Rasmussen Road, Suite 260
Park City, Utah, U.S.A. 84098
TEL: (435) 940-9222
FAX: (435) 655-0073

Recitals

WHEREAS, Licensor is the owner of certain Technology Rights (as defined in Paragraph 1.1 below):

WHEREAS, Licensee wishes to obtain a **non-exclusive** license of the Technology Rights on the terms and conditions set forth herein:

WHEREAS, Licensor desires to grant a license of the Technology Rights to Licensee on the terms and conditions set forth herein:

NOW, THEREFORE, the Parties agree as follows:

SECTION 1. - DEFINITIONS

1.1 Technology Rights. The following terms shall each have their respective defined meanings:

(a) Buckling-Restrained Braces. The term "Buckling-Restrained Braces" shall mean existing technology described in PCT International Publication Number WO 02/22994 A1, International Application Number PCT/IN00/00087, which was filed on 12 September 2000 (hereinafter the "PCT Application"), and which is owned by Licensor that relates to buckling-restrained braces for use in steel construction, including buckling-restrained braces with an air gap between at least a portion of a yielding core and a containment, or buckling-limiting member, thereof, as well as methods for designing and manufacturing buckling-restrained braces.

(b) United States Patent Rights. "United States Patent Rights" shall mean one or more U.S. Patent applications based on the PCT Application and which Licensee may file on Licensor's

behalf in Licensee's efforts to secure U.S. Patent protection for Buckling-Restrained Braces, and any and all issued patents, reissue patents, reexamined patents and corrected patents based thereon.

(c) Foreign Patent Rights. "Foreign Patent Rights" shall mean any and all foreign national patents and patent applications related to PCT International Publication Number WO 02/22994 A1, International Application Number PCT/IN00/00087, which was filed on 12 September 2000 (hereinafter the "PCT Application").

(d) Patent Rights. "Patent Rights" shall mean United States Patent Rights and Foreign Patent Rights collectively.

1.2 Information. In negotiating and during the performance of the terms of this Agreement, the Parties hereto will learn highly sensitive, proprietary information owned by one another. The information may include inventions, trade secrets, information concerning or relating to Buckling-Restrained Braces, designs, patent applications, formulas, processes, equipment, prototypes, models, mock-ups, samples, materials, manufacturing methods, business plans, marketing information, customer lists, forecasts and the like (hereinafter "Information").

1.3 Confidential Information and Confidential Materials. "Confidential Information" means any and all Information disclosed by Licensor to Licensee and by Licensee to Licensor. "Confidential Materials" means any tangible medium (paper, film, magnetic media, actual models, mock-ups, materials, samples, prototypes, etc.) containing or fabricated using Confidential Information. Confidential Information shall not include any Information which was in the public domain prior to the execution of this Agreement.

1.4 Geographic Region. The "Geographic Region" to which this Agreement shall pertain means the United States of America.

1.5 Licensed Field of Use. "Licensed Field of Use" shall mean all fields relating to steel construction in which buckling-restrained braces are currently known to be useful and in which buckling-restrained braces may, in the future, be found to be useful.

1.6 Licensed Product. "Licensed Product" shall mean any product or service which embodies or is made using the Technology Rights and which subsists within the Licensed Field of Use.

1.7 Contract Year. The first "Contract Year" shall begin on January 13, 2003, and shall end on December 31, 2003. Each subsequent Contract Year shall begin on January 1 and end on December 31 of each calendar year.

SECTION 1 - THE LICENSES

2.1 Technology License. Subject to and on the terms and conditions contained herein, but not limited to the Reserved Technology License of Paragraph 2.2 below, Licensor hereby grants to Licensee, and Licensee hereby accepts, a non exclusive license of the Technology Rights to make, use, and sell Licensed Products in the Geographic Region, and to render services using the Licensed Products in the Geographic Region. **While this License is non-exclusive, Licensor agrees that he will not grant any license to the Technology to any third party in the Geographic Region, other than Core Brace, an Utah corporation.** This license is referred to in this Agreement as the "Technology License."

2.2 Reserved Technology License. Licensor reserves for himself the right to make and use Licensed Product for the purposes of Licensor's further testing and development of the Technology Rights and any or all portions thereof. Licensor also reserves for himself the right to engage in any activities whatsoever with respect to the Technology Rights outside of the Geographical Region.

2.3 Sublicenses. Licensee shall not assign, sublicense or otherwise transfer this agreement and the license granted hereby and the rights acquired by it hereunder without the prior written consent of the Licensor. However, Licensee shall have the right to freely assign the rights granted hereunder to an affiliated, parent or subsidiary company. Upon such assignment or transfer and agreement by such assignee or transferee the term "Licensee" as used herein shall include such assignee or transferee.

The wording in this section is also included in the license agreement to Core Brace, *verbatim*.

2.4 Reservations. Rights not expressly granted to Licensee under this Agreement or the Technology License are reserved by Licensor.

SECTION 3 - CONSULTATION

3.1 Questions and Consultation. Licensee may contact Licensor from time to time with questions about Buckling-Restrained Braces and Licensor shall attempt to answer those questions. If Licensee wishes for Licensor to engage in any consultation, development, testing or evaluation work concerning Buckling-Restrained Braces, Licensee may propose a project to Licensor and Licensor shall respond to Licensee's proposal.

SECTION 4 - CONSIDERATION

4.1 License Issue Fee.

(a) In consideration for grant of the Technology License, a License Issue Fee of [REDACTED] was paid by Licensee to Licensor on January 14, 2003.

(b) In consideration for a grant of the Technology License to any sub-licensee, a sub-license fee of [REDACTED]

4.2 Royalty. Licensee shall pay to Licensor a "Royalty" on each unit of Licensed Product sold, rented or leased in the Geographic Region during the Term of the License. The Royalty shall be determined as follows:

(a) prior to the issuance of a U.S. Patent from a U.S. Patent application that claims priority to the PCT Application, the Royalty shall be [REDACTED] for each Licensed Product sold, rented or leased on an order placed on or after January 13, 2003;

(b) in the event that a U.S. Patent issues from a U.S. Patent application that claims priority to the PCT Application, the Royalty shall increase from [REDACTED] to [REDACTED] (US) for each Licensed Product sold, rented or leased on an order placed on or after the earliest date on which a U.S. Patent issues from a U.S. Patent application that claims priority to the PCT Application.

The triggering event for the payment of the Royalty shall be receipt of payment for a Licensed Product by Licensee.

4.3 Payments. All references in this Agreement to "dollars" or "\$" shall mean dollars of the United States of America. All payments to Licensor shall be made in United States dollars. Licensee shall pay Licensor all Royalties due hereunder on a quarterly basis. The Royalty payment for a given quarter shall be made within thirty (30) calendar days of the end of the quarter in which the Royalty accrued. To the extent that the monies received by Licensee are in a form other than United States dollars, the Royalty shall be based on published foreign exchange rates (as constituted on the last business day of the applicable month) reasonably designated by Licensee and accepted by Licensor. All payments due under this Agreement shall be paid by check to Licensor at the address shown on page 1 of this Agreement, by check to any other person or entity which Licensor may designate to receive payments, or wired to an account designated by Licensor. **In the event of the death of the Licensor during the term of this agreement, the Licensee shall pay the royalties payable to the Licensor's wife** [REDACTED]

4.4 Reports. Within thirty (30) calendar days following the end of each quarter, Licensee shall provide Licensor with a written report showing the activities that occurred with respect to the Licensed Product during such quarter. Such reports shall include the following information: (a) the number of units of Licensed Product ordered, (b) the number of units of Licensed Product sold, and (c) the number of units for which payment was received by Licensee. A report of the type required under this Paragraph shall accompany each Royalty payment submitted to Licensor. In addition, Licensor may request and Licensee must provide reports concerning the buckling restrained brace market, prospective projects, and other pertinent information requested. It is agreed that pricing information shall not be forwarded.

4.5 Overdue Payments. In the event Licensee fails to pay any amount when due hereunder, such amount shall bear interest at the rate equal to the Prime Rate (as quoted in the *Wall Street Journal* or its successor or replacement publication).

SECTION 5 - CONFIDENTIALITY

5.1 Protection. Neither Party shall disclose, transfer or offer to disclose or transfer any Confidential Information or Confidential Materials of the other Party to any other person or entity or permit any other person or entity to analyze or reverse engineer any Confidential Material. Neither Party shall use Confidential Information except for the purpose described in Paragraph 5.2. Each Party shall take all reasonable precautions to ensure against any disclosure, transfer or use of Confidential Information or Confidential Materials not specifically authorized by the other Party in writing.

5.2 Purpose. The Parties may only use the Confidential Information and Confidential Materials of one another for the purpose of commercially exploiting the License.

5.3 Exception. To the extent that Confidential Information or a portion thereof becomes part of the public domain after the execution of this Agreement, and through no fault or action of the Party that does not own such Confidential Information, then as of the date that such Confidential Information becomes part of the public domain, this Section 5 shall prospectively cease to cover such Confidential Information, although this Section 5 shall remain enforceable prospectively with respect to any Confidential Information which has not entered the public domain and this Section 5 shall remain enforceable retrospectively with respect to any Confidential Information that was covered by it on any prior date.

SECTION 6 - OWNERSHIP, RESPONSIBILITY ETC.

6.1 Ownership.

(a) Technology Rights. Nothing in this Agreement assigns or transfers to Licensee ownership of the Technology Rights or any portion thereof. Licensor shall hold title to, and be the owner of, the Technology Rights and Licensee shall be an exclusive licensee of the Technology Rights.

(b) Improvements and/or Modifications Made By Licensor During the Course of Consultation. Licensee shall own and hold title to any and all technology rights associated with each and every improvement and/or modification that is made to the Technology Rights by Licensor during the course of providing consulting services to Licensee pursuant to the terms of Section 3 and for which Licensor has received consideration which shall be determined by mutual agreement and shall be separate from the License Issue Fee and the Royalty that are set forth in Section 4.

(c) Improvements and/or Modifications Made By Licensee or By Third Parties Contracted by Licensee. Licensee shall own and hold title to any and all technology rights associated with each and every improvement and/or modification that is made to the Technology Rights by Licensee or by a third party whose services have been contracted by Licensee.

6.2 Responsibility for U.S. Patent Applications and U.S. Patents. Licensee shall solely control and make all decisions relating to the filing, prosecution, issuance, maintenance, abandonment, defense, etc. of U.S. Patents based on all aspects of the Technology Rights, including any improvements and/or modifications thereto. Notwithstanding the foregoing, Licensor shall provide reasonable support and input in filing, prosecuting, maintaining, and defending U.S. Patents based on all aspects of the Technology Rights.

6.3 Payment for Patent Prosecution and Maintenance Costs. Licensee shall be solely responsible for any and all expenses related to obtaining and maintaining patent protection for the Technology Rights.

6.4 Infringement, Enforcement and Defense of Patent Rights. If Licensor learns of any activity that may constitute infringement of or threat to any of the Technology Rights, Licensor shall immediately inform Licensee of the facts surrounding such suspected infringement or threat. Licensee may then, in its sole discretion, take any action that it deems appropriate (including no action) concerning such suspected infringement or threat. If Licensee gains any monetary recovery from the suspected infringer, Licensee may use and dispose of such monetary recovery as it deems appropriate. If, one (1) year after learning of activity constituting infringement of the Technology Rights, Licensee has not filed suit against the infringer, then Licensor may bring suit against the infringer at his own expense.

6.5 Cooperation. In any proceeding concerning procurement, enforcement or defense of the Technology Rights, or any portion thereof, the Parties shall cooperate with and assist each other in such proceeding including making witnesses available to testify in person and by affidavit, making documents available and otherwise providing reasonable cooperation. This Paragraph shall not be construed as requiring either Party to make any statement or representation that the Party believes to be inaccurate, false or incomplete.

6.6 Patent Marking. To the extent that Licensor secures any patents for the Buckling-Restrained Braces, Licensee shall place appropriate patent marking on Licensed Products.

SECTION 7 - RECORDKEEPING AND AUDITS

7.1 Recordkeeping. Licensee shall keep detailed and complete records of all Licensed Products manufactured, to whom such Licensed Products were sold, rented, leased or otherwise delivered (including quantities, date and location of sale, rental, lease or delivery), inventories of Licensed Products ready for sale and services performed using Licensed Products. Licensee shall keep paper copies of all such records, including all underlying documentation, which shall include but is not limited to purchase orders and invoices for a minimum of five (5) years from the date of creation of a particular record.

7.2 Examinations and Audits. Upon the written request of Licensor and, except as otherwise provided below, at Licensor's expense (provided that Licensor shall not be required to reimburse Licensee for any time, use of facilities or out-of-pocket costs associated with an examination or audit), Licensee shall allow its books and records to be audited by any person or persons of Licensor's choosing so that Licensor can verify that Licensee is properly paying Royalties. For an examination or audit, Licensee shall allow a full examination and audit of its books and records relating to manufacturing, marketing, sales, rentals and leases of Licensed Products and performance of services using Licensed Products, including books and records regarding quantities, sizes, prices, sales, purchase orders, invoices, supply contracts, rental agreements, lease agreements, service contracts, entities purchasing, renting or leasing Licensed Products, locations to which Licensed Products have been delivered, and related documents and information, for all Licensed Products manufactured, sold, lost, destroyed, given away, in inventory or used to perform a service. Such examinations and audits shall be conducted during reasonable times and with reasonable advance notice, so as to minimize interference with Licensee's business operations, for the purpose of determining Licensee's compliance with its Royalty obligations and other obligations under this Agreement. In any event, Licensee may not delay an examination or audit more than ten (10) business days from the date of Licensor's written request. In the event that an examination or audit shows that Royalties actually paid for any period were less than ninety percent (90%) of the amount properly payable, Licensee shall pay all costs and expenses incurred by Licensor in connection with the examination or audit. Licensee shall pay to Licensor all previously unpaid Royalties, as determined by such examination or audit, within thirty (30) calendar days following the conclusion of such examination or audit. For each calendar or fiscal year in which Licensee performs its own annual audit or has an annual audit performed by outside accountants, Licensee shall require the accountants performing such audit to provide Licensee with a written statement indicating whether the payments due under this Agreement have been duly paid to Licensor, and if not, the amount of discrepancy between the amount payable under this Agreement and the amount actually paid. Within thirty (30) calendar days with interest following the conclusion of such audit, Licensee shall pay Licensor any deficiency, as indicated by such accountants.

Section 8 - WARRANTIES, DISCLAIMERS, ETC.

8.1 Disclaimers. Licensor makes no warranty, express, implied or statutory that is not expressly set forth in this agreement with respect to the technology rights or the licensed products. Licensor does not warrant that the technology rights are patentable or that the patents will be valid when granted. The entire risk as to the results and performance of the technology rights and the licensed products is assumed by licensee.

8.2 Representations of licensee. Licensee represents and warrants only that: (a) it has the right, ability and intention to enter into this agreement and perform its obligations hereunder

8.3 Licensor representations and sole and limited warranty. Licensor represents and warrants that: (a) no third party patents or other third party legal rights will be infringed by the licensed products or exploitation of the technology rights; (b) he is the sole owner of the technology rights; (c) he has the right to

grant the technology license granted herein; and (d) he has executed no other agreement in conflict with this agreement.

8.4 Limitation on liability. Licensor's aggregate liability arising from or relating to this agreement, the technology rights and the licensed products (regardless of the form of action - e.g., contract, tort, fraud, malpractice, and/or otherwise) is limited to the payments paid by licensee to licensor under this agreement. Licensor shall not be liable for any liability, claim, loss, damage or expense of any kind or nature caused directly or indirectly by any inadequacy, deficiency, or unsuitability of the licensed products. In no event shall licensor be liable for any indirect, punitive, special or consequential damages (including but not limited to, loss of investment, loss of anticipated profits, or other economic loss) even if advised of the possibility thereof.

8.5 Indemnification - Licensee. Licensee assumes all responsibility and liability for the manufacturing, marketing, distribution, sale, rental, lease, use, performance of services, practice and commercial exploitation of the Licensed Products, and for exercise of the Technology Rights. Licensee shall fully and completely indemnify Licensor against, and hold him harmless from, any and all claims, threats of litigation, causes of action and demands relating to the Licensed Products or their manufacture, marketing, distribution, sale, rental, lease, use, practice or commercial exploitation based on any conduct of Licensee, including any breach of this Agreement by Licensee. Without limiting the generality of the foregoing, Licensee shall defend and hold Licensor harmless on account of, and shall indemnify Licensor against any and all claims, suits, demands, and causes of action of any type or kind whatsoever which may be made against Licensor by any person, firm or corporation on account of injuries to or death of persons or damage to property occurring as a result of or in any way arising out of Licensee's manufacture, use, rental, lease or sale or performance of a service, regardless of: (a) whether said claims are based upon the negligent production, use, distribution, or other negligence of Licensor or Licensee; or (b) whether the same are based upon any express or implied warranty by Licensor or Licensee in connection with the production, distribution, rental, lease or use of the Licensed Products or performance of a service using Licensed Products and further regardless of (c) the location of the court or other place where such claim, suit, demand or cause of action may be made or exist; or (d) whether such claim, suit, demand or cause of action is litigated, settled, arbitrated, mediated or otherwise resolved. Such indemnification shall include any judgments, damages, settlements, fines, attorneys' fees, costs, interest and other expenses incurred as a result of such claims, actions, demands or threats. Licensee shall have the right to settle all claims, actions, demands or threats for which it has agreed to indemnify Licensor without the advance consent of Licensor provided that any such settlement is fully paid by Licensee, such settlement requires no action by Licensor whatsoever either in its execution or enforcement, and such settlement does not in any way restrict or limit Licensor other than Licensor's right to contest such claim, counterclaim, action or demand.

8.6 Allocation of Risk. This Agreement generally (and this Section 8 in particular) represents a mutually agreed upon allocation of risk between the Parties and the consideration given hereunder reflects such allocation of risk.

SECTION 9 - TERM AND TERMINATION

9.1 Term. Subject to the exceptions stated below, the term of the Technology License for each region of the Geographic Region in which the Technology License is applicable shall be deemed to have begun on January 13, 2003, and shall continue no longer than the date on which all U.S. Patent applications that claim priority to the PCT Application have been abandoned and each U.S. Patent which have issued from a U.S. Patent application that claimed priority to the PCT Application has expired, either for failure to pay maintenance fees or due to expiration of the full term thereof. The Technology License shall not terminate before expiration of such Term except:

- (a) by the mutual written consent of the Parties, or
- (b) as provided in Paragraph 9.2 below, or
- (c) as provided in Paragraph 9.3 below, or
- (d) if Licensee fails to pay any monies or other consideration due under this Agreement on or before the due date for such monies or other consideration, or

(e) if Licensee initiates or directly or indirectly participates in any proceeding or litigation which seeks a ruling of invalidity or unenforceability of the Technology Rights or any portion thereof or any other proceeding or adjudication concerning the Technology Rights which Licensor considers adverse to his interests, unless such initiation or participation is pursuant to Licensor's written instructions, with the caveat that nothing in this Agreement shall be construed as prohibiting or limiting Licensee's participation in any such proceeding; the consequence of such participation which is not pursuant to Licensor's written instructions, however, shall be automatic and immediate termination of the Technology License without any notice from Licensor being required to effect such termination.

9.2 Termination at the Will of Licensee. Licensor and Licensee acknowledge that Licensee intends to pursue patent protection in the United States based on the description of the PCT Application, and that patent protection, if obtained, might benefit Licensee. Licensee and Licensor have considered, however, the possibility that Licensee may not secure such patent protection. Accordingly, if, by the end of the third Contract Year (i.e., December 31, 2005), no U.S. Patent application that claims priority to the PCT Application has been allowed, Licensee, in its sole discretion, may terminate this Agreement. **Upon termination of the agreement on account of non-allowance of US Patent Application that claims priority to the PCT application by 31 December 2005 or any U.S. Patent issuing from the PCT application being held invalid for any reason, the Licensee shall not be entitled to recover the fee and royalty already paid to the Licensor.** In that event, Sections 4, 5, 7, and 8 and Paragraphs 6.1 and 9.5 shall fully survive termination and shall remain enforceable.

9.3 Breach. If Licensee breaches any term of this Agreement and fails to cure such breach within thirty (30) calendar days of receiving written notice of breach from Licensor, then Licensor may terminate the Technology License by providing written notice of termination to Licensee. In the event Licensor provides Licensee with a notice of termination of the Technology License, the Technology License shall terminate on the date specified in the notice, and if no date is specified in the notice, the Technology License shall terminate thirty (30) calendar days from the date of the notice.

9.4 Effect of Termination of Technology License. Upon the termination of the Technology License:

- (a) Licensee shall immediately return all Confidential Materials to Licensor,
- (b) **Licensee shall cease all use of the Licensed Products and Technology,**
- (c) Neither Licensor nor Licensee shall have any further obligation or liability under this Agreement, except for Licensee's obligations to pay Royalties that accrue prior to termination

of this Agreement and the continuing obligations of Licensor and Licensee under Sections 4, 5, 7, and 8 and Paragraphs 6.1 and 9.5 of this Agreement.

9.5 Effect of Termination of Agreement. Upon the termination of the Agreement in accordance with Paragraph 9.2:

(a) Licensor and Licensee shall immediately return all Confidential Materials of the other Party to that Party.

(b) Licensee may continue to sell, rent, and lease Licensed Product in the Geographic Region, provided that Licensor has not obtained rights to exclude others from making, using, selling, or offering to sell Licensed Product in a particular nation, and

(c) Licensor shall become completely responsible for each U.S. Patent application which claims priority to the PCT Application and which remains pending upon termination of this Agreement.

Notwithstanding any such termination of the Technology License, nothing herein shall relieve Licensee of its obligations to pay Royalties that accrue prior to termination or shall relieve Licensor and Licensee of their respective obligations under Sections 4, 5, 7, and 8 of this Agreement, Paragraph 6.1 of this Agreement, this Paragraph 9.5, or their continuing obligations elsewhere in this Agreement.

SECTION 10 - GENERAL PROVISIONS

10.1 Other Responsibilities. Licensee shall obtain any and all necessary licenses, approvals and other government authorizations necessary for the Licensed Products, including for their manufacture, sale, distribution, export, use, rental, lease and practice engaged in by Licensee. Licensee shall ensure that the Licensed Products are safe and of good and workmanlike quality. Licensee shall strictly comply with all applicable laws and regulations concerning Licensed Products, their manufacture, rental, lease, sale, shipment, export, etc., including but not limited to strict compliance with the Export Control Act of 1979.

10.2 Injunctive Relief. Licensor and Licensee have determined that in the event of a breach or a threatened breach of this Agreement, especially the Confidentiality provisions of Section 5, the non-breaching party will suffer permanent and irreparable damage. Accordingly, Licensee and Licensor agree that in the event of a breach or threatened breach of this Agreement by the other party, the non-breaching party shall be entitled to preliminary and permanent injunctive relief including specific performance of the terms of this Agreement.

10.3 Severability. In case any one or more of the provisions of this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been contained herein; provided that such invalid, illegal or unenforceable provisions shall first be curtailed, limited or eliminated to the extent necessary to remove such invalidity, illegality or unenforceability with respect to the applicable law as it shall then be applied.

10.4 Governing Law and Forum. This Agreement shall be governed, construed and enforced exclusively in accordance with the laws of the State of Utah and the laws of the United States of America. Any arbitration or litigation between the Parties shall be conducted exclusively in Salt Lake City, Utah.

U.S.A. and the Parties hereby submit to such exclusive jurisdiction and venue and agree that venue shall be proper in Salt Lake City, Utah, U.S.A.

10.5 Final Agreement. This Agreement constitutes the final and complete agreement between the Parties concerning the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, written or oral (including prior drafts of this Agreement, letters of intent and other agreements covering the same subject matter), between the Parties with respect thereto. Specifically, this Agreement supercedes the Letter Agreement of January 13 and 14, 2003, by and between Benne Sridhara and Star Seismic, LLC. Any modification, revision or amendment of this Agreement shall only be effective if made in a writing executed by both of the Parties hereto.

10.6 Time is of the Essence. Time is of the essence in the performance of all obligations under this Agreement, especially the obligations of Sections 4 through 8.

10.7 Waiver. Any waiver of, or promise not to enforce, any right under this Agreement shall not be enforceable unless evidenced by a writing signed by the Party making such waiver or promise.

10.8 Headings. The headings in this Agreement are for the purpose of convenience only and shall not limit, enlarge or affect any of the covenants, terms, conditions or provisions of this Agreement.

10.9 Language. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

10.10 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be sent by registered or certified mail, return receipt requested, or by commercial courier, with a required copy by facsimile transmission to the Parties at the addresses set forth below on page 1 of this Agreement, or to such other person and place as either Party shall designate by notice to the other Party.


10.11 Relationship. Neither Party is or shall be deemed a partner, joint venturer, agent or representative of the other Party.

10.12 Execution and Effective Date. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. The individuals signing below represent that they are duly authorized to do so by and on behalf of the Party for which or whom they are signing. When this Agreement has been executed by the duly authorized representatives of the Parties, it shall be effective as of the date of such latter execution, and the Party performing such latter execution shall insert the date of such latter execution on the first page of this Agreement. "Effective Date" is defined as the date inserted on the first page of this Agreement by the Party performing such latter execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be duly executed and entered into as of the date first above written.

LICENSEE:

By (signature):



Name (print):

Steven D Powell

Title:

Principal

LICENSOR:

By (signature):



Name (print):

B. N. SRIPHARA

Title: