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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.

3-5-08

1. Name of conveying party(ies)
JOHN C. STUART

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

2. Name and address of receiving party(ies)
Name: CYNTHIA J. CANTRELL
Internal Address: _____

Street Address: 3540 E. Expedition Way

City: Phoenix
State: Arizona
Country: US Zip: 85050

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

3. Nature of conveyance/Execution Date(s):
Execution Date(s) 02/02/28/08
 Assignment Merger
 Security Agreement Change of Name
 Joint Research Agreement
 Government Interest Assignment
 Executive Order 9424, Confirmatory License
 Other Agreement/Assignment

4. Application or patent number(s): This document is being filed together with a new application.
A. Patent Application No.(s)
61/001,674; 12/008,699; 61/005,156
B. Patent No.(s)
5,784,446; 6,226,564; 5,905,787; 6,185,294; 7,012,523; 7,237,335;

Additional numbers attached? Yes No

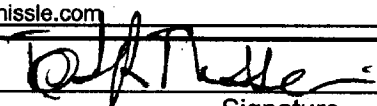
6. Total number of applications and patents involved: 9
7. Total fee (37 CFR 1.21(h) & 3.41) \$ 360.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed
 None required (government interest not affecting title)

5. Name and address to whom correspondence concerning document should be mailed:
Name: TOD R. NISSLE, P.C.
Internal Address: _____

Street Address: PO BOX 55630

City: PHOENIX
State: AZ Zip: 85078
Phone Number: 602-494-8700
Fax Number: 602-494-8707
Email Address: nissle@nissle.com

8. Payment Information
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number _____
Authorized User Name 03/04/2008 NJAMA1 00000093 61001674
01 FC:8021 368.00 OP

9. Signature: 
Signature

Date 03/03/2008

TOD R. NISSLE, Reg. No. 29,241 Customer 20152
Name of Person Signing
Total number of pages including cover sheet, attachments, and documents: 12

AGREEMENT

This Agreement (the "Agreement") is made and entered into effect as of February 12, 2008, by and between John C. Stuart, hereinafter sometimes referred to as "Stuart" and Cynthia J. Cantrell, hereinafter sometimes referred to as "Cantrell". Either Stuart or Cantrell is hereinafter sometimes referred to as a "Party" and both are hereinafter sometimes referred to as the "Parties".

RECITALS

WHEREAS, Cantrell has advanced thirty thousand dollars (\$30,000.00) to, or on behalf of, Stuart; and

WHEREAS, due to the above, Stuart is now indebted to Cantrell; and

WHEREAS, Cantrell is concerned regarding repayment from Stuart; and

WHEREAS, Stuart holds rights to, and in, certain U.S. Patents and U.S. Patent applications; and

WHEREAS, Stuart is willing to transfer all of his rights in those certain U.S. Patents and U.S. Patent applications to Cantrell in exchange for the payment of said thirty-thousand dollar (\$30,000.00) debt to Cantrell;

WHEREAS, Cantrell is reluctantly willing to accept all of Stuart's rights in those certain U.S. Patents and U.S. Patent applications in full payment of said thirty-thousand dollar (\$30,000.00) debt to Cantrell.

NOW, THEREFORE, based upon the above premises, the promises contained herein and other valuable consideration, the sufficiency of which the Parties hereby agree to and acknowledge, the Parties contract as follows:

1. **Recitals.** The recitals stated above are hereby made a part of this agreement.

2. **Patents.** As payment for thirty-thousand dollars due Cantrell, Stuart does hereby sell, transfer and assign all of his rights, title and interest in and to the following U.S. Patents and U.S Patent applications.

2.1 U.S. Patent entitled "METHOD AND APPAPRATUS FOR INSTALLING TELEPHONE INTERCOM-VOICE MESSAGING APPARATUS AT DOORBELL FOR DWELLING"; Patent No. 5,784,446, issued July 21, 1998; (Tod R. Nissle, P.C. Case No. 818-P-3);

2.2 U.S. Patent entitled "METHOD AND APPAPRATUS FOR DISPENSING DRUGS TO PREVENT INADVERTENT ADMINISTRATION OF INCORRECT DRUG TO PATIENT"; Patent No. 6,226,564, issued May 1, 2001; (Tod R. Nissle, P.C. Case No. 818-P-4);

2.3 U.S. Patent entitled "METHOD AND APPARATUS TO INSTALLING TELEPHONE INTERCOM-VOICE MESSAGING APPARATUS AT DOORBELL FOR DWELLING", Patent No. 5,905,787, issued May 18, 1999; (Tod R. Nissle, P.C. Case No. 818-P-5);

2.4 U.S. Patent entitled "METHOD AND APPARATUS FOR INSTALLING TELEPHONE INTERCOM-VOICE MESSAGING APPARATUS AT DOORBELL FOR DWELLING", issued February 6, 2001; (Tod R. Nissle, P.C. Case No. 818-P-7);

2.5 U.S. Patent entitled "SYSTEM FOR SURVEILLANCE OF AND COMMUNICATION WITH RESIDENTIAL ENTRYWAY FROM REMOTE LOCATION USING EXISTING TELEPHONE LINES", Patent No. 7,012,523 B2, issued March 14, 2006 (Tod R. Nissle, P.C. Case No. 818-P-8);

2.6 U.S. Patent entitled "METHOD TO SERVICE TELECOMMUNICATION BOX", Patent No. 7,237,335 B2, issued July 3, 2007, (Tod R. Nissle, P.C. Case No. 818-P-9);

2.7 U.S. Patent Application entitled "BUMPER FOR TRAILER HITCH RECEIVER", Serial No. 12/008/699, filed January 11, 2008, (Tod R. Nissle, P.C. Case No. 818-P-11);

2.8 U.S. Provisional Patent Application entitled "SHIFTING SYSTEM FOR MOTORCYCLE", serial No. 61/001/674, filed November 2, 2007, (Tod R. Nissle, P.C. Case No. 818-P-12PRO);

2.9 U.S. Provisional Patent Application entitled "UTENSIL", Serial No. 61/005, 156, filed December 3, 2007; (Tod R. Nissle, P.C. Case No. 818-P-13PRO);

3. Transfers and Assigns. Stuart sells, transfers and assigns to Cantrell any and all Patents and applications for Patents regarding the above in any and all countries, including all divisions, reissues, continuations, and extensions thereof, and all rights of priority resulting from the filing of said above-identified United States Patent applications, and authorizes and requests any official whose duty it is to issue Patents, to issue any Patent on said improvements or resulting there from to said CANTRELL, or to her successors or assigns. Further, Stuart agrees that upon request and without further consideration, he will communicate to CANTRELL, or her representatives or nominees:

- 3.1** any facts known to him respecting said improvements;
- 3.2** testify in any legal proceedings;
- 3.3** sign all lawful papers;
- 3.4** execute all divisional, continuing and reissue applications;

3.5 make all rightful oaths; and

3.6 generally do everything possible to aid CANTRELL, her successors, assigns and nominees, to obtain and enforce proper Patent protection for said invention in all countries.

4. Future Rights. Stuart further sells, transfers, conveys and assigns to CANTRELL, any and all future royalty payments due or paid regarding the above listed Patents or rights.

5. Waiver. A waiver of any of the terms and conditions of this Agreement shall not be construed as a general waiver by any Party, and the Party shall be free to re-instate any such term or condition, with or without notice. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar; nor shall any waiver constitute a continuing waiver.

6. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

7. Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be deemed given if given in writing and delivered personally, by commercial delivery service, by courier or mailed by registered or certified mail (return receipt requested) postage fees prepaid, to the Party to receive the same at its respective address set forth below or at such other address as may from time to time be designated by such Party to the other.

Cynthia J. Cantrell
3540 E. Expedition Way
Phoenix, AZ 85050

With a mandatory copy to:

William J. Curosh
Attorney at Law
7227 N. 16th Street, Suite 101
Phoenix, AZ 85020

John C. Stuart
3540 E. Expedition Way
Phoenix, AZ 85050

With a mandatory copy to:

O. Joseph Chormenky PC
301 E. Bethany Home, #A-209
Phoenix, AZ 85012-1269

All such notices and communications hereunder shall be deemed given when received, as evidenced by the acknowledgment of receipt issued with respect thereof by the applicable postal authorities or the signed acknowledgment of receipt of the person to whom such notice or communication shall have been personally delivered. Any Party may change the address to which notices, requests, demand, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner herein set forth.

8. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (and not the law of conflicts) of the State of Arizona. Each of the Parties hereby:

8.1 irrevocably consents and agrees that any legal or equitable action or proceeding arising under or in connection with this Agreement or to which an appeal may be taken in any such litigation shall be brought exclusively in any Federal or State court within the County of Maricopa, State of Arizona; and

8.2 by execution and delivery of this Agreement, irrevocably submits to and accepts, with respect to any such action or proceeding, for itself and in respect to

any of its properties and assets, generally and unconditionally, the jurisdiction of the aforesaid courts, and irrevocable waives any and all rights such Party may now or hereafter have to object to such jurisdiction under the constitution or laws of the State of Arizona or the Constitution or laws of the United States of America or otherwise.

9. **Amendments**. No amendment waiver, supplement, modification or variation of any provision of this Agreement shall be valid unless the same shall be in writing and signed by Buyer and Seller. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

10. **Severability or Partial Invalidity**. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

11. Attorneys' Fees Upon Breach. If any Party to this Agreement shall bring any action for any relief against the other, declaratory or otherwise, arising out of this Agreement, the losing Party shall pay to the prevailing Party his actual attorney's fees and all costs incurred in bringing such suit and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action and shall be paid whether or not such action is prosecuted to judgment. Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorney's fees and costs incurred in enforcing such judgment. For the purposes of this Section, attorney's fees shall include, without limitation, fees incurred in the following:

- 11.1** discovery;
- 11.2** costs of investigation;
- 11.3** post judgment motions;
- 11.4** contempt proceedings;
- 11.5** garnishment, levy and debtor and third Party examinations;
- 11.6** bankruptcy litigation; and
- 11.7** fees for paralegals and legal assistants.

12. Waiver of Jury Trial. Because disputes arising in connection with commercial matters, including consulting agreements, are most quickly and economically resolved by an experienced and expert person and the Parties wish applicable State and Federal laws to apply (rather than Arbitration rules), the Parties desire that their disputes (if any) be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of benefits of the judicial system and of arbitration, the Parties hereto waive all rights to trial by jury in any action, suit, or proceeding brought or resolve any dispute,

whether arising in contract, tort, or otherwise between the Parties, arising out of, connected with, related to, or incidental to the relationship established between them connection with this agreement or matters related hereto.

13. No Third Party Beneficiaries. Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under, or by reason of, this Agreement on any person other than the Parties to it and their respective successors and permitted assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any Party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any Party to this Agreement.

14. Construction. The Parties hereto acknowledge and agree that:

14.1 Each Party has participated in the drafting of this Agreement.

14.2 Each Party is represented by legal counsel or has had the opportunity to have this document reviewed by their legal counsel and has waived such review and counsel.

14.3 The normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be applied to the interpretation of this Agreement; and

14.4 No inference in favor of, or against, any Party shall be drawn from the fact that one Party has drafted any portion hereof.

14.5 No significance is to be attached to the use of singular or plural designations or the use of the masculine, feminine or neuter gender in this Agreement. Each designation or gender shall be construed to include the others where appropriate.

14.6 The language used in this Agreement will 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. Any reference to any federal, state, local, statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

15. **Incorporation of Exhibits, Annexes, and Schedules.** The Exhibits, Annexes, and Schedules identified in this Agreement and/or attached hereto are incorporated herein by reference and made an integral part hereof.

16. **Further Assurances.** The Parties agree:

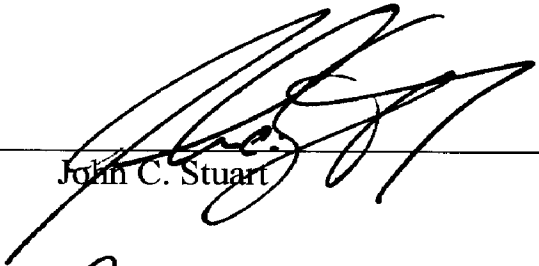
16.1 to furnish upon request to each other such further information:

16.2 to execute and deliver to each other such other documents; and

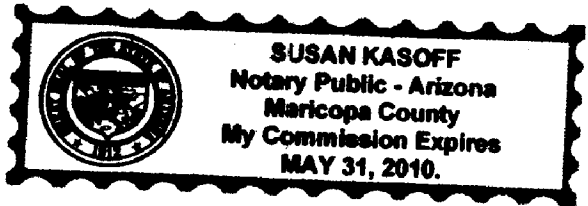
16.3 to do such other acts and things, all as the other party may reasonably

request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

17. **Time is of the Essence.** Time is of the essence of this Agreement and each and every provision hereof. Any extension of time granted for the performance of any duty under this Agreement shall not be considered an extension of time for the performance of any other duty under this Agreement.

By: 
John C. Stuart

By: 
Cynthia J. Cantrell



Notary: Susan Kasoff
Date: February 28, 2008