

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| | |
|---|------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Assignment of 16.5% interest |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Alisher Shaihov | 08/01/2007 |
| RECEIVING PARTY DATA | |
| Name: | Oleg Oskin |
| Street Address: | 16 Popel Mordehai, Apt. 29 |
| City: | Rishon Lezion |
| State/Country: | ISRAEL |
| Postal Code: | 75355 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 6058411 |
| CORRESPONDENCE DATA | |
| Fax Number: | (201)643-2381 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 201-863-2403 |
| Email: | law-now@comcast.net |
| Correspondent Name: | Alexander Razdolski |
| Address Line 1: | 556 Sanderling Ct. |
| Address Line 4: | Secaucus, NEW JERSEY 07094 |
| ATTORNEY DOCKET NUMBER: | SHAIH0801 |
| NAME OF SUBMITTER: | Alexander Razdolski |
| Total Attachments: 4 source=Assignment p.1#page1.tif source=Assignment p.2#page1.tif source=Assignment p.3#page1.tif source=Assignment p.4#page1.tif | |

OP \$40.00 6058411

500492071

PATENT
REEL: 020666 FRAME: 0808

AGREEMENT TO ASSIGN PATENT

THIS AGREEMENT ("Agreement") is entered into on this 1 st. day of August, 2007 by and between Alisher Vahidovich Shaihov ("Assignor"), residing at 2 Travel Islamov Street, H. 20, Tashkent, Uzbekistan, and Oleg Oskin residing at 16 Popel Mordehai, apt.29 , Rishon Lezion 75355 , Izrael ("Assignee.")

WHEREAS, I, Alisher Vahidovich Shaihov am one of the Assignees of the US Patent No 6,058,411, dated May 2, 2000, issued by the United States Patent and Trademark Office (referred hereinafter as "The Patent");

WHEREAS, I, Alisher Vahidovich Shaihov, desire to sell, and Oleg Oskin desires to acquire, 1/2 (one half) of all of the royalties, income and interest arising from Assignor's interest in The Patent;

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, I hereby transfer to Oleg Oskin, his successors and assigns, 1/2 (one half) of the right, title and interest that I am entitled to according to Contract No 2 and Agreements to assign Patent (« Attachment A ») in and to The Patent throughout the world, all corresponding domestic and foreign applications, and all rights and benefits under any applicable treaty or convention; and I authorize the Commissioner of Patents and Trademarks of the United States or foreign equivalent thereof to issue the Letters Patent or similar legal protection to the Assignee.

I represent to Assignee, his successors and assigns, that I have not and shall not execute any writing or do any act whatsoever conflicting with this Agreement. I, my executors or administrators, will at any time upon request, without additional consideration, but at the expense of Assignee, his successors and assigns, execute such additional writings and do such additional acts as Assignee, his successors and assigns, may deem desirable to perfect his enjoyment of this grant, and render all assistance in maintaining and enforcing the Patent, his rights in it, or similar legal protection and his interest in it in any and all countries

1 GRANT OF RIGHTS

1.1 Assignor agrees to assign 1/2 (one half) of all of Assignor's right, title and interest in The Patent to the Assignee. In order to effect such ownership transfer, contemporaneously with the execution of this Agreement, Assignor will execute a certain assignment document, to be recorded with the United States Patent and Trademark Office. Assignor shall reasonably cooperate with Assignee in all necessary actions that Assignee may deem necessary to perfect their ownership in The Patent, at Assignee's expense.

1.2 Assignor promptly shall deliver to Assignees all documentation pertaining to The Patent.

PATENT

REEL: 020666 FRAME: 0809

AGREEMENT TO ASSIGN PATENT
between Alisher Shaihov and Oleg Oskin

4.1.2 Assignor represents and warrants that:

- (a) he has full power and authority to enter into this Agreement and perform his obligations hereunder, and
- (b) provided the grants, conveyances and assignments made under Section 2.1 above are effective, it has the legal right to grant all the rights it purports to grant pursuant to Section 2.3 above.

4.1.3 EXCEPT AS PROVIDED IN THIS SECTION 4.1, EACH PARTY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY (IF ANY) IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, AND OF LACK OF NEGLIGENCE OR LACK OF WORKMANLIKE CONDUCT OR EFFORT. ALL PATENT APPLICATIONS ASSIGNED UNDER THIS AGREEMENT ARE PROVIDED AS IS WITH ALL FAULTS, AND NO WARRANTIES OR PROMISES ARE MADE THAT THE SAME WILL WORK OR WORK FOR ANY PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN THIS SECTION 3.1, THERE IS NO WARRANTY OF TITLE, AUTHORITY OR NON-INFRINGEMENT IN ANY SUCH PATENT APPLICATIONS.

4.2 LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE IMMEDIATELY PRECEDING SENTENCE SHALL HAVE NO APPLICABILITY TO ANY LEGAL CAUSE OF ACTION ARISING FROM ANY PARTY'S ACTIVITIES OUTSIDE THE SCOPE OF THIS AGREEMENT.

5. GENERAL

5.1 ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and to the extent that this agreement is inconsistent with any prior agreement(s) between the Parties, the terms of this agreement are to control.

5.2 AMENDMENT. This Agreement shall not be amended or otherwise modified except by a written agreement dated subsequent to the date of this Agreement and signed by Assignee and Assignor

5.3 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York,

5.4 ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

2. ROYALTY SHARING

2.1 Assignor shall pay Assignee , and Assignee shall pay Assignor 1/2 (one half) of any royalties, licensing fees and other monies collected by the sides in the licensing or commercial exploitation of The Patent. In the event that Assignor has to litigate to obtain, maintain or collect such royalties, Assignor is entitled to deduct reasonable attorneys fees, costs and expert witness fees from the total royalties collected.

2.2 Parties agrees to make written reports quarterly detailing the royalties and other payments collected pursuant to Section 2.1 above. Parties obligation to produce this report commences in the first quarter in which such royalties are collected. Assignor further agrees to maintain records showing royalties, licensing fees and other monies collected to enable the monies payable hereunder by Assignor to be determined and to permit its books and records to be examined from time to time to the extent necessary to verify the written reports provided.

2.3 Parties shall pay all royalties owed on a quarterly basis to Assignee while The Patent remains valid. The quarterly royalty payments shall be submitted with the written report provided for in this Section 2.2.

3. JOINT ACTIVITY. THE PARTIES AGREE ON JOINT ACTIVITY ON COMMERCIAL REALIZATION OF THE PATENT, OPENING THE COMPANIES IN USA, CONDUCT NEGOTIATIONS WITH INVESTORS AND POTENTIAL PARTNERS; ARRANGE, AS REQUIRED, PRODUCTION; SIGNING THE JOINT LICENSE AGREEMENTS.

4. WARRANTIES AND LIMITATION OF LIABILITY

4.1 WARRANTIES.

4.1.1 Assignor represents and warrants that:

- (a) He has full power and authority to enter into this Agreement and perform his obligations hereunder;
- (b) Immediately prior to the execution of this Agreement (and subject to such Agreements and Contracts as have been disclosed to Assignees in writing), Assignor owns a 1/3 (one third) rights on owing to him part from right, title and interest in and to The Patent; and
- (c) He has the legal right to grant all the rights it purports to grant and to convey all the rights it purports to convey pursuant to Section 1.1 above.

AGREEMENT TO ASSIGN PATENT
between Alisher Shaihov and Oleg Oskin

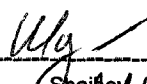
- 5.5 NO WAIVER. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 5.6 SAVINGS CLAUSE. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- 5.7 FURTHER ASSURANCES. Each party agrees to take such further action and execute, deliver and/or file such documents or instruments as are necessary to carry out the terms and purposes of this Agreement.
- 5.8 SECTION HEADINGS. The section headings used in this Agreement are intended for convenience only and shall not be deemed to supersede or modify any provisions.

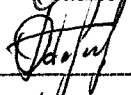
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

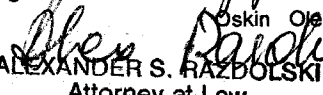
ATTACHMENT A

1. Agreement to assign US Patent № 6.058.411 between Alisher Vahidovich Shaihov ("Assignor"), residing at 2 Travel Islamov Street, H. 20, Tashkent, Uzbekistan, and and OLeg Polishevich residing at 380 Avenue U, Apt. 4F, Brooklyn, NY 11223, USA ("Assignee."), «25» September 2006 .
2. Agreement to assign US Patent № 6.058.411 between Alisher Vahidovich Shaihov ("Assignor"), residing at 2 Travel Islamov Street, H. 20, Tashkent, Uzbekistan, and Zaharyantz Georgyi residing at 3 Uzbekselmashskaya Street , Tashkent , Uzbekistan ("Assignee"), «25» September 2006.

SIGNATURES:

Assignor  «1» August 2007 y.
(Shaihov Alisher Vahidovich)

Assignee  «1» August 2007 y.
(Oskin Oleg)


ALEXANDER S. RAZDOLSKI
Attorney at Law
Notary Public of New Jersey
I.D.# 2344350

MR. Shaihov KNOWN TO ME
APPEARED IN MY OFFICE
AND SIGNED THIS



PATENT