

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNMENT
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CONVEYING PARTY DATA	
Name	Execution Date
Bruce A. Fogel	02/07/2008

RECEIVING PARTY DATA	
Name:	OLA, Inc.
Street Address:	2731 N. Lincoln Avenue
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60614

PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7076455
Patent Number:	7254553

CORRESPONDENCE DATA	
Fax Number:	(312)655-1501
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	3126551500
Email:	jpccocket@welshkatz.com
Correspondent Name:	Welsh & Katz, Ltd
Address Line 1:	120 S. Riverside Plaza
Address Line 2:	22nd Floor
Address Line 4:	Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	JPC-B. FOGELSON
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NAME OF SUBMITTER:	Jon P. Christensen (Reg. No. 34,137)
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Total Attachments: 10
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RECORDATION FORM COVER SHEET PATENTS ONLY

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

1. Name of conveying party(ies)
Bruce A. Fogelson

2. Name and address of receiving party(ies)

Name: OLA, Inc.
Address: 2731 N. Lincoln Avenue
Chicago, IL 60614

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

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

Execution Date(s) 02/07/2008

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

Name: Same as above

Address:

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

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)
7,076,455
7,254,553

B. Patent No.(s)

Additional numbers attached? Yes NO

5. Name and address to whom correspondence concerning document should be mailed:

Name: Jon P. Christensen
Address: Welsh & Katz, Ltd
120 S. Riverside Plaza
22nd Floor

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

City: Chicago

State: IL Zip: 60606

Phone Number: 312 655-1500

Fax Number: 312 655-1501

Email Address: jpodocket@welshkatz.com

8. Payment Information

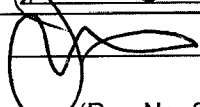
a. Credit Card Last 4 Numbers _____

Expiration Date _____

b. Deposit Account Number 23-0920

Authorized User Name Jon P. Christensen

9. Signature:



Signature

5/8/08

Date

Jon P. Christensen (Reg No. 34,137)

Name of Person Signing

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

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, V.A. 22313-1450

EXCLUSIVE GRANT

BUILDER ON LINE ASSISTANT – HOME BUILDER SHOWROOM.com

This Agreement ("Agreement") is entered into by and between Bruce A. Fogelson. (referred to herein as "Grantor") an individual residing in Chicago, Illinois and OLA, LLC, An Illinois Limited Liability Company (referred to herein as "Grantee") with its principal place of business located at 2731 N. Lincoln Ave. Chicago IL 60614.

WHEREAS Grantor is the sole owner of the existing United States patents and pending patent applications identified in Schedule A hereto and generally referred to as the "Builder On Line Assistant" patents States Patent US #7,076,455 B1 and US #7,254,553 B2 (with further patents pending) (referred to herein respectively as "Patents" and "Patent Applications" and collectively as "Patent Rights");

WHEREAS Grantor and or Grantee may have rights, title or interests in the intellectual property, copyright, trademark(s), images, plans, or any and all other rights relating to the business or business formation or business entity known as "Home Builder Showroom" and or "www.HomeBuilderShowroom.com" (referred to herein respectively as "HBS" and or "HBS Rights"); and

WHEREAS Grantee desires to obtain exclusive rights under said Patent Rights and HBS Rights relating to builder on line in relation to or associated with or also known as home builder showroom and such other home building business to which refer or relate, Patents and Patent Applications including the exclusive right to sublicense the Patent Rights in accordance with the terms stated herein; and

WHEREAS Grantor is willing to grant to Grantee such exclusive rights under HBS said HBS Rights and said Patents and Patent Applications including the exclusive right to sublicense the Patent Rights in accordance with the terms stated herein in accordance with the terms stated herein; and

WHEREAS the effective date of this agreement can be and is a date in the past even though we prepare and execute the document "nunc pro tunc" to this date, even though it is executed in 2008. Nunc pro tunc is taken to mean now for then and is a phrase which

theoretically and in all relevant cases applies to acts that are allowed to be done after the time when they could have been done with a retroactive effect.

WHEREAS these recitals are hereby incorporated in to this Agreement;

IT IS THEREFORE AGREED:

Grant : (a) Grantor hereby grants to Grantee and Grantee accepts from Grantor the exclusive right under said Patents and Patent Applications (i) to make, have made, use, offer to sell and sell within the United States and to import into the United States any and all of the inventions of said Patents and Patent Applications for the entire duration thereof, including but not limited to articles, processes, apparatus and systems, covered thereby; (ii) to sublicense third parties to practice any and all of the inventions of said Patents and/or issued said Patent Applications for the entire life thereof under conditions no less restrictive as those contained herein; and (iii) to exclude others from any and all acts constituting an infringement of said Patents under Title 35 United States Code Section 271, whereby the Grantee shall have the exclusive right to sue and obtain all remedies in law and in equity for all past, present and future infringement of any said Patents and/or issued said Patent Applications; (b) Grantor reserves no right to make, use, offer to sell, or sell within the United States or to import into the United States the inventions, nor to grant further licenses under said Patents and Patent Applications, nor to sue for the infringement thereof. (c) The United States shall mean the United States of America, its territories and possessions.

Sublicensing Efforts

(a) Grantee shall make substantial efforts to promote use by third parties under sublicenses granted by the Grantee of the inventions covered by the Patent Rights in a manner which in its reasonable opinion will develop optimum royalty earnings by public utilization of the inventions which the Patent Rights cover.

(b) It is recognized by the parties that as of the effective date of this agreement neither party is certain of every conceivable manner in which the inventions covered by the patent rights will ultimately be commercially utilized. Upon the execution of a sublicense, or any agreement involving the Patent Rights, the Grantee shall furnish Grantor a conformed copy or copies of the instrument or instruments to the Grantor and written notice of the first commercial use in any form by a sublicensee of any invention sublicensed under the Patent Rights.

(c) On or before the fifteenth (15th) day after each of the last day of June and December of each year after the year 2009 Grantee shall report in succinct written detail, (including, but not limited to such agreements, defaults, claims, income or fees) to the Grantor its activities during the past calendar (six (6)) months in sublicensing the Patent Rights.

Patent Marking: Grantee agrees to apply appropriate patent marking to all articles directly manufactured, sold, used or imported pursuant to Section 1(a) of this Agreement and to assure that all sublicensees apply appropriate patent marking to all articles manufactured, sold, used or imported under any sublicenses granted pursuant to Section 1(a) of this Agreement.

Consideration to Grantor

(a) For the rights and privileges granted under Section 1(a) (i) of this Agreement, Grantee shall pay to Grantor Twenty percent (25%) of the gross revenue received by Grantee from unrelated parties derived from Grantee's manufacture, use or sale within the United States or for importation into the United States of any invention covered by the claims of unexpired said Patents and pending said Patent Applications.

(b) For the rights and privileges granted under Sections 1(a)(ii) and 1(a)(iii) of this Agreement, Grantee shall pay to Grantor (a) Twenty (25 %) of all monies received by Grantee for any sublicenses granted to any third-party by Grantee or recovered by Grantee from any third-party for any past, present, or future infringement of any of said patents and (b) an additional amount of Thirty Five Percent (35%) of all monies recovered by Grantee from said third party accrued for damages arising from infringement of any of said Patents prior to either (i) such date as Grantee files suit against said third party for said infringement or (ii) such date as Grantee agrees in writing with said third party to a settlement of said prior infringement claim, whichever shall first occur.

(c) The parties agree that, prior to the first anniversary of this Agreement, and from time to time (and or upon request) thereafter, to do an accounting and to account for all historical costs and expenses with regards to obtaining and or maintaining the Patent Rights and or the HBS Rights and related business interests. Grantee hereby agrees to reimburse Grantor for all such costs and expenses, past or current, at a rate of 110% of all such Grantor's costs and expenses. Grantee will pay all Grantee's (and Grantor's) costs and expenses with no cost or expense to Grantor, including all such past costs and expenses which have occurred through the date of the execution of this Agreement. Grantee dose hereby agree to hold Grantor harmless, protect and defend Grantor against any and all claims or causes of action against Grantor, the Patent Rights and or the HBS Rights and related business interests and will pay all such costs

and expenses, including all legal fees, costs and expenses for enforcement and or defenses. In the event of a question as to the applicability of past costs and expenses then the Parties will first attempt to reconcile with their CPA accountant(s) and, of requested, agree upon a 3rd party accounting firm to audit in an agreed upon procedure to presumptively determine the terms of this agreement and any proper tax-treatment or tax-related matters which provide the parties with the best reasonable tax-treatment and reporting under this agreement.

Records; Reports; Payments:

(a) The Grantee shall keep full, true, and accurate books of account containing all particulars which may be necessary for the purpose of showing the amounts payable to the Grantor under this agreement. Said books of accounts shall be kept at the Grantee's principal place of business. Said books and the supporting data shall be open at all reasonable times, for seven (7) years following the end of the calendar year to which they pertain, to the inspection of an independent certified public accountant retained by the Grantor for the purpose of verifying the correctness of the Grantee's payments, or the Grantee's compliance in other respects with this agreement.

(b) The Grantee within thirty (30) days after the end of each quarter of each calendar year shall deliver to the Grantor a true and accurate report giving such particulars of the activities conducted by the Grantee during the preceding three (3) months under this agreement as are pertinent to an accounting under this agreement. These reports shall include at least the following:

- (1) Reported income of each sublicensee as a result of its sale, rental, etc. of apparatus sublicensed under the Patent Rights, by sublicensee;
- (2) Gross income received by the Grantee from each sublicensee, by sublicensee;
- (3) The Grantor's share of such gross income;
- (4) Base, rate, and calculation of payments due directly from the Grantee under Section 1(a)(i) of this agreement.

(c) Simultaneously with the delivery of each report, the Grantee shall pay to the Grantor the sums due under this agreement for the period covered by such report. If no sums are due, it shall be so reported. All payments to the Grantor under this agreement shall, save as provided in this paragraph, be made in U.S. dollars. Where and to the extent that monies due from a third-party is to be paid to the Grantee in a foreign currency or is expressed in a foreign currency, conversion thereof for purposes of royalty payments to the Grantor shall be made at the

Grantor's Election of its U.S. major money-center bank (but, lacking such election then presume the average of Bank of America or Chase Bank bank buying rate for such currency in effect on the date when payment is due to the Grantor. In the event that payment to the Grantee is blocked by governmental regulation, or is permitted by governmental regulation only upon such adverse economic terms that the Grantee is impelled to hold the royalty or consideration in a blocked account pending later payment, the Grantee and the Grantor shall, at the written request of either, confer in good faith to establish procedures, if these are acceptable to the Grantor in its sole discretion, for alternative means of payment of the relevant royalty to the Grantor. Such blocking of payments, however, shall in no way abate the Grantee's duty to make payments to the Grantor under this agreement.

Infringement Suits: Pursuant to the grant of Section 1, Grantee has the exclusive right to bring suit for all past, present and future infringement of any of said Patents and/or all issued said Patent Applications in its own name and without joining Grantor. Grantor shall be bound by any judgments made pursuant to said suits including but not limited to a declaration of invalidity or non-infringement of some or all claims of some or all licensed patents. Grantor shall support any such litigation in any reasonable manner requested by Grantee and shall act as an agent of the Grantee in any manner so requested to act for the purpose of litigation. Grantor will make himself personally available in support of any such litigation at all times reasonable and will direct such agents as are reasonably required to support such litigation as reasonably directed by Grantee. The entire expense (including but not limited to attorneys fees) and cost of both Grantor and Grantee for any such infringement suits will be borne by Grantee without any right of any reimbursement from Grantor. Grantor retains no right to maintain a separate patent infringement action against any third party regarding the same claims and subjected matter asserted by Grantee in any lawsuit brought by Grantee under this Agreement against said third party.

Term and Termination:

(a) This Agreement shall continue until the expiration of the last to expire of any patents presently or hereafter issued under the Patent Rights, unless earlier terminated by its express terms. (b) In the event that Grantee shall at any time fail to abide by the payment and reporting provisions of this Agreement, Grantor shall have the right to notify Grantee of such default and that Grantor intends to terminate this Agreement unless such default is corrected. Unless such default shall be corrected by Grantee within one (1) month from the receipt by it of such notice

then and in such event, this Agreement and the rights granted by it shall be terminable by Grantor upon sending notice of termination in writing to Grantee.

(c) Except as set forth in 8(d), in the event that Grantee shall at any time fail to abide by any other of the provisions of this Agreement, Grantor shall have the right to notify Grantee of such default and that Grantor intends to terminate this Agreement unless such default is corrected. Unless such default shall be corrected by Grantee within three (3) months from the receipt by it of such notice then and in such event, this Agreement and the rights granted by it shall be terminable by Grantor upon sending notice of termination in writing to Grantee.

(d) Commencing with the first calendar anniversary of this Agreement, Grantor shall have the right to advise the Grantee in writing that the Grantee is failing to exercise proper activity in sublicensing the Patent Rights. Unless the Grantee demonstrates to Grantor's satisfaction that it has been and is exercising proper activity therein within six (6) months after such advice, the power of the Grantee to issue sublicenses shall thereupon, upon written notice by the Grantor, terminate.

(e) If the Grantee shall become bankrupt or insolvent and/or if the business of the Grantee shall be placed in the hands of a receiver, assignee, or trustee, whether by the voluntary act of the Grantee or otherwise, this agreement, shall immediately terminate and without notice.

(f) Grantor acknowledges that he retains no right to and shall not grant any license, grant, working right, power, privilege, or immunity under the Patent Rights to any third party unless this Agreement first terminates.

(g) Grantee agrees to sign any document confirming the termination of this agreement if and when requested to do so by Grantor.

Effect of Termination:

(a) The termination of this Agreement for any reason except under Section 89(e) shall not terminate or affect any agreements entered by Grantee pursuant to the rights granted in Section 1(a) of this Agreement. Such agreements shall have the same force and effect as if this Agreement had not been terminated and no rights thereunder shall revert to the Grantor.

Specifically, in the event of the termination of this Agreement:

(b) Grantee shall be entitled to continue to receive from third parties such consideration and monies as accrue to Grantee pursuant to any agreements entered or substantially negotiated during the term of this Agreement pursuant to the grant of Section 1 of this Agreement;

(c) Grantee shall be entitled to continue to proceed against, sublicense, obtain remedies from, or to settle with, any third party against whom an action has been initiated but not concluded.

(d) Grantee's obligations to make royalty payments and reports and its patent marking obligations shall continue;

(e) Unless this Agreement is terminated by Grantor under Sections 4 or 76, the grant under Section 1(a)(i) of this Agreement shall become a non-exclusive license subject to Grantor having the right to terminate effective immediately upon giving written notice of termination in the event that Grantee does not cure any breach of its obligations to make royalty payments and reports or its patent marking obligations within one (1) month of a written assertion by Grantor of Grantee's said breach.

(f) Grantor covenants that he will not bring any separate lawsuit after the termination of this agreement against any third party whom Grantee has previously sued under this Agreement involving the same subject matter and claims as brought in the prior suit.

Mediation, Jurisdiction and Applicable Law. This Agreement shall be interpreted in accordance with the laws of the State of Illinois, with venue preserved for any matter to be within the City of Chicago.

a.) Jurisdiction. Any suit or arbitration between the parties hereto incident to this Agreement shall be filed within the State of Illinois and both parties hereto hereby consent to personal jurisdiction within the State of Illinois for any such suit or arbitration between the parties, and any such matter will be heard or held in The City of Chicago. The parties hereby waive any demand for jury.

b.) Mediation. Any claim, default, dispute or controversy arising out of or relating to this agreement or its actual or alleged breach must first be fully addressed and subject to the one-page written summary opinion of a professional mediator after attempts at direct settlement by mediation, to be conducted in Chicago Illinois by and in accordance with the Rules then obtaining of the American Arbitration Association or such other professional service as the parties should otherwise agree, and, should the parties, at any time elect to make binding arbitration then upon any resulting judgment upon the award rendered therein may be entered for enforcement in the appropriate state or Federal court in Illinois.

c.) Payment of Expenses By Non-Prevailing Party. In any suit or any mediation (or agreed upon election for binding arbitration) between the parties hereto incident to this Agreement, the non-prevailing party shall be liable to the prevailing party for all expenses (including but not limited to attorneys fees) and costs and collection and post-judgment costs of the prevailing party incident thereto. The parties hereto have had the benefit and review of legal counsel.

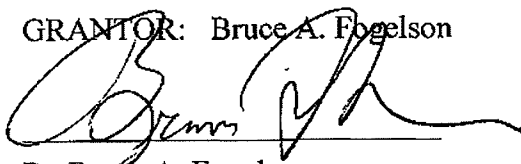
d.) Notice. All notice to each party hereto shall be in writing and by certified mail, return receipt requested, with a copy to Grantor sent to Grantor's attorney, Robert Wigoda, Esq.

Wigoda & Wigoda, 444 N. Michigan Ave., Chicago, IL 60611 and a copy by fax to 773-528-8848. For the purposes of executing this agreement, this Agreement may be executed in duplicate originals and transmitted by fax or pdf copy sent by e-mail and each such original or true copy will be take together as one whole.

Assignability of Right By Grantee. Subject to the rights and prior written consent of the Grantor, this agreement may be assigned as an entirety by the Grantee as a part of a sale of the Grantee's entire business, or with a sale of the entire portion of the Grantee's business to which the Agreement pertains, upon prior written notice to the Grantor that said assignee agrees in writing to be bound by this Agreement and all of Grantee's obligations under this Agreement, and the term "Grantee" where used in this license shall thereafter include such assignee of Grantee. No license, power, privilege, right, or immunity granted the Grantee hereunder may be separately assigned or delegated in the absence of not less than ten (10) day prior written notice to Grantor and explicit written consent by Grantor; however, such consent may or may not be unreasonably withheld and Grantor will use its best efforts to respond to any such request within twenty one (21) days advising Grantee of its consent or election not to consent in each case.

Accepted and Agreed this date Feb 7th, 2008

GRANTOR: Bruce A. Fogelson



By Bruce A. Fogelson

Address for Notice:

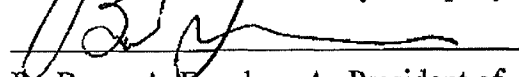
1345 W. Wolfram Ave.

Chicago, IL 60657

BruceFogelson@Gmail.com

GRANTEE: OLA, LLC

An Illinois Limited Liability Company



By Bruce A. Fogelson As President of

BAFCOR, Inc. as Manager of OLA, LLC

2731 N. Lincoln Ave.

Chicago, IL 60614

c/o Bruce@ParamountHomes.com

