

PATENT ASSIGNMENT

Electronic Version v1.1  
Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT												
NATURE OF CONVEYANCE:	Corrective Assignment to correct the erroneous recordation(Assignment pages omitted in error) of U.S. Pat. No. 5,410,344 previously recorded on Reel 016408 Frame 0066. Assignor(s) hereby confirms the assignment of Assignor's interest for U.S. Pat. No. 5,410,344.												
CONVEYING PARTY DATA													
<table border="1"><tr><th>Name</th><th>Execution Date</th></tr><tr><td>Arrowsmith Technologies, Inc.</td><td>03/29/2000</td></tr></table>		Name	Execution Date	Arrowsmith Technologies, Inc.	03/29/2000								
Name	Execution Date												
Arrowsmith Technologies, Inc.	03/29/2000												
RECEIVING PARTY DATA													
<table border="1"><tr><td>Name:</td><td>Intellectual Property Development, Inc.</td></tr><tr><td>Street Address:</td><td>4601 Ponce de Leon Blvd.</td></tr><tr><td>Internal Address:</td><td>Suite 300</td></tr><tr><td>City:</td><td>Coral Gables</td></tr><tr><td>State/Country:</td><td>FLORIDA</td></tr><tr><td>Postal Code:</td><td>33146</td></tr></table>		Name:	Intellectual Property Development, Inc.	Street Address:	4601 Ponce de Leon Blvd.	Internal Address:	Suite 300	City:	Coral Gables	State/Country:	FLORIDA	Postal Code:	33146
Name:	Intellectual Property Development, Inc.												
Street Address:	4601 Ponce de Leon Blvd.												
Internal Address:	Suite 300												
City:	Coral Gables												
State/Country:	FLORIDA												
Postal Code:	33146												
PROPERTY NUMBERS Total: 1													
<table border="1"><tr><th>Property Type</th><th>Number</th></tr><tr><td>Patent Number:</td><td>5410344</td></tr></table>		Property Type	Number	Patent Number:	5410344								
Property Type	Number												
Patent Number:	5410344												
CORRESPONDENCE DATA													
Fax Number: (202)371-2540 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: 202.371.2600 Email: mspecht@skgf.com Correspondent Name: Sterne, Kessler, Goldstein & Fox P.L.L.C Address Line 1: 1100 New York Avenue, N.W. Address Line 4: Washington, DISTRICT OF COLUMBIA 20005													
ATTORNEY DOCKET NUMBER:	2222.3040000												
NAME OF SUBMITTER:	Michael D. Specht, Reg. No. 54,463												
Total Attachments: 12													

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PATENT  
REEL: 023950 FRAME: 0041

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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)**

Arrowsmith Technologies, Inc.

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

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

Execution Date(s) 03/29/2000

- ☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name  
☐ Joint Research Agreement  
☐ Government Interest Assignment  
☐ Executive Order 9424, Confirmatory License  
☒ Other See 1 in Addendum

**2. Name and address of receiving party(ies)**

Name: Intellectual Property Development, Inc.

Internal Address: \_\_\_\_\_

Street Address: 4601 Ponce de Leon Blvd.

Suite 300

City: Coral Gables

State: Florida

Country: USA Zip: 33146

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)

B. Patent No.(s)

5,410,344

Additional numbers attached? ☐ Yes ☒ No

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

Name: Sterne, Kessler, Goldstein & Fox P L L C

Internal Address: c/o

Street Address: 1100 New York Avenue, N.W.

City: Washington

State: D.C. Zip: 20005-3934

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**6. Total number of applications and patents involved: 1**

**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00**

- ☐ Authorized to be charged to deposit account  
☒ Enclosed  
☐ None required (government interest not affecting title)

**8. Payment Information**

1005

08/2013

Deposit Account Number 19-0036

Authorized User Name MDS

**9. Signature:**

Michael D. Specht  
Signature

02/17/2010

Date

Michael D. Specht, Reg. No. 54,463  
Name of Person Signing

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

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

2222.3040000

**PATENT  
REEL: 023950 FRAME: 0043**

## Addendum

1. Corrective Assignment to correct the erroneous recordation (Assignment pages omitted in error) of U.S. Pat. No. 5,410,344 previously recorded at Reel 016408 Frame 0066. Assignor(s) hereby confirms the assignment of Assignor's interest for U.S. Pat. No. 5,410,344.

# PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ARROWSMITH TECHNOLOGIES, INC.	03/29/2000
RECEIVING PARTY DATA	
Name:	INTELLECTUAL PROPERTY DEVELOPMENT, INC.
Street Address:	4601 Ponce de Leon Blvd., Suite 300
City:	Coral Gables
State/Country:	FLORIDA
Postal Code:	33146
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	5410344
CORRESPONDENCE DATA	
Fax Number:	(248)647-5210
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	248-647-6000
Email:	docket@patlaw.com
Correspondent Name:	Allen M. Krass
Address Line 1:	P.O. Box 7021
Address Line 4:	Troy, MICHIGAN 48007-7021
NAME OF SUBMITTER:	Allen M. Krass
• Total Attachments: <u>3</u> source=SCAN1438_000#page1.tif source=SCAN1438_000#page2.tif source=SCAN1438_000#page3.tif	

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500045361

PATENT  
 REEL: 016408 FRAME: 0066  
 PATENT

REEL: 023950 FRAME: 0045

## PATENT ASSIGNMENT AGREEMENT

This agreement made this 29 day of March 2000 by and between ARROWSMITH TECHNOLOGIES, INC. a Texas corporation located at 1301 West 25<sup>th</sup> Street, Suite 300, Austin, Texas 78705 (hereinafter "ASSIGNOR") and INTELLECTUAL PROPERTY DEVELOPMENT, INC. a Florida corporation of 4601 Ponce de Leon Blvd., Suite 300, Coral Gables, Florida 33146 (hereinafter "ASSIGNEE").

**WHEREAS, ASSIGNOR** owns all right, title and interest in and to U.S. patent number 5,410,344 and any continuations, continuations in part, divisionals, re-issues, re-examinations, or foreign counterparts issuing thereon (hereinafter "INTELLECTUAL PROPERTY"); and

**WHEREAS, ASSIGNOR** represents that the INTELLECTUAL PROPERTY has not been licensed and is available for licensing; and

**WHEREAS, ASSIGNEE** is desirous of acquiring all rights, title and interest in the INTELLECTUAL PROPERTY;

**NOW, THEREFORE**, for good and valuable consideration, the receipt whereof is hereby acknowledged, and the mutual performance of the undertakings herein, it is agreed by the parties hereto as follows:

### **Section 1. Assignment**

- A. ASSIGNOR hereby assigns, transfers, and conveys to ASSIGNEE, and ASSIGNEE hereby accepts, takes, and receives, all of ASSIGNOR's right, title and interest in and to the INTELLECTUAL PROPERTY including, without limitation, any right to recover damages and/or seek equitable or other relief with respect to past infringement of the INTELLECTUAL PROPERTY. Accordingly, ASSIGNOR agrees, at ASSIGNEE's request and expense, to take all lawful and just acts, including the execution and acknowledgement of further instruments, that may be or become necessary (including country-by-country assignments) for maintaining and perfecting the foregoing assignment; and ASSIGNOR hereby authorizes the United States Commissioner of Patents and its foreign equivalents to issue the patent in any and all of the INTELLECTUAL PROPERTY to ASSIGNEE as the assignee to the entire interest therein. The parties further agree to execute an assignment in the form of Exhibit A hereto for the purposes of recording with the United States Patent and Trademark Office the assignment described herein.
- B. ASSIGNOR agrees that it will not hereafter, during the term of this Agreement, without the express written consent of ASSIGNEE take any action contrary to the rights granted to ASSIGNEE in accordance with the terms of this Agreement.

### **Section 2. Obligations of ASSIGNEE**

- A. ASSIGNEE shall use commercially reasonable good faith efforts to commercialize the INTELLECTUAL PROPERTY through nonexclusive or exclusive licenses, assignment of the entire rights or some portion thereof or otherwise as deemed appropriate in ASSIGNEE's sole discretion.
- B. In the event that ASSIGNEE is granted any improvement patents related to the INTELLECTUAL PROPERTY then the ASSIGNOR shall be entitled to fifty percent

(50%) of any Net Commercialization Proceeds received through the commercialization of said patents pursuant to the provisions of Section 4.

- C. ASSIGNEE agrees to provide ASSIGNOR with notice of a proposed assignment or license, including in the written notice (a) the identity of the proposed assignee or licensee and information about the proposed assignee or licensee (b) the scope of the assignment or license proposed to be granted, (c) the material business and legal terms and provisions which will govern the proposed assignment or license, (d) ASSIGNEE's assurances that the proposed assignee or licensee is not an Affiliate and that the proposed assignment or license has been negotiated in a bona fide arm's length transaction, and (e) any other matter which is reasonably material to the transaction provided ASSIGNEE is under no legal obligation to keep such information confidential.
- D. ASSIGNEE shall not transfer or license any part of the INTELLECTUAL PROPERTY, or grant rights therein, as part of a bundle with other intellectual property rights of a third party unless it first obtains the written approval of ASSIGNOR, which approval shall not be unreasonably withheld.
- E. ASSIGNEE shall keep ASSIGNOR reasonably informed with respect to ASSIGNEE's commercialization efforts, and shall promptly provide further information as reasonably requested by ASSIGNOR from time to time, including, without limitation, by providing copies, to the extent permitted, of each agreement under which a license or other transfer of rights relating to the INTELLECTUAL PROPERTY is granted, and if not so permitted, providing ASSIGNOR a summary of key terms and conditions including those terms necessary to calculate the amount due hereunder.
- F. For purposes of this Agreement, "Affiliate" means any (1) entity, other than a natural person, who is controlled by or under common control with ASSIGNEE or any shareholder, officer or director of ASSIGNEE or of the spouse, parent, sibling or child of any shareholder, officer or director of ASSIGNEE, and (2) any shareholder, officer or director of ASSIGNEE, and the spouse, parent, sibling or child of any shareholder, officer or director of ASSIGNEE. For purposes of this definition, "control" means the ownership of 25% or more of the equity or voting interests in an entity other than a natural person.
- G. ASSIGNEE represents and warrants that (i) it has the legal power, authority and right to enter into this Agreement and to perform all of its obligations hereunder; and (ii) it has the right and power to extend the rights granted in this Agreement.
- H. ASSIGNEE agrees that it will defend, indemnify and hold harmless ASSIGNOR, its shareholders, directors, officers, employees, attorneys and agents and each of them (the "Indemnified Parties"), from and against any and all loss, liabilities, damages, penalties, judgments, deficiency, expense, claims, causes of action, lawsuits or other proceedings filed or otherwise instituted ("Claims") against any of the Indemnified Parties related directly or indirectly to or arising out of or otherwise relating to any license or assignment of any part of the INTELLECTUAL PROPERTY by or through ASSIGNEE except for any Claims arising from a misrepresentation made by ASSIGNOR or from any contractual breach made by ASSIGNOR, provided that ASSIGNOR give ASSIGNEE prompt written notice of such claims, that ASSIGNEE shall have the right to select legal counsel, and that ASSIGNEE shall have sole control of the defense and any settlement thereof. ASSIGNEE assumes responsibility for all costs and expenses related to such Claims including, but not limited to, payment of all reasonably attorney's fees and costs of litigation or other

defense other than costs and expenses for additional counsel retained and controlled solely by ASSIGNOR.

### **Section 3. Representation by and Covenants of ASSIGNOR**

ASSIGNOR warrants, covenants and represents as follows:

- A. That ASSIGNOR is the sole owner of all title and interest in and to the INTELLECTUAL PROPERTY and has the full right and power to assign the rights thereto.
- B. That ASSIGNOR has not previously granted any license or other right relating to the INTELLECTUAL PROPERTY.
- C. That ASSIGNOR has the legal power, authority and right to enter into this Agreement and to perform all of its obligations hereunder.
- D. That ASSIGNOR has advised ASSIGNEE in writing of all items actually known to ASSIGNOR that may comprise prior art or to otherwise render the INTELLECTUAL PROPERTY invalid or unenforceable.

### **Section 4. Payments and Consideration**

- A. "Net Commercialization Proceeds" shall mean all revenues actually received by ASSIGNEE directly or indirectly from a third party in consideration of a license or other grant or transfer of rights under or resulting from other lawful means of exploitation of the INTELLECTUAL PROPERTY, including any damages or awards recovered with respect to any litigation or other legal enforcement of the INTELLECTUAL PROPERTY less out-of-pocket expenses reasonably incurred by ASSIGNEE in connection with the maintenance, enforcement, licensing or other transfer of rights under the INTELLECTUAL PROPERTY, including without limitation costs of experts and consultants, legal fees, costs of investigation, trial costs, costs of collection, marketing materials, prototypes, travel and the like. No deduction shall be made for ASSIGNEE's overhead expenses or other expenses which ASSIGNEE would have incurred without regard to the INTELLECTUAL PROPERTY in particular.
- B. In further consideration of the assignment and rights granted to ASSIGNEE hereunder, ASSIGNEE agrees to pay to ASSIGNOR one-half (50%) of such Net Commercialization Proceeds.
- C. Subject to Section 2 above, ASSIGNEE may grant some or all of the authority to enforce the INTELLECTUAL PROPERTY to a licensee under the INTELLECTUAL PROPERTY subject to the licensee's assumption of liability for the costs thereof, and permit the licensee to set-off its litigation costs from amounts otherwise due under the license. In no event shall ASSIGNOR be required to become a party to any suit initiated by ASSIGNEE or any licensee without its express permission, unless required by law.
- D. ASSIGNEE shall make payments to ASSIGNOR that are due pursuant to Sections 4.B within forty-five (45) days following the end of each calendar quarter in which Net Commercialization Proceeds are received by ASSIGNEE together with an accounting of the source and calculation of such amounts.
- E. ASSIGNEE shall keep accurate books and records of its revenues from and expenses of commercializing the INTELLECTUAL PROPERTY (as specified under Section 4.A) for the current year and the preceding two years. ASSIGNOR may, upon



reasonable notice, request that an audit of ASSIGNEE's records be performed by a mutually acceptable independent auditor and that such auditor provide a written certification that the accountings and payments are correct. Audits may occur no more frequently than once in any twelve (12) month period, unless a prior audit has shown reporting deficiencies of greater than or equal to five percent (5%) by ASSIGNEE at any time in the previous twenty-four months. The cost of such audits will be borne by ASSIGNOR, unless a payment discrepancy unfavorable to ASSIGNOR greater than or equal to five percent (5%) of the amounts paid in any period covered by the audit is discovered, in which case ASSIGNEE shall pay the cost of the audit. Any auditor who acts pursuant to this section shall be required to sign an appropriate confidentiality agreement.

#### **Section 5. ASSIGNOR'S Option to Purchase INTELLECTUAL PROPERTY**

- A. If within 540 days from the Effective Date, ASSIGNEE has not paid to ASSIGNOR at least \$5,000 from commercialization of the INTELLECTUAL PROPERTY or initiated in good faith at least one legal proceeding to enforce the INTELLECTUAL PROPERTY, ASSIGNOR shall have the option, upon written notice to ASSIGNEE, to reacquire the INTELLECTUAL PROPERTY for one dollar (\$1). ASSIGNOR shall have the right to execute this option at any time during the thirty-day period after 540 days from the Effective Date. ASSIGNOR's option to reacquire the INTELLECTUAL PROPERTY shall terminate upon ASSIGNEE either collecting \$5,000 or more in revenues or initiating in good faith a legal proceeding to enforce the INTELLECTUAL PROPERTY or upon expiration of the thirty-day period.
- B. In the event that ASSIGNOR exercises the option to reacquire the INTELLECTUAL PROPERTY, ASSIGNEE will immediately (1) assign all right, title and interest in the INTELLECTUAL PROPERTY to ASSIGNOR and (2) deliver to ASSIGNOR a list naming the entities (and the contact persons within those entities) contacted by ASSIGNEE prior to ASSIGNOR's exercise of the option concerning possible licensing of the INTELLECTUAL PROPERTY ("ASSIGNEE's Prospects"). ASSIGNOR will grant back to ASSIGNEE a non-exclusive license allowing ASSIGNEE for a period of one year from the date of the reassignment to grant ASSIGNEE's Prospects nonexclusive sublicenses to use the INTELLECTUAL PROPERTY. In the event that ASSIGNOR exercises the option to reacquire the INTELLECTUAL PROPERTY and during the subsequent one year period either ASSIGNEE or ASSIGNOR generates any proceeds from any of ASSIGNEE's Prospects, such proceeds shall be shared pursuant to the provisions of Sections 4.B.

#### **Section 6. Confidentiality**

- A. The parties agree to keep the terms and conditions of this Agreement in confidence. The parties further agree that they will take such steps as may be necessary to protect this information or portion thereof from being made available in any form to any person or third party without prior written consent from the other party. Notwithstanding the foregoing, both parties may disclose to third parties that ASSIGNOR has assigned the INTELLECTUAL PROPERTY to ASSIGNEE and that ASSIGNEE has the right to grant licenses or other rights under the INTELLECTUAL PROPERTY.
- B. ASSIGNEE agrees not to use the name of any officer, director, employee or agent of ASSIGNOR or of any person having a direct or indirect interest in the ownership of ASSIGNOR in connection with any of its commercialization activities under this Agreement or in the conduct of ASSIGNEE's business generally.

### Section 7. Disclaimers

EXCEPT AS PROVIDED IN SECTIONS 2.G AND 3, NEITHER PARTY MAKES ANY WARRANTIES OR REPRESENTATIONS (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE) WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND EACH PARTY SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL WARRANTIES AND REPRESENTATIONS OF THE VALIDITY OF THE ASSIGNED PATENTS AND ALL WARRANTIES OF NON-INFRINGEMENT BY THE INTELLECTUAL PROPERTY OF THE RIGHTS OF ANY THIRD PARTY. Neither party shall make any statements, representations or warranties whatsoever on behalf of the other which are inconsistent with the foregoing.

### Section 8. Term

- A. The term of this Agreement shall commence on the Effective Date and continue in full force and effect until the first to occur of either (i) the expiration, revocation or invalidation of the last patent or the abandonment of the last application within the INTELLECTUAL PROPERTY, whichever is later or (ii) the exercise by ASSIGNOR of its option to reacquire the INTELLECTUAL PROPERTY as set forth in Section 5 above.
- B. In the event of termination pursuant to Section 8.A(i), the following terms of this Agreement shall survive: 2, 3, 4, 6, 7 and 9. In the event of termination pursuant to Section 8.A(ii), Sections 2.C, 2.D, 2.E and 2F, to the extent that they provide for licensing but not to the extent that they provide for assignment, and Sections 4.A, 4.B, 4.D and 4.E and 5.B shall survive so long as the temporary license under Section 5.B or any sublicense granted thereunder is in effect, and Sections 2G and 2H shall survive solely in regard to ASSIGNEE's Prospects with whom ASSIGNEE is actively involved in commercialization efforts pursuant to Section 5B so long as the temporary license under Section 5.B or any sublicense granted thereunder is in effect, and Sections 3, 6, 7 and 9 shall survive in perpetuity.

### Section 9. Miscellaneous

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida.
- B. Any payment, notice or other communication required or permitted to be made to either party hereunder shall be sufficiently made or given: (i) three (3) business days after it is sent by registered or certified mail, return receipt requested, proper postage prepaid, (ii) one (1) business day following transmission by facsimile when receipt is electronically confirmed (provided that the original shall be contemporaneously sent by first class mail), or (iii) one (1) business day following deposit with a recognized national overnight courier service for next day delivery, charges prepaid, and, in each case, addressed to the intended recipient as set forth below:

In the case of ASSIGNEE:

Howard B. Krass, President  
Intellectual Property Development, Inc.  
4601 Ponce de Leon Blvd.  
Suite 300  
Coral Gables, Florida 33146

In the case of ASSIGNOR:

Barbara Olle, President  
Arrowsmith Technologies, Inc.  
1301 West 25<sup>th</sup> Street  
Suite 300  
Austin, Texas 78705

Any Party may give any notice, request, demand, claim or other communication hereunder using any other means (including personal delivery, expedited courier, messenger service, telex or electronic mail), but such notice, request, demand, claim or other communication given in such other manner shall not be deemed to have been duly given unless and until it is actually delivered to the individual for whom it is intended. Any Party may change the address or designated recipient to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other Party notice in the manner set forth herein.

- C. This Agreement shall be binding upon and shall inure to the benefit of the successors or assigns of ASSIGNEE or ASSIGNOR as the case may be.
- D. 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 invalid or unenforceable term or provision in any other situation or jurisdiction. If a 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, which power the Parties hereby request such court to exercise, to reduce the scope, duration or geographic limitation 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 judgment has become final.
- E. The Parties have jointly participated in the negotiation and drafting of this Agreement. In the event that an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumptions or burdens of proof shall arise favoring any Party by virtue of the authorship of any of the provisions of this Agreement. Any reference to any Federal, state, local or foreign statute or law shall be deemed also to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise. Each defined term used in this Agreement has a comparable meaning when used in its plural or singular form. Each gender-specific term used herein has a comparable meaning whether used in a masculine, feminine or gender-neutral form. The term "include" and its derivatives shall have the same construction as the phrase "include, without limitation," and its derivatives. The section headings contained in this Agreement are inserted for convenience or reference only and shall not affect in any way the meaning or interpretation of this Agreement.
- F. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by ASSIGNEE and ASSIGNOR. No waiver of any default, misrepresentation or breach of this Agreement shall be valid unless the same shall be in writing and signed by the Party granting such waiver. No waiver by any Party of any default, misrepresentation or breach of this Agreement, 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 occurrence of such kind.

- G. Neither Party hereto shall be in default by reason of any failure in the performance of this Agreement in accordance with its terms if such failure is due to acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes or for unavailability of transportation of materials or similar reasons beyond such Party's control.
- H. This Agreement constitutes the entire agreement between the Parties and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, that may have related in any way to the subject matter hereof.
- I. The relationship of ASSIGNOR and ASSIGNEE established by this Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any other relationship between ASSIGNOR and ASSIGNEE. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.
- J. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument.
- K. Mediation, ASSIGNEE and ASSIGNOR will attempt to settle any claim or controversy arising out of this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, then the dispute will mediated by a mutually acceptable mediator chosen by ASSIGNEE and ASSIGNOR within 15 days after written notice from either party demanding mediation. Neither party may unreasonably withhold consent to the selection of a mediator, and ASSIGNEE and ASSIGNOR will share the costs of the mediation equally.

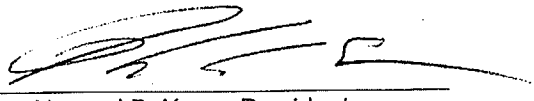
Any dispute which the parties cannot resolve through negotiation or mediation within six months of the date of the initial demand for it by one of the parties may then be submitted to the courts with the United States for resolution. The use of mediation will not be construed under the doctrine of laches, waiver or estoppel or affect adversely the judicial proceedings if (a) good faith efforts to resolve the dispute under these procedures have been unsuccessful or (b) interim relief from a court is necessary to prevent serious and irreparable injury.

**IN WITNESS WHEREOF**, the parties hereto have cause this Agreement to be signed in duplicate as of the date set forth hereinabove.

ARROWSMITH TECHNOLOGIES, INC.

By: Barbara Olle  
Barbara Olle, President

INTELLECTUAL PROPERTY DEVELOPMENT, INC.

By:   
Howard B. Krass, President

**EXHIBIT A**

**ASSIGNMENT**

**WHEREAS**, Intellectual Property Development, Inc. (hereinafter "IPD"), a Florida Corporation having offices at 4601 Ponce de Leon Blvd., Suite 300, Coral Gables, Florida 33146 and Arrowsmith Technologies, Inc. (hereinafter "Arrowsmith") a Texas corporation located at 1301 West 25<sup>th</sup> Street, Suite 300, Austin, Texas 78705, are parties to that certain Patent Assignment Agreement dated as of 3/29/00, pursuant to which Arrowsmith agreed to assign to IPD all right, title and interest in and to those certain issued patents identified in the Patent Assignment Agreement hereto together with any legal equivalent thereof in a foreign country, along with the right to claim priority, and any continuation, division, renewal or substitute thereof, and, as to letters patent, any reissue or re-examination thereof (the "Intellectual Property" as defined in the Patent Assignment Agreement).

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Arrowsmith does hereby transfer, convey and assign and agrees to transfer, convey and assign unto IPD, all of Arrowsmith's right, title and interest in and to the Intellectual Property.

Arrowsmith warrants to IPD and further agrees that Arrowsmith will, without demanding any further consideration therefor, at the request and expense of IPD, do all lawful and just acts including the execution and acknowledgement of instruments, that may be or become necessary for maintaining and perfecting IPD's right in and to the Intellectual Property.

Arrowsmith also hereby authorizes the Commissioner of Patents to issue any and all Patents which may be granted upon any of the Intellectual Property to IPD, as the assignee to the entire interest therein.

**IN WITNESS WHEREOF**, this Assignment is executed at Austin,  
Texas this 29 day of March, 2000.

By: Barbara Olla

Title: President

**ATTEST:**

By: [Signature]

Title: DIRECTOR