

PATENT ASSIGNMENT

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| Glenn Young | 10/06/2006 |
| RECEIVING PARTY DATA | |
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| Street Address: | 6115 Robertson Avenue |
| City: | Nashville |
| State/Country: | TENNESSEE |
| Postal Code: | 37209 |
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NAME OF SUBMITTER:

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**OPERATING AGREEMENT
AMOR CONCEPTS, LLC**

THIS OPERATING AGREEMENT (this "Agreement" or "Operating Agreement"), dated as of October 6, 2006 ("Effective Date"), by and among the undersigned, who by their execution of this Operating Agreement have become members ("Members") of ARMOR CONCEPTS LLC, a Delaware limited liability company (the "Company"), provides as follows. The Members have caused the Company to be organized as A&G LLC, a limited liability company under the laws of the Commonwealth of Virginia effective as of March 3, 2004 and renamed Armor Concepts LLC and reorganized under the laws of the State of Delaware as of October 6, 2006, and they wish to enter into this Operating Agreement to set forth the terms and conditions on which the management, business, and financial affairs of the Company shall be conducted.

**ARTICLE I
FORMATION, TERM, PURPOSES, POWERS,
TAX TREATMENT, NAME, ADDRESS, REGISTERED AGENT, DEFINITIONS**

1.01 Principal Office. The principal office of the Company, at which place the records required to be maintained by the Act are to be kept, shall be 150 Leuning Street, Suite 5, South Hackensack, NJ 07606 or such other place as the Managers may determine.

1.02 Formation. The Members acknowledge the formation of the Company under the Act. The Virginia State Corporation Commission issued the certificate of organization on the March 3, 2004 and the Delaware State Corporation Commission issued a Certificate of Conversion and a Certificate of Formation on October 6, 2006.

1.03 Term. The term of the Company shall be perpetual unless terminated in accordance with this Agreement.

1.04 Business and Purpose of the Company. The business of the Company is to engage in any lawful business. The Company shall have all powers and rights of a limited liability company organized under the Act, to the extent such powers and rights are not proscribed by the Articles.

1.05 Partnership Tax Treatment. The Members intend that the Company be classified as a partnership for federal income tax purposes and this Agreement shall be interpreted accordingly.

1.06 Name. The name of the Company is ARMOR CONCEPTS LLC. The business of the Company may be conducted under such trade or fictitious names as the Managers may determine.

1.07 Registered Agent. The Company's agent for service of process shall be Harvard Business Services, Inc. a Professional Corporation, located currently at 16192 Coastal Highway, Lewis, DE 19958.

1.08 Definitions. The operation of the LLC shall be governed by the terms of this Agreement and the provisions of the Delaware Limited Liability Company Act (Title 6, Subtitle II, Chapter 18), hereinafter referred to as the "Act".. "Economic Interest" means the economic ownership interest in the Company and its capital, capital appreciation, and/or profits and the right to share in the profit and losses of the Company and to receive distributions of assets of the Company, and as of the Effective Date, the Member's rights to participate in the management and affairs of the Company. The Economic Interest may be expressed as a percentage. The ownership of an Economic Interest in the Company does not necessarily denote status as a Member. A Member necessarily has an Economic Interest; the owner of an Economic Interest is not necessarily a Member. The owner of an Economic Interest who is not a Member has no right to participate in the management and affairs of the Company, unless as expressly provided herein with respect to specific management decisions or affairs. Each Member's initial Economic Interest as of the Effective Time is as set forth in Exhibit A hereto. If at any time, a Member ceases to be a Member but continues to own an Economic Interest, such former Member's Economic Interest shall not include the right to participate in the management and affairs of the Company. "Articles" means the articles of organization of the Company, as amended and in force from time to time.

ARTICLE II

MEMBERS: VOTING POWERS, MEETINGS, ETC.

2.01 Names and Addresses of Members. The names of the Members are set forth in Exhibit A.

2.02 Company is a Manager-Managed LLC. The Company shall be managed by a Manager or Managers, as set forth herein, and accordingly, Members shall not be entitled to participate in the day-to-day affairs and management of the Company, but instead, the Members' right to vote or otherwise participate with respect to matters relating to the Company shall be limited to those matters as to which the express terms of the Act, the Articles, or this Operating Agreement vest in the Members the right to so vote or otherwise participate.

2.03 Actions Requiring Approval of Members. Notwithstanding any other provision of this Operating Agreement, the approval of the Members holding 80% of the then-outstanding Economic Interest shall be necessary and sufficient in order for any of the following actions to be taken on behalf of the Company (each, a "Supermajority Matter"):

- (a) Amending the Articles;
- (b) Electing and removing Managers, with or without cause;
- (c) Dissolving or Terminating the Company;
- (d) Merging with another entity;
- (e) Selling, transferring, or subjecting to liens or other encumbrances, all or substantially all of the Company assets;

- (f) Admitting a new Member or investor (and determining such new Member's initial capital contribution) or expulsion of an existing Member or investor;
- (g) Guaranteeing or otherwise agreeing to satisfy debts or obligations of another person;
- (h) Entering into any material transaction or agreement with a Member or an Affiliate of a Member;
- (i) Any other matter that under the express terms of this Operating Agreement is to be treated as a Supermajority Matter.

2.04 Action by Members. In exercising their rights as provided above, the Members shall act collectively through meetings and/or written consents as provided in this Article. Provided the required notice provisions are complied with, any meeting (or consents), and related decisions upon any such matter, shall be valid and binding provided the requisite number or percentage of such Economic Interest necessary for adoption or approval of such matter voted, notwithstanding the failure of any other Member to attend the meeting or provide consent.

2.05 Annual Meeting. The annual meeting of the Members shall be held at such time as shall be determined by the Managers for the purpose of the transaction of such business as may come properly before the meeting. One purpose of the annual meeting will be for the Members to elect a Manager or Managers as provided herein. However, for purposes of the first annual meeting, to be held in 2004, no election of a Manager or Managers will be held because, as set forth below, the Members hereby elect the persons set forth therein to serve as Manager until and if a change is made pursuant to an election at the 2005 annual meeting or until and if any such Manager is removed by the Members as set forth herein.

2.06 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by statute, may be called by the Managers.

2.07 Place of Meeting. The place of any meeting of the Members shall be the principal office of the Company, unless another place, either within or outside the State of Delaware, is designated by the Managers.

2.08 Notice of Meetings. Written notice stating the place, day, and hour of any meeting of the Members and, if a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than 10 nor more than 60 days before the date of the meeting, either personally or by mail, including electronic mail, by or at the direction of the Managers, to each Member, unless the Act or the Articles require different notice.

2.09 Conduct of Meetings. All meetings of the Members shall be presided over by a chairperson of the meeting, who shall be a Manager or a Member designated by the Managers. The chairperson of any meeting of the Members shall determine the order of business and the procedure at the meeting, including regulation of the manner of voting and the conduct of discussion, and shall appoint a secretary of such meeting to take minutes thereof.

2.10 Participation by Telephone or Similar Communications. Members may participate and hold a meeting by means of conference telephone or similar communications

equipment by means of which all Members participating can hear and be heard or understand and be understood, and such participation shall constitute attendance and presence in person at such meeting.

2.11 Waiver of Notice. When any notice of a meeting of the Members is required to be given, a waiver thereof in writing signed by a Member entitled to such notice, whether given before, at, or after the time of the meeting as stated in such notice, shall be equivalent to the proper giving of such notice.

2.12 Action by Written Consent in lieu of Meeting. Provided notice of a meeting has been made in accordance with this Article, any action required or permitted to be taken at a meeting of Members may be taken without a formal meeting and corresponding vote if one or more written consents, including by electronic mail, to such action are signed by the Members (or sent by electronic mail) who are entitled to vote on the matter set forth in the consents and who constitute the requisite Economic Interest of such Members necessary for adoption or approval of such matter on behalf of the Company. By way of example and not limitation, the Members holding the entirety of the Economic Interest may take action as to any matter specified in Section 2.03 hereof by signing one or more written consents approving such action. Such consent or consents shall be filed with the minutes of the meetings of the Members. Action taken under this Section shall be effective when the requisite Members have signed the consent or consents, unless the consent or consents specify a different effective date.

2.13 Anti-Deadlock Provisions. The provisions of this Section shall apply to the Members with respect to Member voting matters and to Managers with respect to Manager voting matters.

(a) Definition. "Deadlock" exists when a motion or matter is properly brought before the Members for voting, either in their capacity as Member, Manager, or other officer, and the result of the voting is that the number or percentage of Economic Interest or Manager votes in favor of the matter equals the number or percentage of Economic Interest or Manager votes against the matter.

(b) Advisory Board: An Advisory Board (the "Board") will be created to assist the Company with operating decisions and future dispute resolutions. This advisory board will consist of 5 members, 2 of which will be Alan Young and Glenn Young and 3 of which will be from outside of the company. The total number of board members may be changed by written resolution. Board members can be nominated by any member of the Company, who holds at least a 10% voting interest and ratification of board members will be a Supermajority Matter. The board will also consist of one non-voting participant, William Young, who will participate in all Board functions but will not have a final vote on any resolutions. The Board shall not have any authority to remove or add Members to the Company, unless a resolution has been submitted by one of the Members. Removal of Alan Young or Glenn Young as members can only be brought before the Board as a resolution if an Option Event (as defined later herein) has occurred. Alan Young will assume the role of Chairman of the Board and will preside over all Board meetings.

(b) Authority to Resolve Deadlock. Upon the occurrence of a Deadlock, the Members and/or Managers will submit a written resolution to the Board. The resolution will be submitted for a vote and the Members agree that the final vote of the Board shall be the final act of the Members. The written resolution shall be made of the fact and circumstances surrounding the Deadlock and of the Advisory Board's decision on the matter. Good faith consultation efforts by the Members and/or Managers shall be evidenced by communications such as documented phone conferences, in-person meetings, electronic mail and other similar evidence. Any costs of the Board incurred in connection with deciding the matter will be paid by the Company, or if insufficient funds are available in the Company accounts, equally by the Members and/or Managers.

ARTICLE III **MANAGER-MANAGED LLC**

3.01 Powers of Manager. Except as expressly provided otherwise in the Act, the Articles, or this Operating Agreement, the powers of the Company shall be exercised by or under the authority of, and the business and affairs of the Company shall be managed by, one or more Managers. The powers so exercised shall include but not be limited to the following:

- (a) Entering into, making and performing contracts, agreements, and other undertakings binding the Company that may be necessary, appropriate or advisable in furtherance of the purposes of the Company.
- (b) Opening and maintaining bank accounts, investment accounts, and other arrangements, drawing checks and other orders for the payment of money, and designating individuals with authority to sign or give instructions with respect to those accounts and arrangements. Company funds shall not be commingled with funds from other sources and shall be used solely for the business of the Company.
- (c) Collecting funds due to the Company.
- (d) Acquiring, using for the Company's purposes, maintaining and disposing of any assets of the Company.
- (e) To the extent that funds of the Company are available therefor, paying debts and obligations of the Company.
- (f) Borrowing money or otherwise committing the credit of the Company for Company activities, and voluntarily prepaying or extending any such borrowings.
- (g) Employing from time to time persons, firms, or corporations for the operation and management of various aspects of the Company's business, including, without limitation, managing agents, contractors, subcontractors, architects, engineers, laborers, suppliers, accountants, and attorneys on such terms and for such compensation as the Managers shall determine.
- (h) Making elections available to the Company under the U.S. internal revenue code.
- (i) Obtaining general liability, property, and other insurance for the Company, as the Managers deem proper.
- (j) Taking such actions as may be directed by the Members in furtherance of their approval of any matter set forth in Section 2.03 hereof.

- (k) Doing and performing all such things and executing, acknowledging and delivering any and all such instruments as may be in furtherance of the Company's purposes and necessary and appropriate to the conduct of its business.

3.02 Number and Election of Managers.

As of the Effective Date, the Members elect the following persons as Managers of the Company to serve as follows until their respective successors, if any, shall be duly elected and qualified. The Members acknowledge and agree that each Manager is also a Member, and as such has the right to vote on matters upon which Members are given the right to vote as per this Agreement. In all events allowing or requiring a Member to vote his Economic Interest, a Manager who is also a Member is allowed or required to vote his Economic Interest as is any other Member and his vote counts in proportion to his Economic Interest just as any Member's vote counts in proportion to his Economic Interest, whether or not such vote impacts him in his capacity as Manager.

| <u>Manager</u> | <u>Title</u> |
|--------------------|---|
| Mr. Alan S. Young | Chairman of the Board, President and Secretary |
| Mr. Glenn I. Young | CEO |

The President will be the company's highest-ranking officer and will preside over all company meetings.

The Members shall elect one or more persons (including, if desired, an entity) as Managers at each annual meeting of the Company, beginning with the annual meeting in 2005, to serve until the next annual meeting of the Company and until their respective successors are duly elected and qualified, provided, however, that the total number of Managers existing at one time must be an odd number and no more than five (5). In addition, if any person resigns or otherwise vacates the office of Manager, the Members shall elect a replacement Manager to serve the remaining term of such office, unless one or more other persons then serve as Managers and the Members determine not to fill such vacancy. A person may be removed as a Manager by the Members with or without cause, at any time. A Manager may, but shall not be required to, be elected from among the Members. A Manager may be a natural person or an entity.

3.03 Action by Two or More Managers. Unless otherwise expressly provided by the Act, the Articles, or the terms of this Operating Agreement, the vote, approval, or consent of a majority of the Managers, determined on a per capita basis, shall be necessary and sufficient for the Managers to take any action on behalf of the Company that the Managers are authorized to take pursuant to the Act, the Articles, or this Operating Agreement.

3.04 Delegation, Execution of Documents and Other Actions. The Managers may delegate to one or more of their number, or to a Member, the authority to execute any documents

or take any other actions deemed necessary or desirable in furtherance of any action that they have authorized on behalf of the Company as provided herein.

3.05 Manager's Expenses and Fees. A Manager shall be entitled, but not required, to receive a reasonable salary for services rendered on behalf of the Company or in his capacity as a Manager. The amount of such salary shall be determined by the Managers. The Company shall reimburse any Manager for reasonable out-of-pocket expenses that were or are incurred by the Manager on behalf of the Company with respect to the start-up or operation of the Company, the on-going conduct of the Company's business, or the dissolution and winding up of the Company and its business.

3.06 Indemnification. The Company shall indemnify each Manager, whether serving the Company or, at its request, any other entity, to the full extent permitted by the Act. The foregoing rights of indemnification shall not be exclusive of any other rights to which the Managers may be entitled. The Managers may, upon the approval of the Members, take such action as is necessary to carry out these indemnification provisions and may adopt, approve, and amend from time to time such resolutions or contracts implementing such provisions or such further indemnification arrangements as may be permitted by law.

3.07 Liability of Managers. So long as the Managers act in good faith with respect to the conduct of the business and affairs of the Company, no Manager shall be liable or accountable to the Company or to any of the Members, in damages or otherwise, for any error of judgment, for any mistake of fact or of law, or for any other act or thing that he may do or refrain from doing in connection with the business and affairs of the Company, except for willful misconduct, knowing violation of criminal law, or breach of fiduciary duty, and further except for breaches of contractual obligations or agreements between the Managers and the Company.

ARTICLE IV

CONTRIBUTIONS TO THE COMPANY, ASSIGNMENT, DISTRIBUTIONS

4.01 (a) Capital Contributions. The Members respectively contribute and presently and irrevocably assign to the capital of the company cash and other property (including intellectual property) of an agreed upon value, such that the respective Economic Interests, are as set forth in Exhibit A.

(b) Assignment of Intellectual Property. To the extent a Member's contribution to the capital of the company includes intellectual property ("Intellectual Property"), each such Member (each an "Assignor" for purposes of this section), unless stated otherwise herein, presently and irrevocably assigns to the Company its entire right, title and interest in such Intellectual Property including all patents, trademarks, domain names, copyrights, trade secrets, related materials, and other proprietary rights therein or relating thereto. All Intellectual Property and all right, title and interest therein shall vest in Company and shall belong exclusively to Company with Company having the right to obtain and to hold in its own name, patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Assignor agrees to give Company and any person designated by Company, any reasonable assistance required to perfect, secure, and

enforce any patent, copyright, or other intellectual or proprietary rights in the Intellectual Property at no charge to Company, including the execution, and aid in the preparation of, any documents necessary thereto. However, Company shall reimburse Assignor for reasonable out-of-pocket expenses relating to such assistance.

4.02 Additional Capital Contributions. No Member shall be required to make any capital contribution in addition to his initial capital contribution. Otherwise, the Members may make additional capital contributions to the Company only if such additional capital contributions are made pro rata by all the Members or all the Members consent, as a Supermajority Matter, in writing to any non-pro rata contribution, such writing to include the results of the Members discussion and agreement as to the impact of the non pro-rata contribution on the proportional Economic Interests of the Members. The fair market value of any property other than cash or widely traded securities to be contributed as an additional capital contribution shall be (a) agreed upon by the Members as a Supermajority Matter, or if no such agreement is reached, (b) as determined by the Deadlock provisions set forth herein.

4.03 Loans to the Company. If the Company has insufficient funds to meet its obligations as they come due and to carry out its routine, day-to-day affairs, then, in lieu of obtaining required funds from third parties or selling its assets to provide required funds, the Company may, but shall not be required to, borrow necessary funds from one or more of the Members, provided that the terms of such borrowing shall be commercially reasonable and the Company shall not pledge its assets to secure such borrowing.

4.04 Distributions. All distributions of cash or other property shall be made to the Members in proportion to their respective Economic Interests and shall be made at such time and in such amounts as determined by the Managers.

4.05 Dilution of Economic Interest. Each Member acknowledges, understands and agrees that his respective Economic Interest is subject to change and may become diluted or reduced if and when the Company admits a new Member or new investor.

ARTICLE V

ASSIGNMENT; RESIGNATION

5.01 Assignment Generally. Except as provided in Section 5.04 below, each Member hereby covenants and agrees that he will not sell, assign, transfer, mortgage, pledge, encumber, hypothecate, or otherwise dispose of all or any part of his interest in the Company to any person, firm, corporation, trust or other entity. No assignee of an Economic Interest shall become a Member of the Company except upon the consent of the remaining Member.

5.02 Gift to Family Member. Notwithstanding Section 5.01, a Member shall not be required to offer to sell his Economic Interest to the Company before transferring his Economic Interest to his spouse or any of his descendants. Notwithstanding the preceding sentence, no assignee of an Economic Interest shall become a Member of the Company except upon the consent of the remaining Member.

5.03 Resignation. Any Member may elect to resign from the Company. If such Member has been a Member of the Company for at least 24 months, he may elect to offer to sell his entire interest in the Company to the Company, by serving written notice of such offer upon the Company. Such offer shall be governed by the sales procedures as provided for the Option Event set forth in this Article.

5.04 Purchase of Certain Economic Interests.

(a) If an Option Event (as defined below) occurs with respect to any Member (an "Option Member"), the Company shall have the option to purchase the Option Member's Economic Interest for a purchase price equal to the Agreement Purchase Price (as defined below) and upon the other terms and conditions set forth in this Section. For purposes of the foregoing, an "Option Event" means (i) the death of a Member; (ii) the expulsion or resignation of a Member, (iii) the inability of a Member to pay his debts generally as they become due; (iv) any assignment by a Member for the benefit of his creditors; (v) the filing by a Member of a voluntary or involuntary petition in bankruptcy or similar insolvency proceedings, (vi) the desire of a Member to sell his Economic Interest, or (vii) the divorce or pending divorce with respect to a Member's marriage. The term "Option Member" includes an Option Member's personal representative or trustee in bankruptcy, to the extent applicable.

(b) Upon any Option Event occurring to an Option Member, the Option Member shall deliver written notice of the occurrence of such Option Event to the Company. The Company shall have the option, but not the obligation, to purchase the Option Member's Economic Interest at any time during the 60-day period immediately following the date on which it receives notice of the occurrence of the Option Event. Such option shall entitle the Company to purchase such Economic Interest for a purchase price equal to the Agreement Purchase Price. The consent of all the Members shall be required to authorize the exercise of such option by the Company. Such option must be exercised by delivery of a written notice from the Company to the Option Member during the aforementioned period. Upon delivery of such notice the exercise of such option shall be final and binding on the Company and the Option Member.

(c) If the foregoing option is not exercised, the business of the Company shall continue, and:

- (i) With respect to Section 5.04(a)(ii) (expulsion or resignation of a Member), (vi) (desire of a Member to sell) and (vii) (divorce or pending divorce), the Option Member shall cease to be a Member but shall continue to own an Economic Interest.
- (ii) With respect to Section 5.04(a)(iii), (iv), or (v) (debt, assignment, and bankruptcy matters), the Members, excluding the Option Member, shall vote as to whether or not the Option Member shall cease to be a Member. If less than a Supermajority number of Members votes to continue the Option Member as a Member, such Option Member ceases to be a Member but shall continue to own an Economic Interest.

(iii) With respect to Section 5.04(a)(i) (death), any successor in interest by operation of law shall own an Economic Interest but shall not become a Member of the Company except upon the consent of the Members as provided in Article IV.

Notwithstanding the non-exercise of the foregoing option, the Option Member and remaining Members may negotiate and enter into an agreement for the remaining Members or the Company to purchase the Option Member's Economic Interest anytime after such non-exercise.

(d) Agreement Purchase Price. The "Agreement Purchase Price" for any purchase pursuant to this Section shall be an aggregate purchase price for the Option Member's entire Economic Interest. The Agreement Purchase Price shall be calculated by (i) multiplying the Company Fair Market Value (as defined below) by the Option Member's Economic Interest and (ii) further multiplying such result by the Vested Percentage (as defined below). For purposes of this Article, the "Company Fair Market Value" shall equal the fair market value of the Company, determined as of the last day of the month preceding the month in which the obligation to purchase the Option Member's Economic Interest arises (the "Valuation Date"). The Company Fair Market Value shall take into account all relevant factors, including without limitation the profits and losses of the Company for the current and recent preceding years, the prospects for profits or losses of the Company in the future, the character, age, condition, and state of repair of the Company's property, the extent and maturity of the Company's liabilities, the likelihood of contingent liabilities of the Company becoming actual liabilities, and other factors of similar or dissimilar nature that bear upon the Company's fair market value. The Company Fair Market Value shall be determined (i) by agreement of the Option Member and the Company or (ii) if no such agreement is reached within 60 days after the Valuation Date (or, if applicable, the date of qualification of a deceased Option Member's personal representative, if later), pursuant to the Deadlock provisions above. For purposes of this Article, the Vested Percentage shall equal (i) 70 percent if the Option Member has been a Member of the Company at least 24 months but less than 36 months as of the Valuation Date; and (ii) 90 percent if the Option Member has been a Member of the Company 36 months or more as of the Valuation Date.

5.05 Absolute Prohibition. Notwithstanding any other provision in this Article, an Economic Interest, in whole or in part, or any rights to distributions therefrom, shall not be sold, exchanged, conveyed, assigned, pledged, hypothecated, subjected to a security interest, or otherwise transferred or encumbered, if, as a result thereof, the Company would be terminated for federal income tax purposes in the opinion of counsel for the Company or such action would result in a violation of federal or state securities laws in the opinion of counsel for the Company.

5.06 Members Acquiring Economic Interest from Company. No person, other than the Members set forth on Exhibit A, who acquires an interest in the Company shall be admitted as a Member of the Company, except as approved by the Members as set forth herein.

5.07 Effect of Prohibited Action. Any transfer or other action in violation of this Article shall be void and of no force or effect whatsoever.

5.08 Rights of an Assignee. If an assignee of a Economic Interest is not admitted as a Member because the Members do not vote to admit such assignee as a Member, such assignee shall nevertheless be entitled to receive such distributions from the Company as the assigning Member would have been entitled to receive hereunder with respect to the respective Economic Interest.

ARTICLE VI

DISSOLUTION AND TERMINATION

6.01 Events of Dissolution. The Company shall be dissolved upon the first to occur of the following:

(a) Any event that under the Act or the Articles requires dissolution of the Company, provided that the death, resignation, retirement, expulsion, bankruptcy, or dissolution of a Member or occurrence of any other event that terminates the continued membership of a Member in the Company shall not cause the dissolution of the Company;

(b) The written consent of the Members to the dissolution of the Company, as a Supermajority Matter; and

(c) The entry of a decree of judicial dissolution of the Company as provided in the Act.

6.02 Liquidation. Upon the dissolution of the Company, it shall wind up its affairs and distribute its assets in accordance with the Act by either or a combination of both of the following methods as the Members shall determine:

(a) Selling the Company's assets and, after the payment of Company liabilities, distributing the net proceeds therefrom to the Members in proportion to their Economic Interests and in satisfaction thereof; and/or

(b) Distributing the Company's assets to the Members in kind with each Member accepting an undivided interest in the Company's assets, subject to its liabilities, in satisfaction of his Economic Interest. The interest conveyed to each Member in such assets shall constitute a percentage of the entire interests in such assets equal to such Member's Economic Interest.

6.03 Orderly Liquidation. A reasonable time as determined by the Managers not to exceed three (3) months shall be allowed for the orderly liquidation of the assets of the Company and the discharge of liabilities to the creditors so as to minimize any losses attendant upon dissolution.

6.04 Distributions. Upon liquidation, the Company assets (including any cash on hand) shall be distributed in the following order and in accordance with the following priorities:

(a) First, to the payment of the debts and liabilities of the Company and the expenses of liquidation, including a sales commission to the selling agent, if any; then

(b) Second, to the setting up of any reserves that the Managers (or the person or persons carrying out the liquidation) deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Company. At the expiration of such period as the Managers (or the person or persons carrying out the liquidation) shall deem advisable, but in no event to exceed 18 months, the Company shall distribute the balance thereof in the manner provided in the following subsection; then

(c) Third, to the Members in proportion to their respective Economic Interests.

(d) In the event of a distribution in liquidation of the Company's property in kind, the fair market value of such property shall be determined by a qualified and disinterested appraiser, selected by the Managers (or the person or persons carrying out the liquidation), and each Member shall receive an undivided interest in such property equal to the portion of the proceeds to which he would be entitled under the immediately preceding subsection if such property were sold at such fair market value.

6.05 Taxable Gain or Loss. Taxable income, gain, and loss from the sale or distribution of Company property incurred upon or during liquidation and termination of the Company shall be allocated to the Members in proportion to their Economic Interests.

6.06 No Recourse Against Members. Except as provided by law, upon dissolution, each Member shall look solely to the assets of the Company for the return of his capital contribution. If the Company property remaining after the payment or discharge of the debts and liabilities of the Company is insufficient to return the capital contribution of each Member, such Member shall have no recourse against any other Member.

ARTICLE VII SECURITIES LAWS MATTERS

7.01 Economic Interests Not Registered. The statements set forth in this Article do not denote a conclusion or admission on the part of any Member that an Economic Interest is a "security" as such term is defined under relevant securities laws. Each Member understands that the Economic Interests have not been registered under the Securities Act of 1933, as amended, or the Delaware Securities Act. Each Member further understands that the Economic Interests may not be sold, transferred, or otherwise disposed of, without such registration or without the availability of an exemption from such registration requirements, as well as other transfer restrictions as set forth in this Agreement.

7.02 Successor Bound By This Agreement; PUT ON NOTICE. Each subsequent Member, holder of an Economic Interest, other successor in interest, or any other transferee of an Economic Interest shall be bound by, and to take the transferred Economic Interest subject to the obligations, conditions, and restrictions in this or a properly executed amended Agreement, as same applies to Members and their respective Membership, and such subsequent Member or successor in interest is hereby expressly put on notice as to the following:

THE ECONOMIC INTERESTS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE. THE ECONOMIC INTERESTS MAY ONLY BE TRANSFERRED IN TRANSACTIONS THAT ARE EXEMPT FROM THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR PURSUANT TO EFFECTIVE REGISTRATIONS THEREUNDER. THE GIFT, SALE, PLEDGE, TRANSFER, OR ENCUMBRANCE OF THE SHARES OF THE ECONOMIC INTERESTS IS RESTRICTED IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT BY AND BETWEEN THE MEMBERS.

7.03 Risks of Economic Interest. Each Member represents and warrants that he fully understands that (a) the Company's business involves considerable risk and that investment in the Economic Interests, whether in the form of cash, property, or services, is a speculative and uncertain investment and there is no guarantee whatsoever that he will receive back his investment in the Economic Interests or any return on such investment; (b) pro forma financial statements or other financial information which has been prepared, if any, are projections only, not based upon actual earnings or experience, and that there is no guarantee that satisfactory results of operations projected can or will be attained; (c) it is uncertain whether the Company will earn a profit or pay dividends during its initial years of operations, if ever; (d) no statement or inducement has been made to him contrary to what appears herein or if made, such contrary statement has not impacted his willingness or desire to invest in the Company; (e) he is investing in a Economic Interests for his own account and for investment only, and has no intention or agreement or arrangement for the distribution, transfer, assignment or resale of the said Economic Interests; (f) he understands that the Economic Interests have not been registered under the Securities Act of 1933, as amended, or the Delaware Securities Act; he further understands that the Economic Interests may not be sold or transferred without such registration or the availability of exemptions from such registration requirements; (g) he is knowledgeable and experienced in business, financial and investment affairs generally and understands Company's business plans, history, competitive position and capital structure specifically, has had all questions relating to the Company answered to his satisfaction, and is capable of evaluating the merits and risks of the Economic Interests, and has undertaken such evaluation; (h) he has sufficient income and net worth (excluding his investment in the Economic Interests) to bear the economic risk, including the complete loss, of this investment in the Economic Interests for an indefinite period of time without undue financial hardship or significant change in the Member's present or planned lifestyles due to financial hardship.

7.04 Initial Company Capitalization and Operation. Each Member represents and warrants that (i) he is not an active broker or dealer in securities in the State of Delaware, and is not a broker or dealer in securities relating to the business of the Company, (ii) the Company is not, and has never been, a publicly traded company, or an affiliate of a publicly traded company, (iii) the Company is not, and has never been, engaged in the business of investing, reinvesting or trading in securities, or in issuing face-amount installment certificates, (iv) no more than 40% of the Company's assets consists of securities, (v) the Company has specific operational business plans or purpose other than to engage in a merger or acquisition with an unidentified company or companies, (vi) he has not undertaken a general solicitation of potential investors for the

() Company, and (vii) the aggregate amount of funds raised by the Company through Economic Interests within the twelve months preceding and including the capital contributions provided by the Members does not exceed \$1,000,000.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

8.01 Attorney Fees. In the event any Member brings an action to enforce any provisions of this Operating Agreement against the Company or any other Member, whether such action is at law, in equity or otherwise, the prevailing party shall be entitled, in addition to any other rights or remedies available to it, to collect from the non-prevailing party or parties the reasonable costs and expenses incurred in the investigation preceding such action and the prosecution of such action, including but not limited to reasonable attorney fees and court costs.

() 8.02 Notices. Whenever, under the provisions of the Act or other law, the Articles or this Operating Agreement, notice is required to be given to any person, it shall not be construed to mean exclusively personal notice unless otherwise specifically provided, but such notice may be given in writing, by mail (including electronic mail) addressed to the Company at its principal office from time to time and to any other person at his address as it appears on the records of the Company from time to time, with postage thereon prepaid. Any such notice shall be deemed to have been given at the time it is deposited in the United States mail. Notice to a person may also be given personally or by telegram or telecopy sent to his address as it appears on the records of the Company. The addresses of the Members as shown on the records of the Company shall originally be those set forth in Exhibit A hereof. Any person may change his address as shown on the records of the Company by delivering written notice to the Company in accordance with this Section. Any requirement hereunder requiring written notice or consent shall be valid if such notice or consent is provided by electronic mail.

8.03 Application of Delaware Law. This Operating Agreement, and the interpretation hereof, shall be governed exclusively by its terms and by the laws of the State of Delaware, without reference to its choice of law provisions, and specifically the Act.

8.04 Amendments. No amendment or modification of this Operating Agreement shall be effective except upon the written consent of the Members as a Supermajority Matter.

8.05 Construction. Whenever the singular number is used in this Operating Agreement and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa.

8.06 Headings. The headings in this Operating Agreement are inserted for convenience only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Operating Agreement or any provision hereof.

() 8.07 Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Operating Agreement shall not

prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

8.08 Rights and Remedies. The rights and remedies provided by this Operating Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive the right to use any or all other remedies. Such rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise. Upon breach of this Agreement, the non-breaching party may seek monetary damages in addition to equitable relief or other remedy or relief available under law or equity.

8.09 Severability. If any provision of this Operating Agreement or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Operating Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

8.10 Heirs, Successors, and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Operating Agreement, their respective heirs, legal representatives, successors, and assigns.

8.11 Creditors. None of the provisions of this Operating Agreement shall be for the benefit of or enforceable by any creditor of the Company.

8.12 Counterparts. This Operating Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

8.13 Entire Agreement. This Operating Agreement sets forth all of the promises, agreements, conditions, and understandings between the parties respecting the subject matter hereof and supersedes all prior negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning such subject matter.

THE NEXT PAGE ARE SIGNATURES

() The undersigned, being all the Members of the Company, hereby agree, acknowledge, and certify that the foregoing Operating Agreement constitutes the sole and entire Operating Agreement of the Company, adopted by the Members of the Company as of the Effective Date.


Mr. Alan S. Young

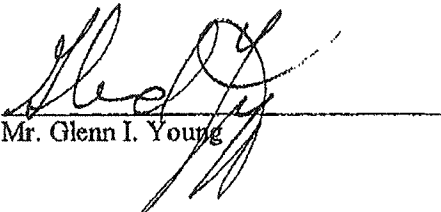

Mr. Glenn I. Young

EXHIBIT A
Initial Members, Economic Interest, and Capital Contributions

| Name and Address | Economic Interest | Initial Capital Contribution |
|--|--------------------------|---|
| Mr. Alan Young 150 Leuning Street, Suite 5 South Hackensack, NJ 07606 | 75% | Cash and other property, including intellectual property and intangible assets, of an agreed upon value of \$1,000.00 |
| Mr. Glenn Young 150 Leuning Street, Suite 5 South Hackensack, NJ 07606 | 25% | Cash and other property, including intellectual property and intangible assets, of an agreed upon value of \$1,000.00 |
| TOTALS | <u>100%</u> | <u>\$2,000.00</u> |