

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kathy Jane Dutton	08/13/2010
Steven Lee Dutton	08/13/2010
RECEIVING PARTY DATA	
Name:	Earthone Circuit Technologies Corporation
Street Address:	24 Calle De La Luna
City:	San Clemente
State/Country:	CALIFORNIA
Postal Code:	92673
PROPERTY NUMBERS Total: 10	
Property Type	Number
Application Number:	12834433
Application Number:	12141837
Application Number:	12141662
Application Number:	12123330
Application Number:	12123323
Application Number:	11749102
Application Number:	11749100
Application Number:	11593808
Patent Number:	7290326
Patent Number:	7754417
CORRESPONDENCE DATA	
Fax Number:	(602)253-8129
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	602-528-4000

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REEL: 026303 FRAME: 0491

Email: phxip@ssd.com
Correspondent Name: Squire, Sanders & Dempsey LLP
Address Line 1: 1 E. Washington Street, Suite 2700
Address Line 4: Phoenix, ARIZONA 85004-2556

ATTORNEY DOCKET NUMBER:

EARTHONE

NAME OF SUBMITTER:

Allen J. Moss

Total Attachments: 10

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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313

RECORDATION OF ASSIGNMENT

Dear Sir/Madam:

Pursuant to the attached Agreement, Earthone Circuit Technologies Corporation makes known its claim to rights in the following US patents and US patent applications, as well as any now-pending or later-filed applications in any way related to the following US patents and patent applications.

US Patents & U.S. Patent Applications

PATENT/ PUB. NO.	TITLE
2010/0326711	PRINTED CIRCUITS AND METHOD FOR MAKING SAME
2009/0020315	AUTOMATED DIRECT EMULSION PROCESS FOR MAKING PRINTED CIRCUITS AND MULTILAYER PRINTED CIRCUITS
2009/0020314	DIRECT EMULSION PROCESS FOR MAKING PRINTED CIRCUITS
2008/0292796	METHOD AND APPARATUS FOR FORMING PLATED LIQUID CRYSTALLINE POLYMER SUBSTRATE
2008/0292784	METHOD FOR METALLIZING LIQUID CRYSTAL AND POLYMER
2007/0234562	METHOD AND APPARATUS FOR FORMING MULTI-LAYERED CIRCUITS USING LIQUID CRYSTALLINE POLYMERS
2007/0234560	METHOD AND APPARATUS FOR FORMING MULTI-LAYERED CIRCUITS USING LIQUID CRYSTALLINE POLYMERS
2007/0107837	PROCESS FOR MAKING HIGH COUNT MULTI-LAYERED CIRCUITS
7,290,326	METHOD AND APPARATUS FOR FORMING MULTI-LAYERED CIRCUITS USING LIQUID CRYSTALLINE POLYMERS
7,754,417	PRINTED CIRCUITS AND METHOD FOR MAKING SAME

Should you have any questions regarding this communication, please contact the undersigned at the telephone number shown below.

Respectfully submitted,

Dated: May 18, 2011

By /Allen J. Moss/
Allen J. Moss
Reg. No. 38,567

Squire, Sanders & Dempsey (US) L.L.P.
1 East Washington Street, Suite 2700
Phoenix, Arizona 85004-2556
(602) 528-4839

Intellectual Property Purchase and Sale Agreement

THIS AGREEMENT, effective August 13, 2010 by and between Steven Lee Dutton, inventor, his wife Kathy Jane Dutton both currently residing at 1801 E. South Fork Dr, Phoenix, Arizona 85048, (hereinafter collectively known as "Seller"); and Earthone Circuit Technologies Corporation, a Wyoming corporation located c/o 24 Calle De La Luna, San Clemente, Ca. 92673, (hereinafter known as "Buyer;") hereby agree to the following purchase and sale of intellectual property as described below.

WITNESSETH

WHEREAS, Seller is the owner of a certain intellectual property known as the "DEP Intellectual Property" for the Direct Emulsion Plating including, but not limited to United States Patent # 7,754,417 B2 issued July 13, 2010, and has patents pending and patents for the process in the USA, and for international Patents, and has applied for patent pending for other related processes, and;

WHEREAS, Seller is currently in the research and development stage of progression for his DEP Intellectual Property technology, and;

WHEREAS, Seller is developing the process of industrial and commercial implementation of the DEP Intellectual Property and has been testing, research and developing for years, and;

WHEREAS, Earthone Circuit Technologies Corporation, Buyer, desires to acquire the DEP Intellectual Property and Seller desires to sell to Buyer exclusive ownership of and rights to the DEP Intellectual Property for all purposes without exception, and;

WHEREAS, Earthone Circuit Technologies Corporation (ECTC) is a newly formed corporation, created for the purpose of the implementation of the remaining development, commercialization, and the worldwide exploitation of the DEP Intellectual Property, and;

WHEREAS, all parties now find it necessary to formalize, in this legally binding document, this agreement is to summarize their past and present intent with an understanding that the parties corporate Board of Director's approvals and resolutions will be provided,

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged the parties hereto agree as follows:

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[Signature] PS *10/13/10* SD *1/7* KD
13 Aug 2010

ARTICLE I. SALE OF INTELLECTUAL PROPERTY

Seller is willing to sell on an world-wide exclusive basis to Buyer and Buyer is willing to purchase on the same basis all Dutton intellectual property ("IP") as follows: All patents (including United States Patent #7,754,417 B2 issued July 13, 2010), pending patent filings, worldwide filing and amendment rights, technology, techniques, know how, trade secrets, lab notes, writings, that Seller possesses pertaining to Direct Emulsion Plate Intellectual Property ("DEP") and all derivative or related technology of which Seller may invent or come into the possession of throughout the life of any DEP related patent owned by Buyer, and herein referred to as "DEP IP".

ARTICLE II. PURCHASE PRICE

The purchase price is _____ for DEP Intellectual Property. Buyer shall purchase the DEP IP, as previously defined, for _____ subject to the conditions below as an installment sale as follows;

1. Upon the initial Bridge funding ("Pre-Bridge") closing of _____ Seller will be paid _____ towards the purchase of the DEP IP at time of Pre-Bridge closing.
2. On or before final closing of remaining Bridge funding in the amount of _____ the Sellers will be paid _____ towards the purchase of the DEP IP. The remaining _____ for this DEP IP installment sale called for under the original agreement are to be made as follows:

A. _____ shall be paid upon the receipt of "A-Round" _____ funding. Note that Buyer shall raise "A-Round" funding within one hundred eighty days from the effective date of this agreement.

B. _____ shall be paid within 30 days of closing of the "A-Round" funding.

C. _____ will be paid on September 1, 2011.

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D. Upon the commercialization of the DEP IP as approved by Buyer's chief scientist
the remaining final payment of

will be paid no later than April 1, 2012.

ARTICLE III. PAST DUE LEGAL FEES

Buyer agrees to satisfactorily resolve fees owed for past due patent services
in the amount of and supply a full release of Steven Dutton from within 90
days of this agreement. Buyer also agrees to pay past due patent filing fees for China and Japan in
the amount of and recent patent issue and CIP fee in the amount of directly to
upon closing of bridge financing.

ARTICLE IV. PAST DUE AMOUNTS OWED SELLER

All past due amounts are hereby deemed resolved, waived or satisfied from other provisions
in earlier agreements. Buyer agrees to pay future patent filing and maintenance fees as necessary
with respect to the DEP IP. Seller acknowledges that it has received including at least over
the last year as an advance on this installment sale and agrees to remit these funds to buyer after
receipt of outlined in Article II., paragraph 2.

ARTICLE V. EMPLOYMENT AGREEMENT

Mr. Steven Dutton agrees to execute an employment agreement where Mr. Dutton shall be
hired by Earhone Circuit Technologies Corporation or its subsidiary, Earhone Circuit Lab, LLC,
on a full-time exclusive basis as a Senior Executive, for a term of at the initial monthly rate
of beginning immediately. Mr. Steven Dutton is also to be provided with customary family
health insurance via ECTC's anticipated group health insurance plan. Mr. Steve Dutton will also be
granted one board position, to the Board of Directors of Earhone Circuit Technologies Corporation
(ECTC). Mr. Steve Dutton agrees to execute a standard employment agreement, with a
ECTC/Dutton option to work with Earhone Circuits Lab, LLC, and Earhone Circuit
Technologies Corporation reflecting the above as well as standard work-for-hire provisions, as soon
as practicable. It is understood that the employment agreement is to be considered an independent

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agreement and any compensation paid to Mr. Steve Dutton is in addition to the acquisition price agreed to for the DEP IP technology outlined in Articles II., paragraph 1., 2., A., B., C., and D. above. Mr. Steve Dutton shall be rewarded _____ bonus upon successful completion and transfer of manufacturing process of the said DEP IP to qualified manufacturers selected by Buyer's chief scientist.

ARTICLE VI. PROMISSORY NOTE

At closing, Buyer will give Seller a promissory note for the balance of the purchase price. The promissory note will be executed by Buyer, or their duly authorized agents. The promissory note will contain the following terms:

- A. The unpaid balance will be subject to interest at the rate of _____ year.
- B. Buyer will pay according to Article II, paragraph 1., 2., A., B., C., and D. beginning at acceptance of this agreement and continuing after the closing until the principal amount of _____ has been paid in full.
- C. The entire acquisition price for the DEP IP technology will be paid by April 1, 2012 after the said DEP IP is approved by Buyer's chief scientist and subject to the conditions of Article II. Section 2.C and 2.D.
- D. Buyer may prepay all or any part of the principal without penalty.

ARTICLE VII. DEFAULT

Buyer will be considered in default of this agreement if payments in accordance to this agreement are past due by more than 30 days. After sending out written Notice, Seller will provide a 15 business days cure period and if not resolved by Buyer this agreement will terminate automatically and all of Seller's intellectual property and all rights to the DEP IP process will be reassigned back to Seller.

ARTICLE VIII. ENCUMBRANCES

Buyer agrees to not encumber, transfer or sell Seller's DEP IP until _____ is paid in full according to this agreement.

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[Signature] PS 10/25/10 SD 7/1/12 KD

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ARTICLE IX. INTELLECTUAL PROPERTY CLOSING

This agreement is contingent upon execution by both parties, and Buyer initiating first wire to Seller in the amount of _____ immediately as outlined in Article II, paragraph 1. At the time of payment of the second wire in the amount of _____ to wit,

total, under Article II., paragraph 2., all other documents pertaining to the assignment of the DEP Intellectual Property will be delivered to Buyer, through a mutually agreed upon escrow company. Time is of the essence of this Agreement.

ARTICLE X. SELLER'S REPRESENTATIONS

Seller warrants and represents that:

- A. Seller has good and marketable title to the DEP Intellectual Property which is and will be free of encumbrances at closing.
- B. There are no judgments, claims, liens or proceedings pending against Seller, or the DEP Intellectual Property being sold, and none will be pending at closing.
- C. Until closing, Seller will not enter into any new contracts or incur any new obligations regarding DEP Intellectual Property unless it is required to continue the patent application processes.
- D. Mr. Steve Dutton agrees to use his "Best Efforts" to continue to advance the DEP IP technology.
- E. Upon receiving his first payment, Mr. Steve Dutton agrees to attend and conduct demonstrations, to show the efficacy of the DEP Intellectual Property at the request of the Buyer or its investors, with all relative expenses paid by the Buyer. Mr. Dutton will specify the protocol and equipment necessary for the demonstrations.

These warranties and representations will survive the perpetuity.

ARTICLE XI. BUYER'S REPRESENTATIONS

Buyer warrants and represents that:

- A. Buyer has inspected and reviewed the DEP Intellectual Property it is purchasing and is

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[Signature] PS *[Signature]* SD *[Signature]* KD

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satisfied that what has been presented is accurate.

- B. Buyer understand the DEP intellectual property and processes associated with the DEP process must be further developed prior to commercialization.

These warranties and representations will survive the closing.

ARTICLE XII. DISPUTES

If a dispute arises, the parties will try in good faith to settle it through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court. If either party brings a legal action arising out of a dispute over this agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorneys' fees incurred by the prevailing party in the lawsuit.

ARTICLE XIII. ENTIRE AGREEMENT

This is the entire agreement between the parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings. This Agreement reflects the entire Agreement between the Buyer and the Seller regarding the subject matter hereof, and there exists no other Agreements between the Buyer and the Seller with respect to the subject matter hereof other than set forth herein. This Agreement reflects all prior negotiations and all other Agreements are merged here in.

ARTICLE XIV. SUCCESSORS AND ASSIGNEES

This agreement binds and benefits the heirs, successors and assignees of the parties. Neither this Agreement nor any interest hereunder shall be assignable by Buyer without the prior written consent or agreement of Seller, which consent or agreement shall not be unreasonably withheld. This Agreement shall inure to the benefit of and shall be binding upon Buyer's successors and permitted assigns, and shall be deemed to include the names of Buyer's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement.

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ARTICLE XV. NOTICES

All notices, requests, demands and other communications ("Notices") permitted or required hereby shall be in writing and shall be effective if delivery to the addressee in person or sent to such addressee by United States registered or certified mail or courier, postage prepaid, return receipt requested, by facsimile transmission with a "hard" copy delivered the next day, at its address set forth below, or to such other email address (or attention of counsel) as either party may specify by Notice given in the mail unless sooner received by the addressee, in which case it shall be effective when received, as shown by the certified mail or registering receipt. Each Notice delivered in person shall be effective upon delivery. All Notices shall be addressed as stated herein.

ARTICLE XVI. GOVERNING LAW

The laws of the State of New York shall govern this agreement, without reference to the conflict of law principles thereof. The Parties agree irrevocably to submit any controversy claim arising out of or relating to this agreement, or breach thereof to resolution through mediation conducted by a mediator to be mutually selected. The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within 30 days after it is referred to the mediator, either party may take the matter to court. It is further agreed that any litigation or binding arbitration that occurs due to this agreement will be filed in the state Mr. Steve Dutton is residing at the time of litigation, if legally allowable. If either party brings a legal action arising out of a dispute over this agreement, the losing party will reimburse the prevailing party for all reasonable costs and attorneys' fees incurred by the prevailing party in the lawsuit.

ARTICLE XVII. COUNTERPARTS

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

ARTICLE XVIII. MODIFICATION

This agreement may be modified only by a written agreement signed by the parties.

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ARTICLE XIX. WAIVER

If one party waives any term or provision of this agreement at any time, that waiver will be effective only for the specific instance and specific purpose for which the waiver was given. If either party fails to exercise or delays exercising any of its rights or remedies under this agreement, that party retains the right to enforce that term or provision at a later time. No consent or waiver, express or implied, by a party to or of any breach or default by another in the performance by the other of its obligations hereunder shall be deemed or constructed to be a consent or waiver to or of any other breach or default in the performance by such other party hereunder. Failure on the part of a party to complain of any act of another party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by how long such failure continues and shall not constitute a waiver by such party of its rights hereunder.

ARTICLE XX. SEVERABILITY

If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable, this Agreement shall not be affected thereby, and it is the intention of the parties that each remaining provisions shall be valid and shall be enforced to the fullest extent permitted by law. The parties agree that if any provision of this Agreement shall be deemed invalid or inoperative this Agreement shall be construed with the invalid or inoperative provisions deleted and the rights and obligations of parties shall be construed and enforced accordingly.

ARTICLE XXI. SUPERCESSION

This agreement supersedes all previous agreements between EarthOne or any related predecessor entities, Peter Sahagen, Steven Lee Dutton and Kathy J. Dutton, whether verbal or written.

ARTICLE XXII. THIRD PARTY BENEFICIARIES

Any agreement to pay any amount and any assumption of liability herein contained, express or implied shall be only for the benefit of the parties and their respective heirs, successors and

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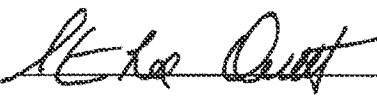
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assigns, and such agreements and assumption shall not inure to the benefit of the obligees of any indebtedness or any other party whomsoever, it being the intention of the parties that no one shall be deemed to be a third party beneficiary of this Agreement. No third party including any employee of any party to this Agreement shall have or acquire any rights by reason of this Agreement.

Steven Lee Dutton & Kathy Jane Dutton,
1801 E. South Fork Dr.
Phoenix, Arizona 85048

We consent to the sale of the DEP Intellectual Property on the terms and conditions set forth in this purchase contract.

Dated: 8/13/2010

By: 
Steven Lee Dutton


Dated: 8/13/2010

By: 
Kathy J. Dutton

BUYER

Earthone Circuit Technologies Corporation,
a Wyoming Corporation

Dated: August 13, 2010

By: 
Peter D. Sabagen, CEO

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