

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Gabriel Technologies, LLC	07/14/2009
RECEIVING PARTY DATA	
Name:	Earthstone Capital
Street Address:	1471 Mizell Avenue
City:	Winter Park
State/Country:	FLORIDA
Postal Code:	32789
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	6846024
Patent Number:	6962376
Patent Number:	6848282
Patent Number:	7117712
CORRESPONDENCE DATA	
Fax Number:	(612)766-1600
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	612-766-8728
Email:	eraiten@faegre.com
Correspondent Name:	Faegre & Benson LLP
Address Line 1:	2200 Wells Fargo Center
Address Line 2:	90 South Seventh Street
Address Line 4:	Minneapolis, MINNESOTA 55402-3901
ATTORNEY DOCKET NUMBER:	400553
NAME OF SUBMITTER:	Elaine Raiten

OP \$160.00 6846024

Total Attachments: 10

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ASSET PURCHASE AND SALE AGREEMENT

This Asset Purchase and Sale Agreement (the "Agreement"), dated as of July 9, 2009, or the date on which both the Buyer and Seller have executed this Agreement, which ever is later (hereinafter "Effective Date"), is entered into at Omaha, Nebraska, whereby Gabriel Technologies, LLC, a Delaware limited liability company ("Seller"), hereby agree to sell to Earthstone Capital a Florida Limited Liability Company, and/or assignee ("Buyer"), and Buyer hereby agrees to purchase from Seller, the assets listed on Exhibit "A" attached hereto, and all of the Seller's right, title and interest in the Assets. The Seller and the Buyer shall sometimes hereinafter be referred to individually as the "Party" and collectively as the "Parties"

1. PAYMENT OF PURCHASE PRICE AND ASSETS:

1.1 **PURCHASE PRICE; PAYMENT THEREOF:** The total purchase price payable hereunder shall be the sum
the "Purchase Price") for the transfer of any and all of the rights, title and interest throughout the world and universe in perpetuity of the Assets, payable as follows:

Upon execution of this Agreement by Buyer, and delivery of this Agreement to Seller, Buyer shall concurrently wire the entire Purchase Price in the amount of
to Novian & Novian, LLP ("Escrow"), pursuant to the Wiring Instructions attached hereto as Exhibit "B".

The Seller agrees that the Purchase Price, as adjusted if applicable pursuant to the provisions of this Agreement, will be released by Escrow to Seller on the Closing Date (as defined herein below in Section 5 of this Agreement), without further instructions or reservations.

1.2 **ASSETS:** The Assets, which are the subject of the purchase and sale contemplated by this Agreement, include the tangible and intangible items and personal property listed on Exhibit "A", and no other items.

2. OTHER TERMS AND CONDITIONS:

Seller's representations and warranties, as set forth herein, shall be true and correct as of the date of the Closing and shall survive the Closing for a period of one (1) year thereafter.

- (a) Seller has the legal power, right and authority to enter into this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby. Seller has the necessary legal right to transfer the Assets to Buyer, free and clear of all liens and encumbrances. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the power, right and authority to bind Seller to the terms and conditions hereof and thereof.

- (b) This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, applicable bankruptcy, insolvency, reorganization or moratorium laws or similar laws or equitable principles affecting or limiting the rights of contracting parties generally.
- (c) The Seller represents, warrants and agrees that Seller has complete and clear title to the Assets, and further that the Seller has not assigned to any person or entity any rights herein conveyed to the Buyer for any purpose whatsoever including as a security for any debts to any person or entity.
- (d) The Seller represents, warrants and agrees that Seller has released and disclaimed any interest, direct and indirect including but not limited to those in all of the Assets.
- (e) The Seller represents, warrants and agrees that Seller has obtained any and all consents, if any, for the transfer and sale of the Assets.
- (f) Except as otherwise set forth in this Agreement, the Seller represents, warrants and agrees that even after the Closing, the Seller will be responsible and liable for any and all claims, liabilities, taxes, including but not limited to sales taxes, as well as judgments, costs, attorneys fees, damages, lawsuits, liens, fines, penalties, audits, demands, expenses arising out of or that are due and owing against the Assets up to and through the Transfer Date (as herein below defined), and the Seller agrees to indemnify, defend and hold the Buyer and its successors and assigns harmless from any such obligations, losses, claims or expenses.
- (g) The Seller represents, warrants and agrees that he will turn over to the Buyer on the date of Closing any and all documents in Seller's possession, if any, pertaining to the Assets.
- (h) The Seller, represents, warrants and agrees that Seller will be responsible to file any applicable federal, state and local tax returns, sales tax returns, licenses, applications and any other forms, if any, pertaining to the Assets, and further the Seller agrees to be responsible to pay any monies or obligations that are incurred as a result of such filings, for the period up to and including the Closing Date.

The Seller represents, warrants and agrees that effective upon the Closing Date, the Seller waives and relinquishes any and all interest, rights, title or claims, which Seller may have against or in the Assets.

3. **INVENTORY:** Saleable merchandise for resale and stock in trade is included in the Assets listed on Exhibit "A", and shall be transferred by Seller to the Buyer on the Transfer Date as part of the Purchase Price.
4. **ASSETS TRANSFERRED:** The Seller agrees that the assets to be transferred to Buyer upon the Transfer Date (as herein defined), are the Assets listed on Exhibit "A".
 - a. Within five (5) business days following Seller's receipt of verification that the entire amount of the Purchase Price has been wired to Escrow, Buyer and Seller shall decide on a mutually convenient date and time for the Transfer of the Assets ("Transfer" or "Transfer Date").
 - b. The Assets shall be transferred to the Buyer on an AS IS-WHERE IS basis. Seller shall be responsible for and pay all costs incurred to release the Assets to the Buyer. Buyer shall be responsible for and pay all costs incurred to move and transport the Assets from their existing location to Buyer's location.
 - c. Within five (5) business days from the Transfer date, Buyer and Seller shall agree on a mutually convenient time to have representatives of both the Buyer and the Seller present, and to open the containers containing the Assets ("Containers") and review, inspect and verify the quantity of the Assets. Buyer hereby warrants and represents that Buyer shall not open any Containers without a representative of the Seller being present. Buyer shall notify Seller in writing of any items found to be missing ("Missing Items") from the Assets listed on Exhibit "A". In the event Buyer does not notify Seller in writing that there are any Missing Items, it shall be presumed that there are no Missing Items. If upon a joint inspection of the Assets, there exists any Missing Items, the value of such Missing Items shall be agreed upon, in good faith, by both Buyer and Seller, and shall be deducted from the Purchase Price, pursuant to a joint statement of deduction, which shall be signed by the Parties and submitted to Escrow.
 - d. Seller shall keep the Assets free and clear of liens, and waste until the Transfer Date.
5. **CLOSING DATE:** Upon Escrow's receipt from Buyer and Seller of the amount of the Missing Items, Escrow shall deduct said amount from the Purchase Price, and deduct Escrow costs and other fees, including legal fees, associated with this transaction, and release the balance to the Seller (the "Closing" or the "Closing Date"). The Closing Date shall in no event occur after July 31, 2009.
6. **PRORATIONS:** To the extent applicable, personal property taxes and sales taxes shall be prorated as of Closing Date.
7. **SALES AND USE TAX:** Seller shall pay any sales or use tax payable as a result of this sale under the laws of the State of Nebraska or under any local ordinances

and shall furnish Buyer with resale certificates for any items bought for resale which shall be deemed exempt from such taxes.

8. **TITLE TO PROPERTY:** On the Date of Closing, Seller shall furnish to Buyer bills of sale and any other instruments of transfer or assignment necessary for all of the Assets and all other items in this Agreement, to carry out this Agreement, free and clear of all liens. Absent such Bill of Sale, this Agreement shall serve as a substitute for such Bill of Sale.
9. **NO NOTICE OF VIOLATIONS:** Seller represents that to the best of Seller's knowledge no notices of violations of federal, state or local statute, law and regulation, including any such notices regarding the Assets, exist or have been filed or issued effecting the Assets.
10. **OPERATION PRIOR TO TRANSFER:** Buyer hereby acknowledges and agrees that Seller will continue the operation of Seller's business, and Buyer hereby warrants and represents that Seller shall have the right, in Seller's sole and absolute discretion, until the Transfer Date, to utilize a limited number of Assets ("Utilized Assets"); in the normal course of Seller's business, in order to deliver products to certain of Seller's existing customers for the purpose of maintain the continuity of Seller's business. Seller agrees to deliver a list of Utilized Assets, along with the value of said Utilized Assets, to the Buyer on the Transfer Date.
11. **POSSESSION:** The Seller agrees that the possession of the Assets shall be delivered to the Buyer on the Transfer Date.
12. **PRORATION:** As applicable, Buyer and Seller shall prorate all of the following, as applicable, on the basis of a thirty (30) day month, as of 12:01 a.m. Pacific Standard Time, on the Closing Date.
 - a. All personal property taxes levied or assessed against any of the Assets, subject to this contract, for the current tax year, based on the amount shown on the latest tax bill.
 - b. All premiums on insurance policies insuring the Assets to be transferred to Buyer.
13. On the Date of Closing, the Seller shall deliver or cause to be delivered to Buyer the following items as applicable:
 - a. The Bill of Sale for the Assets.
 - c. The agreed upon prorated expenses which are calculable and payable as of the Closing Date.

- d. Any and all of the certificates of title or recording documentation required for the transfer of the Assets enumerated in this Agreement.
 - e. Any other documents or items reasonably requested by the Buyer in order to complete the transaction contemplated by the Agreement. Seller shall transfer all product patents to buyer.
 - f. **Trade Name** Any and all rights in the trade name(s) WAR-LOK, including the internet domain name(s) shall be granted to Buyer by Seller at closing. Seller agrees to refrain from all direct or indirect use of such names or domain names.
18. **CONTINGENCY:** There are no contingencies to this Agreement. The Buyer has waived and or satisfied all of its contingencies with respect to this Agreement and the purchase of the Assets hereunder.
19. **DUE DILIGENCE:** Buyer hereby warrants and represents that Buyer has completed its due diligence with respect to the Assets, and Buyer has satisfied itself fully as to the value, quality, type, merchantability, suitability and fitness of the Assets for its intended purpose and for Buyer's purpose, and Buyer is purchasing the Assets on an AS-IS/WHERE-IS basis, with no representations or warranties whatsoever from the Seller, other than those representations or warranties expressly contained in this Agreement.
20. **ARBITRATION OF DISPUTES:** Any dispute or claim in law or equity arising out of this Agreement or any resulting transaction shall be decided by neutral binding arbitration in Omaha, Nebraska, and not by court action except as provided by Nebraska law for judicial review of arbitration proceedings. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties shall have the right to discovery, as determined by the Arbitrator. The filing of a judicial action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction or other provisional remedies, shall not constitute a waiver of the right to arbitrate under this provision.
21. **ATTORNEYS' FEES:** In any action, proceeding or arbitration arising out of this Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs.
22. **ENTIRE CONTRACT:** Time is of the essence. No extension of time for performance of any act or obligation shall be deemed an extension of time for any other act or obligation. All prior agreements between the Parties are incorporated in this Agreement, which constitutes the entire contract. This Agreement will not be effective until it is signed by the Buyer and the Seller.

23. **CAPTIONS:** The captions in this Agreement are for convenience of reference only and are not intended as part of this Agreement.
24. **AGENCY CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction: **NONE**.
25. **AMENDMENTS:** This Agreement may not be amended, modified, altered or changed in any respect whatsoever except by a further agreement in writing executed by Buyer and Seller.
26. **NOTICES:**

Any communication to be made hereunder shall:

(a) be made in writing, but unless otherwise stated, may be made by hand delivery, national overnight carrier, or certified United States mail return receipt requested, and

(b) any notice, demand or document which any Party is required or may desire to give or deliver to the other shall be in writing and may be personally delivered, or sent by mail, postage prepaid either by (i) United States registered or certified mail, return receipt required, or (ii) nationally recognized overnight courier or delivery service, addressed as follows (subject to the right of either Party to designate a different address by notice similarly given):

"Buyer"

TO: Earthstone Capital LLC
1471 Mizell Ave.
Winter Park, FL 32789
Telephone: (407) 701-1578
Telecopier: (407) 599-5170
Email: robert.breon@infotelsrv.com

"Seller"

TO: George Tingo
273 Green Street, No. 6
San Francisco, California 94133
Telephone: (310) 738-2010
Telecopier: (310) 553-0222
Email: gtingo@aol.com

With copy to: Novian & Novian, LLP
1801 Century Park East, Suite 1201
Los Angeles, California 90067
Telephone: (310) 553-1222
Telecopier: (310) 553-0222
Email: farid@novianlaw.com

"Escrow"

Novian & Novian, LLP
1801 Century Park East, Suite 1201
Los Angeles, California 90067
Telephone: (310) 553-1222
Telecopier: (310) 553-0222
Email: nagi@novianlaw.com

Any notice, demand, or document so given, shall be deemed to have been given, when delivered. Any Party may change its address for purposes of this paragraph by giving the other Parties written notice of such change of address via certified mail, return receipt requested.

27. **INDEPENDENT COUNSEL:** Each Party warrants and represents that it has received and has been represented by independent legal counsel in connection with this Agreement and further warrants and represents that it has entered into this Agreement based upon its discussions and consultations with such counsel. All Parties further warrant and represent that they have sought and obtained the advice of independent legal counsel of their own choice concerning the Agreement and has entered into this Agreement solely upon their reliance on such consultation with their respective independent legal counsel, including examining any and all issues dealing with the execution of this Agreement.

In this regard, the Buyer hereby acknowledges and agrees that the law firm of Novian & Novian, LLP ("NLLP") represents the *Seller only* in connection with the preparation and negotiation of this Agreement, consummation of this transaction, and all matters related thereto and therefore, owes no duty or obligation whatsoever to the Buyer in connection with this Agreement.

The Buyer further hereby acknowledges and agrees that NLLP is acting as the Escrow in this transaction, and that Buyer acknowledges and agrees that Buyer has been fully informed and advised by Seller and by NLLP that (a) NLLP's representation of the Seller may give rise to certain potential or actual conflicts of interest and that in the event an actual conflict of interest arises for NLLP, NLLP shall have the absolute right to represent the Seller in connection therewith; (b) Buyer should seek the advice of an independent legal counsel of Buyer's own choosing in connection with this Agreement and this waiver of

conflict of interest; (c) NNLLP is licensed to practice law in the State of California only; (d) NNLLP is not tax counsel, and (e) Buyer should consult its own professional tax advisors regarding the tax ramifications of the transaction(s) contemplated by this Agreement, and any other matters related thereto. Buyer hereby confirms that it has waived and hereby waives any actual or potential conflicts of interest that arise or may arise in connection with NNLLP's representation of Seller and its service as the Escrow in connection with this Agreement.

In addition, with respect to NNLLP acting as the Escrow Agent in this transaction, both the Buyer and Seller hereby agree, warrant and represent that they will not issue any conflicting instructions, demands or requests ("Instructions") to Escrow, and that should any such conflicting Instructions are received by Escrow, Escrow shall ignore such Instructions, without having any duty or liability of any kind or nature whatsoever to either the Buyer or the Seller.

Furthermore, both the Buyer and the Seller hereby agree, warrant and represent that they shall indemnify, save, hold harmless and defend NNLLP and, its successors and assigns, partners, managing partners, principals, associates, employees, agents, consultants, spouses and heirs, of and from any and all liability, loss, cause, claims, lawsuits, interest, penalties, debts, levies, obligations, causes of action, judgments, demands or expenses whether known or unknown, (including costs and attorney fees), whether in tort, equity, written or oral or in contract with respect to this Agreement, the Assets transferred pursuant to this Agreement, and NNLLP's role as Escrow Agent. In addition, the Seller and the Buyer shall indemnify, be responsible for, defend and hold NNLLP and, its successors and assigns, partners, managing partners, principals, associates, employees, agents, consultants, spouses and heirs, harmless from and against any and all future claims, judgments, liens, fines and penalties related to any potential audit, charge, claim, or investigation by any local, state or federal governmental agencies having any jurisdiction or authority over the Assets, with respect to any obligations of the Seller or the Buyer, or pertaining in any way to the Assets, incurred before and up and to the Closing Date. This provision shall survive the Closing in perpetuity.

28. **INDEMNITY:** Seller agrees and does hereby assume responsibility to indemnify, save and hold harmless and defend the Buyer and, its successors and assigns, members, managing members, officers, directors, shareholders, employees, partners, agents, spouses and heirs, of and from any and all liability, loss, cause, claims, lawsuits, interest, penalties, debts, levies, obligations, causes of action, judgments, demands or expenses whether known or unknown, (including costs and attorney fees), whether in tort, equity, written or oral or in contract with respect to the Assets transferred pursuant to this Agreement. Seller agrees that upon any notice to the Buyer of a loss, cause, claim, lawsuit, levy, debt, obligation, causes of action, judgments, demands or otherwise for any of the aforementioned, the Seller agrees to immediately and no later than thirty (30) days after written notice of a Notice of Default, undertake the defense of Buyer.

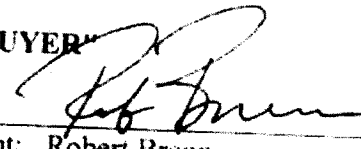
Through legal counsel of Seller's selection, to be reasonably approved by Buyer, and pay for all such defense fees, attorney's fees, costs and expenses in connection therewith.

29. **CONFIDENTIALITY:** The Parties agree to keep, at all times, all information acquired pursuant to the terms of this Agreement strictly confidential, and agree to hold all such information in the same degree of confidence with which each maintains its own like information, until such information becomes a matter of public knowledge, or the Parties are compelled by law or governmental agency to disclose such information.

30. **TERMS:** Where the terms of this Agreement contradict, or are in conflict with, any other terms, the terms of this Agreement shall prevail and supercede.

IN WITNESS WHEREOF, the Parties have executed this Asset Purchase and Sale Agreement on the date first set forth above.

"BUYER"

By: 
Print: Robert Breon
Its: CEO

By: _____
Print: _____
Its: _____

"SELLER"

Gabriel Technologies, LLC

By: George Tingo 7/14/09
George Tingo
Its: Manager

EXHIBIT A

The Assets

Status of Issued and Pending Patent Applications

Title	Inventor	Serial Number (Priority)	Filing Date (Priority)	Status	Maintenance Fee Due
Security Cover System for Cargo Container Latch	Palzkill	10/066,838 (60/280,241)	2/04/2002 (3/30/01)	Issued as 6,846,024 1/25/2005	2 nd Maintenance fee due 7-25-2012
Rotary Lock Seal	Palzkill	10/388,189 (60/406,480)	3/13/2003 (8/28/02)	Issued as 6,962,376 11/08/2005	2 nd Maintenance fee due 5-8-2013

Kingpin Lock	Palzkill	10/681,852	10/08/2003	Issued as 6,848,282 2/01/2005	2 nd Maintenance fee due 8-1-2012
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Removal Tool	Palzkill	11/038,792 (60/280,241)	1/20/2005 (3/30/01)	Issued as 7,117,712 10/10/2006	1 st Maintenance fee due 4/10/2010
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