

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Mr. Clinton Wilcox	12/08/2009
Armen Kazanchian	08/06/2009
RECEIVING PARTY DATA	
Name:	MiCard Group, Inc.
Street Address:	646 Arch Street
City:	Macon
State/Country:	GEORGIA
Postal Code:	31201
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	D534913
Patent Number:	7258270
Patent Number:	7191940
Application Number:	11839486
Application Number:	29283118
CORRESPONDENCE DATA	
Fax Number:	(770)602-1568
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(678) 209-3500
Email:	michaelbootcheck@bootchecklaw.com
Correspondent Name:	Michael J. Bootcheck
Address Line 1:	861 Commerce Dr. SW
Address Line 4:	Conyers, GEORGIA 30094
ATTORNEY DOCKET NUMBER:	2092 US ASSIGNMENTS

OP \$200.00 D534913

501594278

**PATENT
 REEL: 026589 FRAME: 0199**

NAME OF SUBMITTER:

Michael J. Bootcheck

Total Attachments: 20

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**ASSIGNMENT OF PATENTS, COMPROMISE AGREEMENT,
AND MUTUAL RELEASE**

Armen Kazanchian, RF Digital Corporation, a California corporation, and RF Manufacturing Corporation., a California Corporation, (collectively "Kazanchian"), and MiCard Group Inc., a Georgia Corporation, ("MiCard") (all Parties above collectively referred to as the "Parties" and each referred to as "Party") in consideration of the promises made herein, agree as follows:

RECITALS

WHEREAS, on or about 2004, Kazanchian commenced work on the product referred to herein as the "Electronic Display Card," hereafter "ED Card." ED Card. The "ED Card" is a device which allows various data to be programmed into a credit-card sized structure for use with multiple applications on the open market. Clinton "Bud" Wilcox, hereafter "Wilcox," obtained a design patent for the "ED Card" identified as U.S. D534913 ("the '913 Patent"), solely in his name. Kazanchian contended that he should at the very least be a co-inventor on the '913 Patent. Thereafter Wilcox and Kazanchian, as joint owners, did so apply and receive patent rights on the "ED Card" identified as U.S. Patent No. 7,191,940 ("the '940 Patent") and U.S. 7,258,270 ("the '270 Patent"). Further, now pending at the USPTO are the two patent applications, serial numbers 11/839,486 and 29/283,118. All of the patents and patent applications, including related PCT applications and foreign national stage applications, are listed in Exhibit A attached hereto and shall hereinafter be referred to as the "Patents"; and,

WHEREAS, Kazanchian alleges that he developed the "ED Card" based on a verbal business agreement with Wilcox, by investing his time, services and money. Kazanchian and Wilcox are now engaged in two lawsuits regarding the business agreement and the Patents (the "Litigation"); and,

WHEREAS, MiCard ordered from a company known as CEO IQ 100,000 "ED Card" units for which MiCard has fully paid Wilcox for all 100,000 of the "ED Card" units, and, in fact, had to pay an additional sum of \$238,681 to obtain said cards; and,

WHEREAS FURTHER, Kazanchian and MiCard desire to enter into an agreement whereby MiCard provides help to resolve Litigation and the outstanding issues involving Ridea, Wilcox, Martin, Kazanchian, Wirthlin, TCC and Kazanchian assigns to MiCard of all his right, title, and interest in the Rcard Patents;

NOW, THEREFORE, the parties do enter in this Assignment of Patents, Compromise Agreement, and Mutual Release on the following terms and conditions:

1. ASSIGNMENT OF KAZANCHIAN'S ENTIRE INTEREST IN THE ED Card PATENTS. In consideration of the payment by MiCard of Kazanchian's various expenses and

damages arising out of the Litigation, Kazanchian hereby assigns, quitclaims, and grants to MiCard all of its right, title, and interest to the Patents, including but not limited to the right to the use, development, exploitation, distribution, marketing, and sale of the ED Card and Patents for any use whatsoever.

1.1 **Disclaimer of Liabilities.** Nothing set forth in this Agreement is intended to assign any liabilities associated with the Patents to MiCard, and MiCard expressly disclaims and refuses to assume any such liabilities.

1.2 **List of Patents.** Attached hereto as Exhibit A is a list of the Patents for which MiCard shall have Kazanchian's entire rights referred to herein.

2. **WARRANTY AND REPRESENTATION.** Notwithstanding the Wilcox Litigation, Kazanchian expressly warrants and represents that he is at the very least a co-inventor of the subject matter of the Patents.

2.1 **Assignment of Claims.** Kazanchian also assigns to MiCard any claims which he may have as against other parties arising out of the Patents, including but not limited to CEO IQ, RIda, LLC, Bud Wilcox, Jack Martin, Jet Parker, etc. MiCard in its sole discretion may elect to assume the defense and assert any claims or defenses held by Kazanchian in the Wilcox Litigation or any other proceedings by providing written notice to Kazanchian of its intent to assert its rights under this Paragraph.

3. **GENERAL RELEASE.** The parties hereto in consideration of the promises and concessions made by one another, hereby compromise and settle any and all past and present claims, demands, obligations, or causes of action, whether based on tort, contract, or other theories of recovery, which that Party has or which may later accrue to or be acquired by that Party against the other Party and the other Parties' predecessors and successors in interest, heirs, representatives, attorneys, and assigns, as well as past, present, and future officers, directors, shareholders, agents, employees, parent and subsidiary organizations, affiliates, and partners, arising from the subject matter of the actions described in this Agreement, subject to the following terms and conditions:

3.1 **Unknown Claims.** Each Party acknowledges and agrees that the release he /it gives to the other Party upon executing this Agreement applies to all claims for injuries, damages, or losses to his and her own person and property, real or personal (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, patent or latent) which he and she may have against the other Party as of the date of the execution of this document. Each Party waives application of California Civil Code Section 1542:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

4. MISCELLANEOUS.

4.1 Execution of Other Documents. Kazanchian will, as necessary, execute any and all documents necessary to be recorded in the USPTO, as well as in other patent offices relating to the Patents, in order to assign the Patents to MiCard. Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

4.2 Attorneys' Fees. Each Party to this Agreement shall bear all of its own attorneys' fees and costs arising from that Party's own counsel in connection with this Agreement, and the matters referred to herein, and all related matters. However, in the event of litigation arising out of this Agreement, the prevailing party thereto shall be entitled to an award of reasonable attorneys fees.

4.3 Alternative Dispute Resolution. Any dispute arising from this Agreement among any of the named Parties shall first be mediated between a mediator agreed to by the Parties in dispute. If the Parties are unable to agree on a mediator, then the nearest office of the Judicial Arbitration and Mediation Services ("JAMS") shall be requested to appoint a mediator. The cost of the mediation shall be borne equally by the parties. The mediation will take place thirty (30) days after notice of any dispute is provided by one Party to the other Party or Parties. The Parties value mediation as a viable and acceptable form of resolving their dispute, and state that such agreement to mediate is added consideration for entering into this Agreement.

4.4 Legal. The law of the State of California shall govern this Agreement, and venue shall lie in the Judicial District of Sacramento.

4.5 Entire Agreement. This Agreement contains the entire agreement between the Parties regarding the subject matter set forth herein. No modification shall be effective unless in writing signed the Parties. This Agreement shall become effective immediately upon execution by the Parties. This Agreement may be executed in counterparts, with signatures transmitted by facsimile, each with the same force and effect as a signed original. By executing this Agreement, each Party acknowledges receipt of a duplicate copy of this Agreement. This Agreement shall be construed as though all Parties have participated equally in its drafting and, it shall be interpreted, wherever possible, to make it valid and effective. If any part of this release is invalid or prohibited, only that part should be affected and the rest of the agreement shall be enforced as written here.

4.5.1 Future Services. While the parties may ultimately decide to work with one another on any number of projects, Kazanchian is under no obligation to perform any services for MiCard or any other Party relating to the ED Card, including improvements, future development, support, etc., and MiCard has the right to employ the services of any consultant it

chooses. Any future work between Kazanchian and MiCard shall be by mutual agreement. Any services to be performed between the parties will be outlined in a written independent contractor's agreement.


4.6 Severability. If the application of any provision or provisions of this Agreement to any particular facts of circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then: (i) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (ii) such provision or provisions shall be reformed without further action by the Parties hereto and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

5. NOTICES. All Notices hereunder shall be in writing and shall be deemed to have been given only if delivered personally, or by facsimile or overnight courier, or mailed by registered or certified mail, postage prepaid, addressed as respectively indicated or to such other addresses as shall be indicated by notice hereunder:


If to Armen Kazanchian, RF Digital Corporation, a California corporation, or RF Manufacturing Corporation., a California Corporation, (collectively "Kazanchian"): Armen Kazanchian, 2029 Verdugo Blvd. #724, Montrose, CA 91020.

If to MiCard Group Inc., a Georgia Corporation: MiCard, ATTN: Steve Putnal, 646 Arch Street, Macon, GA 31201 ("MiCard").

Dated: 8-6-09


Armen Kazanchian in his individual capacity

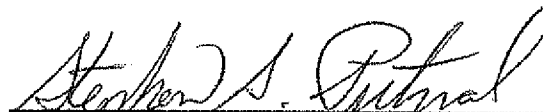
Dated: 8-6-09


RF Digital Corporation,
by its President Armen Kazanchian

Dated: 8-6-09


RF Manufacturing Corporation,
by its President Armen Kazanchian

Dated: 8-6-09


MiCard Group Inc. by its CEO. Steve Putnal

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PAGE

Exhibit A

PATENTS

Country	Title	App. No./Filing Date or Pat No./Issue Date
Canada	User programmable interactive display device and method	CA 2589510/filed 5-30-07
China	User programmable interactive display device and method	200580041182.6/filed 6-2-
European Patent Office	User programmable interactive display device and method	05820495.9/filed 11-29-05
India	User programmable interactive display device and method	710/MUMNP/2007/filed 5
Japan	User programmable interactive display device and method	2007542495/filed 5-28-07
PCT	User programmable interactive display device and method	PCT 1B2005/053957/filed 05
United States	Interactive display card	D534913/issued 1-9-07
United States	Compact electronic unit with display	7,258,270/issued 8-21-07
United States	User programmable interactive display device and method	7,191,940/issued 3-20-07
United States	Interactive electronic display card	11/839,486/filed 8-15-07
United States	R-card Final Design	29/283,118/filed 8-7-07

**ADDENDUM TO ASSIGNMENT OF PATENTS, COMPROMISE AGREEMENT, AND
MUTUAL RELEASE**

THIS ADDENDUM TO ASSIGNMENT OF PATENTS, COMPROMISE AGREEMENT, AND MUTUAL RELEASE (the "Addendum") is made as of this ____ day of October, 2009 by Armen Kazanchian, RF Digital Corporation, a California corporation, and RF Manufacturing Corporation (collectively "Kazanchian"), on the one hand, and MiCard Group, Inc., a Georgia Corporation, and, ("MiCard") (all Parties above collectively referred to as the "Parties" and each referred to as "Party") in consideration of the promises made herein, agree as follows:

RECITALS

- A. The Parties entered into an ASSIGNMENT OF PATENTS, COMPROMISE AGREEMENT, AND MUTUAL RELEASE ("Assignment") as of August 6, 2009.
- B. The Parties incorporate herein by reference the Recitals set forth in the Assignment as if fully set forth herein.
- C. The Parties desire to modify the Assignment as set forth in this Addendum.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants, conditions and agreements set forth herein, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and covenants as hereinafter set forth, and intending to be legally bound, the Parties hereby agree as follows:

1. **ASSIGNMENT OF KAZANCHIAN'S ENTIRE INTEREST IN THE ED Card PATENTS.** In consideration of the payment by MiCard to Kazanchian in the amount of \$25,000.00 and the September 15, 2008 \$40,000.00 payment by Putnal to Kazanchian, \$65,000 in total, in addition to MiCard's payment of various expenses, damages, and attorneys' fees arising out of the Litigation and prosecution of the Patents, Kazanchian agrees to forego and dismiss his affirmative claims in the federal lawsuit (United States District Court, Central District of California, case #8:08-cv-00829), and agrees to the dismissal of the claims in the state lawsuit (Los Angeles Superior Court, Case # BC402233).

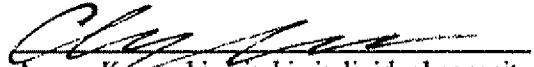
Except for MiCard's payments outlined above, no monies are owed between the parties and all debts and obligations are hereby waived and forgiven. MiCard will pay not more than \$4,000 of Kazanchian's attorney's fees and costs that are due regarding this matter. MiCard shall be responsible for additional attorney fees as regards the application or protection of any of the within Patents for any legal work that it may authorize until the patent application prosecution is transferred to counsel of MiCard's choosing.

1.1 **List of Patents.** Attached hereto as Exhibit A is a list of the Patents for which MiCard shall have Kazanchian's entire rights referred to herein.


2. **JOINT STATEMENT.** MiCard agrees to deliver to Milord & Associates, with the signed original of this Addendum, a certified check payable to Armen Kazanchian, in the sum of \$25,000.00, and the fully executed Joint Statement in the form attached hereto as Exhibit B.

IT IS AGREED:

Dated: 12-18-09


Armen Kazanchian in his individual capacity

Dated: 12-18-09


RF Digital Corporation,
by its President Armen Kazanchian

Dated: 12-18-09


RF Manufacturing Corporation,
by its President Armen Kazanchian

Dated: _____

MiCard Group Inc. by its CEO, Steve Putnal

1.1 List of Patents. Attached hereto as Exhibit A is a list of the Patents for which MiCard shall have Kazanchian's entire rights referred to herein.

2. **JOINT STATEMENT**. MiCard agrees to deliver to Milrod & Associates, with the signed original of this Addendum, a certified check payable to Armen Kazanchian, in the sum of \$25,000.00, and the fully executed Joint Statement in the form attached hereto as Exhibit B.

IT IS AGREED:

Dated: 12-18-09


Armen Kazanchian in his individual capacity

Dated: 12-18-09


RE Digital Corporation,
by its President Armen Kazanchian

Dated: 12-18-09


RE Manufacturing Corporation,
by its President Armen Kazanchian

Dated: 12/21/09


MiCard Group Inc. by its CEO, Steve Puzal

EXHIBIT A - PATENTS

	Country	Title	App. No./Filing Date or Pat No./Issue Date
1.	Canada	User programmable interactive display device and method	CA 2589510/filed 5-30-07
2.	China	User programmable interactive display device and method	200580041182.6/filed 6-22-07
3.	European Patent Office	User programmable interactive display device and method	05820495.9/filed 11-29-05
4.	India	User programmable interactive display device and method	710/MUMNP/2007/filed 5-14-07
5.	Japan	User programmable interactive display device and method	2007542495/filed 5-28-07
6.	Jordan	Interactive Electronic Display Card	377/2008/filed 8-14-08 (cancelled)
7.	Lebanon	Interactive Electronic Display Card	Reg. No. 8391/filed 8-14-08
8.	PCT	User programmable interactive display device and method	PCT 1B2005/053957/filed 11-29-05
9.	PCT	Interactive Electronic Display Card	PCT/US2008/073256/filed 8-15-08
10.	United States	Interactive display card	D534913/issued 1-9-07
11.	United States	Compact electronic unit with display	7,258,270/issued 8-21-07
12.	United States	User programmable interactive display device and method	7,191,940/issued 3-20-07
13.	United States	Interactive electronic display card	11/839,486/filed 8-15-07
14.	United States	R-card Final Design	29/283,118/filed 8-7-07

**GLOBAL COMPROMISE SETTLEMENT AGREEMENT AND MUTUAL RELEASE RE:
ALL CLAIMS AND ALLEGATIONS ARISING OUT OF PATENTS RELATED TO A
DEVICE COMMONLY KNOWN AS THE "ELECTRONIC DISPLAY CARD"**

Armen Kazanchian, RF Digital Corporation, a California corporation, RF Manufacturing Corporation, a California Corporation, (collectively "Kazanchian"), Alvin Wirthlin, Patent Acquisitions LLC (collectively "Wirthlin"), TCC Industries Inc., a California corporation and Orly Abellon, (collectively "TCC"), MiCard Group Inc., a Georgia Corporation ("MiCard"), Clinton "Bud" Wilcox ("Wilcox"), Jack Martin ("Martin"), R Idea LLC ("R Idea") and R Sound, LLC ("R Sound") (Wilcox, Martin, R Idea, and R Sound are collectively referred to as the "Wilcox Parties", and all the Parties herein are collectively referred to as the "Parties" and each referred to as "Party") in consideration of the promises made herein, agree as follows:

RECITALS

WHEREAS, in or about 2004, work was commenced on the product referred to herein as the "Electronic Display Card," also referred to as the "R Card" (referred to as the "ED Card"). The "ED Card" is a device which allows various data to be programmed into a credit-card sized structure for use with multiple applications on the open market; and,

WHEREAS, Wilcox obtained a design Patent for the "ED Card" identified as U.S. D534913 ("the '913 Patent"), solely in his name. Kazanchian contended that he should be at least co-inventor on the '913 Patent. Thereafter Wilcox and Kazanchian, as joint owners, applied and received patent rights on the "ED Card" identified as U.S. Patent No. 7,191,940 ("the '940 Patent") and U.S. 7,258,270 ("the '270 Patent"). Further, now pending at the United States Patent and Trademark Office ("USPTO") are two Patent applications, serial numbers 11/839,486 and 29/283,118. All of the Patents and Patent applications, including related PCT applications and foreign national stage applications are listed in Exhibit A attached hereto (collectively referred to as the "Patents"); and,

WHEREAS, disputes have arisen and Kazanchian and Wilcox each allege various ownership rights regarding the Patents; and,

WHEREAS, on or about June 27, 2006, as amended March 20, 2007, MiCard's predecessor-in-interest entered into a contract with a company known as CEO IQ for the production of 100,000 "ED Cards" and states it has invested approximately \$4 million dollars in the development and production of the ED Card; and,

WHEREAS, TCC Industries Inc. agreed to assemble each "ED Card" unit for sale. Although the Wilcox Parties deny any liability, TCC claims that the Wilcox Parties breached an agreement by refusing to pay an outstanding balance claimed by TCC to be due for the release of the inventory, though subsequently TCC was partially paid by MiCard; and,

WHEREAS, Wirthlin was retained by one or more of the Parties, to file and prosecute the Patent applications listed on Exhibit A (the "Patents") arising from the inventions of Kazanchian and/or Wilcox; and,

WHEREAS, on or about March 27, 2008, Wilcox, R. Idea and R. Sound filed suit against Kazanchian, Wirthlin, et. al. in Nevada County Superior Court, case #73516, which case was transferred to Los Angeles County Superior Court, case # BC402233 (the "State Action") alleging, among other things, claims relating to the Patents; and,

WHEREAS, on or about July 25, 2008, Kazanchian, Wirthlin, and TCC filed suit against Wilcox, R. Idea, and Martin in the United States District Court, Central District of California, case #8:08-cv-00829, (the "Federal Action") alleging, among other things, claims arising out of the Patents; and,

WHEREAS, all Parties have alleged various claims against each other regarding their respective rights and responsibilities, agreements alleged to have been made and duties owed as between them, and regarding ownership of the Patents. The Parties each dispute the claims of the other Parties and deny owing any liability to any other Party; and

WHEREAS, Kazanchian has assigned to MiCard all of his rights under the Patents at issue and Patent applications; and,

WHEREAS, all the Parties herein now desire to settle, resolve, and conclude their various disputes, claims, and lawsuits each may have against the other and establish their respective rights and interest in the ED Card and the Patents;

NOW, THEREFORE, in consideration of the respective covenants, conditions, and promises set forth herein the Parties enter in this Global Compromise Settlement Agreement and Mutual Release (the "Agreement") on the following terms and conditions:

1. **ASSIGNMENT OF PATENTS TO MICARD.** Subject to the terms and conditions of this Agreement, the Parties hereby assign their respective right, title, and interest in the Patents to MiCard. The Parties shall cooperate to take such actions as are reasonably necessary to effect the terms of this Agreement, including but not limited to the filing of assignments and other documents with the United States Patent and Trademark Office ("USPTO"). MiCard will select and pay patent counsel of its choosing to continue prosecution of the pending Patent applications and for maintenance of the issued Patents as it shall determine necessary in the exercise of its sole discretion. All Parties shall execute all necessary documents to grant power of attorney to MiCard to the extent necessary to carry out the terms of this Agreement. MiCard shall have all right, title, and interest to license, sell, or otherwise exploit the ED Card and the Patents and applicable uses as it deems appropriate.

1.1 **Grant of Exclusive Right to Use Patents.** Notwithstanding anything to the contrary in this Agreement, MiCard shall have the exclusive right to the use, development, exploitation, distribution, marketing, and sale of the ED Card and Patents as to any and all applications and uses, including but not limited to use in the area of medical records.

1.2 **Inventorship.** Kazanchian alleges that he was a co-inventor of U.S. Patent No. D534,913, titled "Interactive Display Card" and issued on January 9, 2007 ("the '913 Patent"). Wilcox alleges that he was the sole inventor. Pursuant to Section 1 above, MiCard will acquire all

rights to the Patents. In either case, Kazanchian and Wilcox are both assigning all their right, title, and interest in the Patents to MiCard and shall not take any actions that will jeopardize MiCard's Patent rights.

1.3 Parker Restriction. The Wilcox Parties shall not enter into any agreement, license, or transaction of any kind with Jet Parker or any person having a familial relationship to her, Richard Birnbaum, CEO IQ, Inc., Jump Lab, or any other company in which Jet Parker or members of her family or Richard Birnbaum is affiliated or which sells a card substantially similar to the ED Card, including but not limited to a card commonly known as the "EDG Card" (collectively "Parker"). The Wilcox Parties and MiCard shall reasonably cooperate with one another in any litigation brought against Parker relating to Parker's impermissible sale, use, or exploitation of the ED Card, EDG Card, or the Patents in anyway. Unless otherwise agreed to by the Parties thereto in writing, the duty to cooperate shall not include the duty incur any expenses in any litigation related costs or attorneys' fees or to share any recovery or damages obtained against Parker by any Party bringing suit against Parker. Each of the Parties shall hold the other Parties harmless and indemnify the other Parties from any damages or liability arising from a breach of this Agreement resulting directly in actions by Parker to use, sell, or exploit the ED Card, EDG Card, or Patents.

1.4 Future Patents. This Agreement shall have no force or effect on any Patent which any Party hereto may apply for subsequent to this Agreement, save and except to the extent such Patent application infringes upon any issued patents where the legal rights are afforded to MiCard under the terms and conditions of this Agreement.

1.5 Warranty. Each of the Parties represents and warrants that they have not assigned their right, title, and interest in the Patents to any person or entity, other than an Assignment which Kazanchian has previously made to MiCard or otherwise licensed, permitted, or authorized any third party to use, exploit, or otherwise exploit the Patents in any way.

2. MAINTENANCE OF THE PATENTS. The Parties shall have a duty to reasonably cooperate with one another in effectuating the terms of this Agreement, including the licensing, registration, filing, and maintenance of the Patents with the USPTO and other regulatory, Patent, and trademark offices, including international offices (the "Patent Maintenance Expense"). To the extent that the Parties hereto have assigned all their right, title, and interest in the Patents to MiCard, MiCard shall bear the expense of applicable attorney fees, consulting fees, and the like, reasonably related to the Patent Maintenance Expense in pursuing such actions as it deems necessary in the exercise of its sole discretion.

3. DISMISSAL OF ACTIONS. The Parties who are involved in the State Action and the Federal Action (collectively referred to as the "Litigation Parties") shall provide each Court with timely notice of this settlement and shall take such actions as are necessary to dismiss forthwith said actions with prejudice, each Party thereto to bear their own attorney fees and costs.

3.1 Joint Statement. Simultaneous with the execution of this Agreement, the Parties hereto will be authorized to issue a Joint Statement in the form attached hereto as Exhibit B.

4. GENERAL RELEASE. In consideration of the promises and concessions made each of the Parties herein, the Parties hereby compromise, settle, and release any and all past and present

claims, demands, obligations, or causes of action, whether based on tort, contract, or other theories of recovery, which that Party has against any other Party to this Agreement, and the other Parties' predecessors and successors in interest, heirs, representatives, attorneys, and assigns, as well as past, present, and future officers, directors, shareholders, agents, employees, parent and subsidiary organizations, affiliates, and partners, arising from the subject matter of the actions described in this Agreement, subject to the following terms and conditions:

4.1 Reservation of Claims. Notwithstanding any provision to the contrary in this Agreement, nothing contained herein is intended to settle any claims which any Party hereto may have against Parker.

4.2 Unknown Claims. Each Party acknowledges and agrees that this Agreement applies to all claims for injuries, damages, or losses which the Party may have (whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, Patent or latent) which said releasing Party may have against any other Party to this Agreement as of the date of the execution of this document. Each Party waives application of California Civil Code Section 1542 which provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

5. NOTICES. All Notices hereunder shall be in writing and shall be deemed to have been given only if delivered personally, or by facsimile or overnight courier, or mailed by registered or certified mail, postage prepaid, addressed as respectively indicated or to such other addresses as shall be indicated by notice hereunder:

If to Armen Kazanchian, RF Digital Corporation, a California corporation, or RF Manufacturing Corporation, a California Corporation, (collectively "Kazanchian"): 13715 Alton Parkway, Irvine, CA 92628, with a copy to: Milord Keshishian, Milord & Associates, 2029 Century Park East, Suite 2100, Los Angeles, CA 90067.

If to Alvin Wirthlin, or Patent Acquisitions LLC (collectively "Wirthlin"): 1828 E. 1580 South, Spanish Fork, UT 84660, with a copy to: Milord Keshishian, Milord & Associates, 2029 Century Park East, Suite 2100, Los Angeles, CA 90067.

If to TCC Industries Inc., a California corporation and Orly Abellon, (collectively "TCC"): 7050 Village Drive #E, Buena Park, with a copy to: Milord Keshishian, Milord & Associates, 2029 Century Park East, Suite 2100, Los Angeles, CA 90067.

If to MiCard Group Inc., a Georgia Corporation: 646 Arch Street, Macon, GA 31201 ("MiCard"), with a copy to: Lawrence W. Miles, Jr., The Miles Law Firm, 3838 Watt Ave., Suite 301, Sacramento, CA 95821.

If to Clinton "Bud" Wilcox, 13395 Bass Trail, Grass Valley CA 95945, with a copy to: Joseph Zellmer, Zellmer Law Group, 360 Sierra College Drive, Suite 220, Grass Valley, CA 95945.

If to Jack Martin or R Idea, L.L.C (collectively "Martin"): 16174 Thornberry Way, Grass Valley, CA 95949, with a copy to: Joseph Zellmer, Zellmer Law Group, 360 Sierra College Drive, Suite 220, Grass Valley, CA 95945.

6. MISCELLANEOUS.

6.1 Execution of Other Documents. Each Party to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

6.1.1 Enforcement of Patents. In the event that enforcement of the Patents requires the involvement of Kazanchian, he will be compensated for his actual time at his then prevailing hourly rate.

6.2 Attorneys' Fees. Each Party to this Agreement shall bear all of its own attorneys' fees and costs arising from that Party's own counsel in connection with this Agreement, and the matters referred to herein, and all related matters. However, attorney fees shall be awarded the prevailing party in any litigation, including arbitration, arising out of this Agreement.

6.3 Alternative Dispute Resolution. The Parties agree to alternative forms of dispute resolution as follows:

6.3.1 Mediation. Any dispute arising from this Agreement among any of the named Parties hereto shall first be mediated between a mediator agreed to by the Parties in dispute. If the Parties are unable to agree on a mediator, then mediation shall be deemed waived by the Parties. The mediation will take place thirty (30) days after notice of any dispute is provided by one Party to the other Party or Parties. The Parties value mediation as a viable and acceptable form of resolving their dispute, and state that such agreement to mediate is added consideration for entering into this Agreement.

6.3.2 Arbitration. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in the County of Sacramento before one arbitrator. The arbitration shall be administered by such arbitrator as the Parties may mutually agree upon or, if the Parties are unable to agree, then as appointed by the Sacramento office of the Judicial Arbitration and Mediation Service (JAMS), pursuant to JAMS' Streamlined Arbitration Rules and Procedures. This clause shall not preclude Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction, or filing in a State Court to specifically enforce the terms of this Agreement. The arbitrator may, in the Award, allocate all or part of the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing party.

6.4 Legal. The laws of the State of California shall govern this Agreement, and venue shall lie in the County of Sacramento.

6.5 Confidentiality. Absent a court order or as may be required under applicable law, or as may be reasonably necessary for tax, financial and bank reporting and compliance, each Party to this Agreement agrees to treat the terms of this Agreement as confidential, and shall not disclose any terms hereof to any third party other than to state the precise matters set forth as Exhibit B hereto. The Parties acknowledge and agree that publication of any further statements could cause other Parties substantial damages and that the injured Party will not have an adequate remedy at law. The Parties acknowledge, stipulate and agree that these confidentiality provisions may be enforced by injunction and provisional relief.

6.6 Entire Agreement. This Agreement contains the entire agreement between the Parties. No modification shall be effective unless in writing signed by the Parties, except an agreement between less than all the Parties (a "Sub-Agreement") may be signed by just the Parties intending to be bound by the Sub-Agreement. This Agreement shall become effective immediately upon execution by the Parties. This Agreement may be executed in counterparts, with signatures transmitted by facsimile, each with the same force and effect as a signed original. By executing this Agreement, each Party acknowledges receipt of a copy of this Agreement. This Agreement shall be construed as though all Parties have participated equally in its drafting and, it shall be interpreted, wherever possible, to make it valid, effective, and reflecting the reasonable intent of the Parties. If any part of this Agreement is deemed invalid or prohibited by a Court or Arbitrator's decision, only that part should be affected and the rest of the Agreement shall be enforced as written here.

6.7 Severability. If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then: (i) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby, and (ii) such provision or provisions shall be reformed without further action by the Parties hereto and only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances.

6.8 Warranty of Authority. All Parties signing below in a representative capacity warrant their authority to sign on behalf of the Party for which they purport to sign.

// (See next page for signatures by Parties).

Dated: 12/14/09

Alvin Wirthlin
Alvin Wirthlin, in his individual capacity

Dated: 12/14/09

Alvin Wirthlin
Alvin Wirthlin for Patent Acquisitions LLC

Dated: 12-18-09

Armen Karanichian
Armen Karanichian in his individual capacity

Dated: 12-18-09

RF Digital Corporation
RF Digital Corporation,
by its President Armen Karanichian

Dated: 12-18-09

RF Manufacturing Corporation
RF Manufacturing Corporation,
by its President Armen Karanichian

Dated: 12/14/09

Orly Abellon
Orly Abellon, Inc.
by its President Orly Abellon

Dated: 12/14/09

Orly Abellon
Orly Abellon in his individual capacity

Dated: 12/21/09

Steve Putnal
NSCast Group Inc.
by its CEO Steve Putnal

Dated: _____

Clinton "Bud" Wilcox, in his individual capacity

Dated: _____

Jack Martin, in his individual capacity

Dated: _____

R. Idea, LLC
by its Manager Jack Martin

Dated: _____

R. Sound, LLC
by its Manager Jack Martin

Dated: _____ Alvin Wirthlin, in his individual capacity

Dated: _____ Alvin Wirthlin for Patent Acquisitions LLC

Dated: _____ Armen Kazanchian in his individual capacity

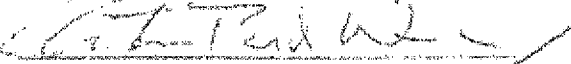
Dated: _____ RF Digital Corporation,
by its President Armen Kazanchian

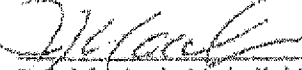
Dated: _____ RF Manufacturing Corporation,
by its President Armen Kazanchian

Dated: _____ TCC Industries Inc.
by its President Orly Abellon

Dated: _____ Orly Abellon in his individual capacity

Dated: _____ MiCard Group Inc.
by its CEO Steve Putnall

Dated: 17/8/09 
Clinton "Bud" Wilcox, in his individual capacity

Dated: 12-8-09 
Jack Martin, in his individual capacity

Dated: 12-8-09 
R Idea, LLC
by its Manager Jack Martin

Dated: 19-8-09 
R Sound, LLC
by its Manager Jack Martin

EXHIBIT A -

ED CARD PATENT PROPERTIES

	Country	Title	App. No./Filing Date or Pat No./Issuc Date
1.	Canada	User programmable interactive display device and method	CA 2589510/filed 5-30-07
2.	China	User programmable interactive display device and method	200580041182.6/filed 6-22-07
3.	European Patent Office	User programmable interactive display device and method	05820495.9/filed 11-29-05
4.	India	User programmable interactive display device and method	710/MUMNP/2007/filed 5-14-07
5.	Japan	User programmable interactive display device and method	2007542495/filed 5-28-07
6.	Jordan	Interactive Electronic Display Card	377/2008/filed 8-14-08 (cancelled)
7.	Lebanon	Interactive Electronic Display Card	Reg. No. 8391/filed 8-14-08
8.	PCT	User programmable interactive display device and method	PCT 1B2005/053957/filed 11-29-05
9.	PCT	Interactive Electronic Display Card	PCT/US2008/073256/filed 8-15-08
10.	United States	Interactive display card	D534913/issued 1-9-07
11.	United States	Compact electronic unit with display	7,258,270/issued 8-21-07
12.	United States	User programmable interactive display device and method	7,191,940/issued 3-20-07
13.	United States	Interactive electronic display card	11/839,486/filed 8-15-07
14.	United States	R-card Final Design	29/283,118/filed 8-7-07

EXHIBIT B – JOINT STATEMENT

Rsound LLC, Ridea, LLC, Clinton "Bud" Wilcox and Jack Martin (collectively "RIdea"), Armen Kazanchian, Alvin Wirthlin, Patent Acquisitions, and TCC Industries, are pleased to announce the settlement of litigation between the Parties involving certain Patents relating to an electronic card known between the Parties as the "R-Card" or "ED Card" ("Card"). The lawsuits have been resolved on terms and conditions that are satisfactory to all Parties and will permit the full development and exploitation of the Card.

Clinton "Bud" Wilcox originated the idea of creating a credit-card sized display device and worked to market and sell the technology.

Armen Kazanchian, Alvin Wirthlin, Patent Acquisitions, and TCC Industries developed the R-Card product. They achieved this impressive technological feat with their hard work, creativity, and integrity.

Clinton "Bud" Wilcox and Armen Kazanchian are both inventors, owners and investors and accordingly have exercised their individual rights in accordance with the Laws and Regulations of the United States Patent and Trademark Office.

The settlement exclusively authorizes MiCard, a Georgia based medical technology company, to fully develop and market its new medical records ED-Card product and any other applications.