

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRR Technologies LLC	01/21/2009
RECEIVING PARTY DATA	
Name:	BMIL Technologies
Street Address:	4915 Arendell St, #313
City:	Morehead City
State/Country:	NORTH CAROLINA
Postal Code:	28557
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	6694757
Patent Number:	6935131
Application Number:	11674477
CORRESPONDENCE DATA	
Fax Number:	(919)882-1466
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	9194683266
Email:	shansenlegal@gmail.com
Correspondent Name:	Ishman Law Firm PC
Address Line 1:	9660 Falls of Neuse Rd, Suite 138-350
Address Line 2:	Peter D. Sachtjen
Address Line 4:	Raleigh, NORTH CAROLINA 27615
ATTORNEY DOCKET NUMBER:	BMIL ASSIGNMENT
NAME OF SUBMITTER:	Peter D. Sachtjen
Total Attachments: 36 source=Patent Assignments Redacted#page1.tif	

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PATENT ASSIGNMENT AGREEMENT

This Agreement, made this 21 day of JANUARY, 2009 between BRR Technologies, Inc., a corporation of the State of North Carolina having an office at 4915 Arendell Street, #313, Morehead City, NC 28557 (hereinafter called "BRR") and BMIL Technologies, a North Carolina limited liability company having an office at 4915 Arendell Street, #313 Morehead City, NC 28557 (hereinafter called "BTECH").

Recitals

BRR is the licensing party and owner of certain technology patents as hereinafter described; and

BTECH is desirous of obtaining rights with respect to the patents; and

BRR and BTECH are desirous of executing this Agreement setting forth terms and conditions relative to the patents.

In consideration of the mutual undertakings hereinafter set forth, the sum of [REDACTED] and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions: As used in this Agreement:

- 1.1. "Effective Date" means the date first written above.
- 1.2. "Patents" means the patents, and patent applications and inventions owned or controlled by BRR as listed in Exhibit A, annexed hereto.

2. Assignment

2.1. BRR hereby assignments its entire, right and interest to the Agreement between BRR and Jonathan Perry dated February 14, 2007 and relating to United States Patent Application Serial No. 11/689,235 filed on March 21, 2007 and PCT Patent Application No. PCT/US08/53418 filed on February 8, 2008, both entitled "Air Handling System With Self Balancing Air Entrance Door", pursuant to the Assignment attached hereto as Appendix A.

2.2. BRR hereby assignments its entire, right and interest to the Agreement between BRR and Thomas Backman dated 12-30-08 and relating to United States Patent No. 6,694,757

entitled "Multiple Stage Dehumidification and Cooling System", pursuant to the Assignment attached hereto as Appendix B.

2.3. BRR hereby assignments its entire, right and interest to the Agreement between BRR and Thomas Backman dated 12-30-09 and relating to United States Patent No. 6,935,131 and Canadian Patent No. 2,597,941, both entitled "Desiccant Assisted Dehumidification System for Aqueous Based Liquid Refrigerant Facilities", pursuant to the Assignment attached hereto as Appendix C.

2.4. BRR hereby assignments its entire, right and interest to the Agreement between BRR and Thomas Backman dated 12-30-08 and relating to United States Patent Application Serial No. 11/674,477 filed on February 13, 2007 and entitled "Unit Cooler With Integrated Refrigeration And Dehumidification", pursuant to the Assignment attached hereto as Appendix D.

2.5. BRR hereby assignments its entire, right and interest to the Agreement between BRR and Thomas Backman and Art Sutherland dated 12-30-08 and relating to United States Provisional Patent Application No. 61/079,289 filed on July 9, 2008 and entitled "Cascade Desiccant Dehumidifier For Refrigeration System", pursuant to the Assignment attached hereto as Appendix E.

2.6. All required approvals for assignment of the Agreements set forth in Section 2.1 to 2.5 above have been obtained.

3. Existing Sublicenses.

3.1. The Agreement of Section 2.1 above is subject to existing sublicense agreements as set forth below:

<u>Sublicensee</u>	<u>Agreement Date</u>
Hill Phoenix	August 14, 2007

3.2. The Agreement of Section 2.2 above is subject to existing sublicense agreement as set forth below:

<u>Sublicensee</u>	<u>Agreement Date</u>
Munters Corporation	October 11, 2007

3.3. All required approvals for assignments of the Agreements set forth in Sections 3.1 and 3.2 above have been obtained.

4. Compensation

4.1. For the assignments of Section 2 above, BTECH will pay to BRR a one-time fee of [REDACTED]

4.2. BTECH shall be responsible for all costs, activities and actions related to the Patents of Exhibit A and subject to the assignments of Section 2 above.

5. Term and Termination

5.1. This Agreement shall commence upon the Effective Date and shall continue until terminated or the last to expire of issued Patents.

5.2. This agreement may be terminated at any time prior to the time set forth in Section 5.1 above as follows:

(a) in the event either party shall materially breach any of the terms, conditions and agreements contained in this Agreement to be kept, observed and performed by it, then the other party may terminate this Agreement, at its option and without prejudice to any of its other legal and equitable rights and remedies, by giving the party who committed the breach forty-five (45) days notice in writing, particularly specifying the breach, unless the notified party within the ninety days period shall have rectified the breach.

(b) in the event BTECH shall become insolvent or suspend business or shall file a voluntary petition or an answer admitting the jurisdiction of the court in the material allegations of, or shall consent to, an involuntary petition pursuant to or purporting to be pursuant to any reorganization or insolvency law of any jurisdiction, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of a receiver or trustee of a substantial part of its property, then BRR may thereafter immediately terminate this agreement

subject to BTECH having been granted a reasonable amount of time to wind up and complete its current and ongoing transactions.

(c) in the event, BTECH discontinues the manufacture and sale of products based on the patents.

5.3 Upon termination, BTECH shall execute agreements acceptable to BRR reassigning the Agreement of Section 2.1 to BRR and shall have no rights under any expired or unexpired patent of Appendix A.

5.4 In the event of termination of this Agreement any sublicenses granted by BTECH under the Patents shall survive termination.

6. Warranties

6.1 Each of the parties hereby warrants and represents to the other party that it has the unencumbered legal right to undertake the obligations of this Agreement.

6.2 BRR hereby warrants and represents to BTECH that it has the unencumbered legal right to grant the assignments of this Agreement.

6.3 BRR represents and warrants that the patents and patent applications set forth in Exhibit A constitute all of the patents and patent applications which relate to agreements contemplated by the parties. To the extent not so included, such patents and/or patent applications will be deemed to be added to Exhibit A.

7. Indemnity by BTECH

7.1 BTECH shall indemnify, defend, and hold harmless BRR, its officers, directors, employees and agents, from and against any and all claims suits, losses, damages, costs, fee, and expenses (including attorney's fees) resulting from or arising out of goods and services supplied by BTECH and covered by the Patents constituting the subject matter of the Assignments of

Section 2 above. BTECH's obligations under this section shall survive termination of this Agreement for a period of two (2) years.

8. Miscellaneous Provisions

8.1 Nothing contained in this Agreement shall be construed as:

- (a) granting rights to technology of BRR other than set forth in Section 2 of the Agreement above; or
- (b) conferring by implication, estoppel or otherwise, any rights under any patent, except as provided in this Agreement; or
- (c) creating any form of partnership, joint venture or any form of mutual undertaking under which the acts of one party hereto are chargeable in any manner to the other party; or
- (d) an obligation to furnish any manufacturing or technical information or assistance, except as provided herein; or,
- (e) conferring to one party any right or license to use in advertising, publicity or otherwise any name, trade name, trademark or any contraction or abbreviation or simulation thereof of the other party.

8.2 This Agreement, in whole or in part, shall not be assignable except with the prior written permission of both parties, except in connection with a merger or reorganization or sale of all or substantially all of the party's assets to which this Agreement applies. Any permitted assignment shall provide that the transferee company or entity undertakes and is subject to and bound by all the terms and conditions of this Agreement.

8.3 Any statement, notice, request or other communication hereunder shall be deemed sufficiently given to the addressee when sent by certified mail and by fax to the address for each

respective party specified below, or to such other address which one party may provide by written notice to the other during the term of this Agreement.

If to BRR: BRR Technologies, Inc.
4915 Arendell Street, #313
Morehead City, NC 28557
Fax: 252-727-0996

Attn: Thomas Backman
President

If to BTECH: BMIL Technologies, LLC
4915 Arendell Street, #313
Morehead City, NC 28557-3615
Fax:

and a copy to:

Balmac International, Inc.
45 Broadway
8th Floor
New York, NY 10006

- 8.4. No waiver of any default, express or implied, made by either party hereto shall be binding upon the party making such waiver in the event of a subsequent default.
- 8.5. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, or in any written agreement between the parties executed subsequent to the date of execution hereof, and signed by the proper duly authorized representatives of both parties.
- 8.6. Neither Party shall have the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.
- 8.7. The Parties shall treat this Agreement as confidential.

- 8.8. If any paragraph or subparagraph of this Agreement shall be held invalid or unenforceable, it shall be deemed to be severed herefrom with the remaining paragraphs and subparagraphs hereof remaining in full force and effect and the parties shall endeavor in good faith to agree on and insert suitable replacement wording that shall be valid and enforceable.
- 8.9. This agreement shall be governed by and interpreted under the laws of the State of North Carolina. Nothing in this paragraph shall be deemed in any way to restrict the right of either party to obtain preliminary injunctive relief from a court of competent jurisdiction as may be necessary or equitable.
- 8.10. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same document.
- 8.11. Neither party shall be responsible or liable for any loss, damage, detention or delay caused by fire, strike civil or military authority, governmental restrictions or controls, insurrection or riot, railroad, marine or air embargoes, lockout, tempest, accident, breakdown of machinery, delay in delivery of material by other parties or any other cause that is unavoidable or beyond its reasonable control provided that performance shall, as practical, recommence immediately upon cessation of such unavoidable event.
- 8.12. This Agreement is subject to all applicable laws, rules, regulations, licenses and approvals of any duly constituted governmental authority having jurisdiction.
- 8.13. Headings and sub-headings set out in this Agreement are for convenience only, and are not to be deemed in any way to be a need to, or regard to the interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

BRR Technologies, Inc.

By: [Signature]
Thomas Backman

Title: President

Date: 1-21-09

BMIL Technologies, LLC

By: [Signature]

Date: 1-21-09

APPENDIX A

1. United States Patent Application Serial No. 11/689,235 filed on March 21, 2007 entitled "Air Handling System With Self Balancing Air Entrance Door"
2. PCT Patent Application No. PCT/US08/53418 filed on February 8, 2008 entitled "Air Handling System With Self Balancing Air Entrance Door".
3. United States Patent No. 6,694,757 entitled "Multiple Stage Dehumidification and Cooling System".
4. United States Patent No. 6,935,131 and Canadian Patent No. 2,597,941, both entitled "Desiccant Assisted Dehumidification System for Aqueous Based Liquid Refrigerant Facilities".
5. United States Patent Application Serial No. 11/674,477 filed on February 13, 2007 and entitled "Unit Cooler With Integrated Refrigeration And Dehumidification".
6. United States Provisional Patent Application No. 61/079,289 filed on July 9, 2008 and entitled "Cascade Desiccant Dehumidifier For Refrigeration System".

AGREEMENT

This Agreement, made this 30 day of December _____, 2008 between Thomas J. Backman, an individual of the State of North Carolina (hereinafter called "Licensor") and BRR Technologies, Inc, a corporation of the State of North Carolina having an office at 4915 Arendell Street, #313, Morehead City, NC 28557 (hereinafter called "Licensee").

Recitals

Licensor is the sole inventor of the patents and/or patent applications set forth in Appendix A, annexed hereto; and

Licensee is desirous of obtaining exclusive rights with respect to the patents and/or patent applications of Appendix A.

In consideration of the mutual undertakings hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions: As used in this Agreement:

1.1. "Effective Date" means the date first written above.

1.2. "Licensed Patents" means the patents and/or patent applications set forth in Appendix A, and any patent application or patent based thereon including continuations, continuations-in-part, divisionals, reissues patents, and foreign counterparts thereto.

2. License

2.1. Licensor hereby grants to Licensee an exclusive license, including the right to sublicense, under the Licensed Patents to make, have made, use and sell throughout the world articles and methods covered thereby.

3. Royalty

3.1. As a royalty in consideration of the license of Section 2 above, Licensee shall pay Licensor the sum of [REDACTED] the receipt and sufficiency of which is hereby acknowledged.

3.2. Licensee shall be responsible for all costs, activities and actions related to the Licensed Patents during the term of this Agreement.

4. Term and Termination

4.1. This Agreement shall commence upon the Effective Date and shall continue until terminated or the last to expire patent of the Licensed Patents.

4.2. This Agreement may be terminated at any time prior to the time set forth in Section 4.1 above as follows:

(a) in the event either party shall materially breach any of the terms, conditions and agreements contained in this Agreement to be kept, observed and performed by it, then the other party may terminate this Agreement, at its option and without prejudice to any of its other legal and equitable rights and remedies, by giving the party who committed the breach ninety (90) days notice in writing, particularly specifying the breach, unless the notified party within the ninety days period shall have rectified the breach.

(b) in the event Licensor shall become insolvent or suspend business or shall file a voluntary petition or an answer admitting the jurisdiction of the court in the material allegations of, or shall consent to, an involuntary petition pursuant to or purporting to be pursuant to any reorganization or insolvency law of any jurisdiction, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of a receiver or trustee of a substantial part of its property, then Licensor may thereafter immediately terminate this Agreement.

(c) in the event, Licensee discontinues the manufacture and sale of products based on the patents.

4.3 Upon termination, Licensee shall execute agreements acceptable to Licensor reassigning this Agreement to Licensor and shall have no further rights under any expired or unexpired patent of Licensed Patent.

4.4. In the event of termination of this Agreement, any sublicenses granted by Licensee under the Licensed Patent shall survive termination and shall be assigned to Licensors.

5. Warranties

5.1. Each of the parties hereby warrants and represents to the other party that it has the unencumbered legal right to undertake the obligations of this Agreement.

6. Indemnity by Licensee

6.1. Licensee shall indemnify, defend, and hold harmless Licensors from and against any and all claims suits, losses, damages, costs, fee, and expenses (including attorney's fees) resulting from or arising out of goods and services supplied by Licensee and covered by the Licensed Patents.

7. Miscellaneous Provisions

7.1 Nothing contained in this Agreement shall be construed as:

- (a) granting rights to technology of Licensors other than set forth in the Agreement of Section 2.1 above; or
- (b) conferring by implication, estoppel or otherwise, any rights under any patent, except as provided in this Agreement; or
- (c) creating any form of partnership, joint venture or any form of mutual undertaking under which the acts of one party hereto are chargeable in any manner to the other party; or
- (d) an obligation to furnish any manufacturing or technical information or assistance, except as provided herein; or,
- (e) conferring to one party any right or license to use in advertising, publicity or otherwise any name, trade name, trademark or any contraction or abbreviation or simulation thereof of the other party.

7.2 This Agreement, in whole or in part, shall not be assignable except with the prior written permission of the other party, which permission shall not be unreasonable withheld. Any permitted assignment shall provide that the transferee undertakes and is subject to and bound by all the terms and conditions of this Agreement.

7.3 Any statement, notice, request or other communication hereunder shall be deemed sufficiently given to the addressee when sent by certified mail and by fax to the address for each respective party specified below, or to such other address which one party may provide by written notice to the other during the term of this Agreement.

If to Licensor:	Thomas Backman 4915 Arendell Street, #313 Morehead City, NC 28557 Fax: 252-727-0996
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If to BRR:	BRR Technologies. Inc. 4915 Arendell Street, #313 Morehead City, NC 28557 Fax: 252-727-0996
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Attn: Thomas Backman
President

7.4 No waiver of any default, express or implied, made by either party hereto shall be binding upon the party making such waiver in the event of a subsequent default.

7.5 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, or in any written agreement between the parties executed subsequent to the date of execution hereof, and signed by a proper duly authorized representative of the party to be bound thereby.

7.6. Neither Party shall have the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.

7.7. The Parties shall treat this Agreement as confidential.

7.8. If any paragraph or subparagraph of this Agreement shall be held invalid or unenforceable, it shall be deemed to be severed herefrom with the remaining paragraphs and subparagraphs hereof remaining in full force and effect.

7.9. This agreement shall be governed by and interpreted under the laws of the State of North Carolina. Nothing in this paragraph shall be deemed in any way to restrict the right of either party to obtain preliminary injunctive relief from a court of competent jurisdiction as may be necessary or equitable. However, Perry agrees to submit to the personal jurisdiction of the state and federal courts of the State of North Carolina.

7.10. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same document.


7.11. Neither party shall be responsible or liable for any loss, damage, detention or delay caused by fire, strike civil or military authority, governmental restrictions or controls, insurrection or riot, railroad, marine or air embargoes, lockout, tempest, accident, breakdown of machinery, delay in delivery of material by other parties or any other cause that is unavoidable or beyond its reasonable control provided that performance shall, as practical, recommence immediately upon cessation of such unavoidable event.

7.12. This Agreement is subject to all applicable laws, rules, regulations, licenses and approvals of any duly constituted governmental authority having jurisdiction. No such licenses or approvals are conveyed hereunder.

7.13. Headings and sub-headings set out in this Agreement are for convenience only, and are not to be deemed in any way to be a need to, or regard to the interpretation of any of the provisions of this Agreement.

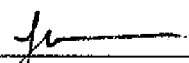
IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

Thomas Backman

By: 
Thomas Backman

Date: 12-30-08

BRR Technologies, LLC

By: 

Date: 12-30-08

Appendix A

Patents/Patent Applications

Patent Applications

Patents

United States Patent No. 6,694,757 entitled "Multiple Stage Dehumidification and Cooling System"

AGREEMENT

This Agreement, made this 30 day of December _____, 2008 between Thomas J. Backman, an individual of the State of North Carolina (hereinafter called "Licensor") and BRR Technologies, Inc, a corporation of the State of North Carolina having an office at 4915 Arendell Street, #313, Morehead City, NC 28557 (hereinafter called "Licensee").

Recitals

Licensor is the sole inventor of the patents and/or patent applications set forth in Appendix A, annexed hereto; and

Licensee is desirous of obtaining exclusive rights with respect to the patents and/or patent applications of Appendix A.

In consideration of the mutual undertakings hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions: As used in this Agreement:

1.1. "Effective Date" means the date first written above.

1.2. "Licensed Patents" means the patents and/or patent applications set forth in Appendix A, and any patent application or patent based thereon including continuations, continuations-in-part, divisionals, reissues patents, and foreign counterparts thereto.

2. License

2.1. Licensor hereby grants to Licensee and exclusive license, including the right to sublicense, under the Licensed Patents to make, have made, use and sell throughout the world articles and methods covered thereby.

3. Royalty

3.1. As a royalty in consideration of the license of Section 2 above, Licensee shall pay Licensor the sum of [REDACTED] the receipt and sufficiency of which is hereby acknowledged.

3.2. Licensee shall be responsible for all costs, activities and actions related to the Licensed Patents during the term of this Agreement.

4. Term and Termination

4.1. This Agreement shall commence upon the Effective Date and shall continue until terminated or the last to expire patent of the Licensed Patents.

4.2. This Agreement may be terminated at any time prior to the time set forth in Section 4.1 above as follows:

(a) in the event either party shall materially breach any of the terms, conditions and agreements contained in this Agreement to be kept, observed and performed by it, then the other party may terminate this Agreement, at its option and without prejudice to any of its other legal and equitable rights and remedies, by giving the party who committed the breach ninety (90) days notice in writing, particularly specifying the breach, unless the notified party within the ninety days period shall have rectified the breach.

(b) in the event Licensor shall become insolvent or suspend business or shall file a voluntary petition or an answer admitting the jurisdiction of the court in the material allegations of, or shall consent to, an involuntary petition pursuant to or purporting to be pursuant to any reorganization or insolvency law of any jurisdiction, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of a receiver or trustee of a substantial part of its property, then Licensor may thereafter immediately terminate this Agreement.

(c) in the event, Licensee discontinues the manufacture and sale of products based on the patents.

4.3 Upon termination, Licensee shall execute agreements acceptable to Licensor reassigning this Agreement to Licensor and shall have no further rights under any expired or unexpired patent of Licensed Patent.

4.4. In the event of termination of this Agreement, any sublicenses granted by Licensee under the Licensed Patent shall survive termination and shall be assigned to Licensor.

5. Warranties

5.1. Each of the parties hereby warrants and represents to the other party that it has the unencumbered legal right to undertake the obligations of this Agreement.

6. Indemnity by Licensee

6.1. Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all claims suits, losses, damages, costs, fee, and expenses (including attorney's fees) resulting from or arising out of goods and services supplied by Licensee and covered by the Licensed Patents.

7. Miscellaneous Provisions

7.1 Nothing contained in this Agreement shall be construed as:

(a) granting rights to technology of Licensor other than set forth in the Agreement of Section 2.1 above; or

(b) conferring by implication, estoppel or otherwise, any rights under any patent, except as provided in this Agreement; or

(c) creating any form of partnership, joint venture or any form of mutual undertaking under which the acts of one party hereto are chargeable in any manner to the other party; or

(d) an obligation to furnish any manufacturing or technical information or assistance, except as provided herein; or,

(e) conferring to one party any right or license to use in advertising, publicity or otherwise any name, trade name, trademark or any contraction or abbreviation or simulation thereof of the other party.

7.2 This Agreement, in whole or in part, shall not be assignable except with the prior written permission of the other party, which permission shall not be unreasonable withheld. Any permitted assignment shall provide that the transferee undertakes and is subject to and bound by all the terms and conditions of this Agreement.

7.3 Any statement, notice, request or other communication hereunder shall be deemed sufficiently given to the addressee when sent by certified mail and by fax to the address for each respective party specified below, or to such other address which one party may provide by written notice to the other during the term of this Agreement.

If to Licensor:	Thomas Backman 4915 Arendell Street, #313 Morehead City, NC 28557 Fax: 252-727-0996
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If to BRR:	BRR Technologies, Inc. 4915 Arendell Street, #313 Morehead City, NC 28557 Fax: 252-727-0996
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Attn: Thomas Backman
President

7.4 No waiver of any default, express or implied, made by either party hereto shall be binding upon the party making such waiver in the event of a subsequent default.

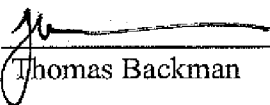
7.5 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, or in any written agreement between the parties executed subsequent to the date of execution hereof, and signed by a proper duly authorized representative of the party to be bound thereby.

- 7.6. Neither Party shall have the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.
- 7.7. The Parties shall treat this Agreement as confidential.
- 7.8. If any paragraph or subparagraph of this Agreement shall be held invalid or unenforceable, it shall be deemed to be severed herefrom with the remaining paragraphs and subparagraphs hereof remaining in full force and effect.
- 7.9. This agreement shall be governed by and interpreted under the laws of the State of North Carolina. Nothing in this paragraph shall be deemed in any way to restrict the right of either party to obtain preliminary injunctive relief from a court of competent jurisdiction as may be necessary or equitable. However, Perry agrees to submit to the personal jurisdiction of the state and federal courts of the State of North Carolina.
- 7.10. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same document.
- 7.11. Neither party shall be responsible or liable for any loss, damage, detention or delay caused by fire, strike civil or military authority, governmental restrictions or controls, insurrection or riot, railroad, marine or air embargoes, lockout, tempest, accident, breakdown of machinery, delay in delivery of material by other parties or any other cause that is unavoidable or beyond its reasonable control provided that performance shall, as practical, recommence immediately upon cessation of such unavoidable event.
- 7.12. This Agreement is subject to all applicable laws, rules, regulations, licenses and approvals of any duly constituted governmental authority having jurisdiction. No such licenses or approvals are conveyed hereunder.

7.13. Headings and sub-headings set out in this Agreement are for convenience only, and are not to be deemed in any way to be a need to, or regard to the interpretation of any of the provisions of this Agreement.

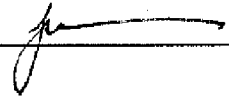
IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

Thomas Backman

By: 
Thomas Backman

Date: 12/30/08

BRR Technologies, LLC

By: 

Date: 12/30/08

Appendix A

Patents/Patent Applications

Patent Applications

Patents

United States Patent No. 6,935,131 and Canadian Patent No. 2,597,941, both entitled "Desiccant Assisted Dehumidification System for Aqueous Based Liquid Refrigerant Facilities",

AGREEMENT

This Agreement, made this 30 day of December _____, 2008 between Thomas J. Backman, an individual of the State of North Carolina (hereinafter called "Licensor") and BRR Technologies, Inc, a corporation of the State of North Carolina having an office at 4915 Arendell Street, #313, Morehead City, NC 28557 (hereinafter called "Licensee").

Recitals

Licensor is the sole inventor of the patents and/or patent applications set forth in Appendix A, annexed hereto; and

Licensee is desirous of obtaining exclusive rights with respect to the patents and/or patent applications of Appendix A.

In consideration of the mutual undertakings hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions: As used in this Agreement:

1.1. "Effective Date" means the date first written above.

1.2. "Licensed Patents" means the patents and/or patent applications set forth in Appendix A, and any patent application or patent based thereon including continuations, continuations-in-part, divisionals, reissues patents, and foreign counterparts thereto.

2. License

2.1. Licensor hereby grants to Licensee an exclusive license, including the right to sublicense, under the Licensed Patents to make, have made, use and sell throughout the world articles and methods covered thereby.

3. Royalty

3.1. As a royalty in consideration of the license of Section 2 above, Licensee shall pay Licensor the sum of [REDACTED] the receipt and sufficiency of which is hereby acknowledged.

3.2. Licensee shall be responsible for all costs, activities and actions related to the Licensed Patents during the term of this Agreement.

4. Term and Termination

4.1. This Agreement shall commence upon the Effective Date and shall continue until terminated or the last to expire patent of the Licensed Patents.

4.2. This Agreement may be terminated at any time prior to the time set forth in Section 4.1 above as follows:

(a) in the event either party shall materially breach any of the terms, conditions and agreements contained in this Agreement to be kept, observed and performed by it, then the other party may terminate this Agreement, at its option and without prejudice to any of its other legal and equitable rights and remedies, by giving the party who committed the breach ninety (90) days notice in writing, particularly specifying the breach, unless the notified party within the ninety days period shall have rectified the breach.

(b) in the event Licensor shall become insolvent or suspend business or shall file a voluntary petition or an answer admitting the jurisdiction of the court in the material allegations of, or shall consent to, an involuntary petition pursuant to or purporting to be pursuant to any reorganization or insolvency law of any jurisdiction, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of a receiver or trustee of a substantial part of its property, then Licensor may thereafter immediately terminate this Agreement.

(c) in the event, Licensee discontinues the manufacture and sale of products based on the patents.

4.3 Upon termination, Licensee shall execute agreements acceptable to Licensor reassigning this Agreement to Licensor and shall have no further rights under any expired or unexpired patent of Licensed Patent.

4.4. In the event of termination of this Agreement, any sublicenses granted by Licensee under the Licensed Patent shall survive termination and shall be assigned to Licensor.

5. Warranties

5.1. Each of the parties hereby warrants and represents to the other party that it has the unencumbered legal right to undertake the obligations of this Agreement.

6. Indemnity by Licensee

6.1. Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all claims suits, losses, damages, costs, fee, and expenses (including attorney's fees) resulting from or arising out of goods and services supplied by Licensee and covered by the Licensed Patents.

7. Miscellaneous Provisions

7.1 Nothing contained in this Agreement shall be construed as:

(a) granting rights to technology of Licensor other than set forth in the Agreement of Section 2.1 above; or

(b) conferring by implication, estoppel or otherwise, any rights under any patent, except as provided in this Agreement; or

(c) creating any form of partnership, joint venture or any form of mutual undertaking under which the acts of one party hereto are chargeable in any manner to the other party; or

(d) an obligation to furnish any manufacturing or technical information or assistance, except as provided herein; or,

(e) conferring to one party any right or license to use in advertising, publicity or otherwise any name, trade name, trademark or any contraction or abbreviation or simulation thereof of the other party.

7.2 This Agreement, in whole or in part, shall not be assignable except with the prior written permission of the other party, which permission shall not be unreasonable withheld. Any permitted assignment shall provide that the transferee undertakes and is subject to and bound by all the terms and conditions of this Agreement.

7.3 Any statement, notice, request or other communication hereunder shall be deemed sufficiently given to the addressee when sent by certified mail and by fax to the address for each respective party specified below, or to such other address which one party may provide by written notice to the other during the term of this Agreement.

If to Licensor:	Thomas Backman 4915 Arendell Street, #313 Morehead City, NC 28557 Fax: 252-727-0996
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If to BRR:	BRR Technologies. Inc. 4915 Arendell Street, #313 Morehead City, NC 28557 Fax: 252-727-0996
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Attn: Thomas Backman
President

7.4 No waiver of any default, express or implied, made by either party hereto shall be binding upon the party making such waiver in the event of a subsequent default.

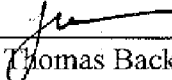
7.5 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, or in any written agreement between the parties executed subsequent to the date of execution hereof, and signed by a proper duly authorized representative of the party to be bound thereby.

- 7.6. Neither Party shall have the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.
- 7.7. The Parties shall treat this Agreement as confidential.
- 7.8. If any paragraph or subparagraph of this Agreement shall be held invalid or unenforceable, it shall be deemed to be severed herefrom with the remaining paragraphs and subparagraphs hereof remaining in full force and effect.
- 7.9. This agreement shall be governed by and interpreted under the laws of the State of North Carolina. Nothing in this paragraph shall be deemed in any way to restrict the right of either party to obtain preliminary injunctive relief from a court of competent jurisdiction as may be necessary or equitable. However, Perry agrees to submit to the personal jurisdiction of the state and federal courts of the State of North Carolina.
- 7.10. This Agreement may be executed in one or more counterparts, each of which shall constitute one and the same document.
- 7.11. Neither party shall be responsible or liable for any loss, damage, detention or delay caused by fire, strike civil or military authority, governmental restrictions or controls, insurrection or riot, railroad, marine or air embargoes, lockout, tempest, accident, breakdown of machinery, delay in delivery of material by other parties or any other cause that is unavoidable or beyond its reasonable control provided that performance shall, as practical, recommence immediately upon cessation of such unavoidable event.
- 7.12. This Agreement is subject to all applicable laws, rules, regulations, licenses and approvals of any duly constituted governmental authority having jurisdiction. No such licenses or approvals are conveyed hereunder.

7.13. Headings and sub-headings set out in this Agreement are for convenience only, and are not to be deemed in any way to be a need to, or regard to the interpretation of any of the provisions of this Agreement.

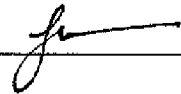
IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

Thomas Backman

By: 
Thomas Backman

Date: 12-30-08

BRR Technologies, LLC

By: 

Date: 12-30-08

Appendix A

Patents/Patent Applications

Patent Applications

United States Patent Application Serial No. 11/674,477 filed on February 13, 2007 and entitled
"Unit Cooler With Integrated Refrigeration And Dehumidification"

Patents

AGREEMENT

This Agreement, made this 30 day of December , 2008 between Thomas J. Backman, an individual of the State of North Carolina having an office at 4915 Arendell Street, #313, Morehead City, NC 28557 (hereinafter called "Backman"), and Art Sutherland, an individual of the Province of British Columbia, Canada having an office at 309 Daniel Place, Victoria, BC Canada V9C 1W2 (hereinafter called "Sutherland") (Backman and Sutherland hereinafter collectively called "Licensors") and BRR Technologies, Inc, a corporation of the State of North Carolina having an office at 4915 Arendell Street, #313, Morehead City, NC 28557 (hereinafter called "Licensee").

Recitals

Licensors are the joint inventors of the patents and/or patent applications set forth in Appendix A, annexed hereto; and

Licensee is desirous of obtaining exclusive rights with respect to the patents and/or patents of Appendix A.

In consideration of the mutual undertakings hereinafter set forth, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions: As used in this Agreement:
 - 1.1. "Effective Date" means the date first written above.
 - 1.2. "Licensed Patents" means the patents and/or patent applications set forth in Appendix A, including any patent applications or patents based thereon including continuations, continuations-in-part, divisionals, reissues patents, and foreign counterparts thereto.
 - 1.3. "Licensed System" means a cascade desiccant dehumidifier for a refrigeration system covered by a claim of a Licensed Patent.
2. License
 - 2.1. Licensors hereby grants to Licensee an exclusive license, including the right to sublicense, under the Licensed Patents to make, have made, use and sell Licensed System(s) throughout the world.
 - 2.2. Licensee shall be responsible for all costs, activities and actions related to the Licensed Patent during the Term of the Agreement.
3. Royalty

- 3.1. As a royalty in consideration of the license of Section 2 above, Licensee shall pay:
- to Backman: the sum of [REDACTED] the receipt and sufficiency of which is hereby acknowledged.
- to Sutherland for each Licensed System sold by Licensor and based on capacity of the Licensed System, the sum of:

<u>Capacity (SCFM)</u>	<u>Royalty</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

4. Reports, Payment and Verification

4.1 During the term of this Agreement, Licensee agrees to make written summary reports to Licensors within sixty (60) days after the first days of January and July of each year. Such reports shall state the description and number of Licensed System sold to others under the license granted by this Agreement. Such reports shall calculate the royalty due each Licensor during the preceding six calendar months. Concurrent with the report, Licensee agrees to pay to the Licensors the amount of royalties then due.

4.2 Licensee agrees to keep true and accurate written records showing the Licensed Systems sold in sufficient detail to enable the royalties payable by Licensee to be determined. During regular business hours and subject to reasonable notice, Licensors may at their own expense permit an independent certified public accountant to audit those records necessary for verifying the reports and payments.

4. Term and Termination

4.1 This Agreement shall commence upon the Effective Date and shall continue until terminated or the last to expire patent of the Licensed Patents.

4.2 This agreement may be terminated at any time prior to the time set forth in Section 4.1 above as follows:

(a) in the event either party shall materially breach any of the terms, conditions and agreements contained in this Agreement to be kept, observed and performed by it, then the other party may terminate this Agreement, at its option and without prejudice to any of its other legal and equitable rights and remedies, by giving the party who committed the breach ninety (90)

days notice in writing, particularly specifying the breach, unless the notified party within the ninety days period shall have rectified the breach.

(b) in the event Licensor shall become insolvent or suspend business or shall file a voluntary petition or an answer admitting the jurisdiction of the court in the material allegations of, or shall consent to, an involuntary petition pursuant to or purporting to be pursuant to any reorganization or insolvency law of any jurisdiction, or shall make an assignment for the benefit of creditors, or shall apply for or consent to the appointment of a receiver or trustee of a substantial part of its property, then Licensor may thereafter immediately terminate this Agreement.

(c) in the event, Licensee discontinues the manufacture and sale of products based on the patents.

4.3 Upon termination, Licensee shall execute agreements acceptable to Licensor reassigning this Agreement to Licensor and shall have no further rights under any expired or unexpired patent of Licensed Patent.

4.4. In the event of termination of this Agreement, any sublicenses granted by Licensee under the Licensed Patent shall survive termination and shall be assigned to Licensor.

5. Warranties

5.1. Each of the parties hereby warrants and represents to the other party that it has the unencumbered legal right to undertake the obligations of this Agreement.

6. Indemnity by Licensee

6.1. Licensee shall indemnify, defend, and hold harmless Licensor from and against any and all claims suits, losses, damages, costs, fee, and expenses (including attorney's fees) resulting from or arising out of goods and services supplied by Licensee and covered by the Licensed Patents.

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7.1 Nothing contained in this Agreement shall be construed as:

(a) granting rights to technology of Licensor other than set forth in the Agreement of Section 2.1 above; or

(b) conferring by implication, estoppel or otherwise, any rights under any patent, except as provided in this Agreement; or

- (c) creating any form of partnership, joint venture or any form of mutual undertaking under which the acts of one party hereto are chargeable in any manner to the other party; or
- (d) an obligation to furnish any manufacturing or technical information or assistance, except as provided herein; or,
- (e) conferring to one party any right or license to use in advertising, publicity or otherwise any name, trade name, trademark or any contraction or abbreviation or simulation thereof of the other party.

7.2 This Agreement, in whole or in part, shall not be assignable except with the prior written permission of the other party, which permission shall not be unreasonable withheld. Any permitted assignment shall provide that the transferee undertakes and is subject to and bound by all the terms and conditions of this Agreement.

7.3. Any statement, notice, request or other communication hereunder shall be deemed sufficiently given to the addressee when sent by certified mail and by fax to the address for each respective party specified below, or to such other address which one party may provide by written notice to the other during the term of this Agreement.

If to Licensor:

Thomas Backman
4915 Arendell Street, #313
Morehead City, NC 28557
Fax: 252-727-0996

Art Sutherland
309 Daniel Place
Victoria, BC Canada V9C 1W2
Fax:

If to BRR:

BRR Technologies, Inc.
4915 Arendell Street, #313
Morehead City, NC 28557
Fax: 252-727-0996

Attn: Thomas Backman
President


7.4. No waiver of any default, express or implied, made by either party hereto shall be binding upon the party making such waiver in the event of a subsequent default.

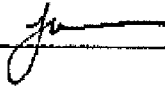
- 7.5. This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them, and neither of the parties shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein, or in any written agreement between the parties executed subsequent to the date of execution hereof, and signed by a proper duly authorized representative of the party to be bound thereby.
- 7.6. Neither Party shall have the right to make commitments of any kind for or on behalf of the other Party without the prior written consent of the other Party.
- 7.7. The Parties shall treat this Agreement as confidential.
- 7.8. If any paragraph or subparagraph of this Agreement shall be held invalid or unenforceable, it shall be deemed to be severed herefrom with the remaining paragraphs and subparagraphs hereof remaining in full force and effect.
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- 7.13. Headings and sub-headings set out in this Agreement are for convenience only, and are not to be deemed in any way to be a need to, or regard to the interpretation of any of the provisions of this Agreement.

IN WITNESS WHEREOF, each of the parties have caused this Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

Thomas Backman

BRR Technologies, LLC

By: 
Thomas Backman

By: 

Date: 12/30/08

Date: 12/30/08

By: Art Sutherland

Date: 01/20/09