

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Murad M Ismailov	08/01/2007
RECEIVING PARTY DATA	
Name:	AADI Inc.
Street Address:	4344 Maple Woods Drive W
City:	Saginaw
State/Country:	MICHIGAN
Postal Code:	48603
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11883628
CORRESPONDENCE DATA	
Fax Number:	(989)372-0010
Phone:	9893720010
Email:	gregboss@gmail.com
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Correspondent Name:	Greg Boss
Address Line 1:	4344 Maple Woods Dr. W
Address Line 4:	Saginaw, MICHIGAN 48603
NAME OF SUBMITTER:	Greg Boss
Total Attachments: 3 source=Doc 2.1B - Ismailov Assignment of Technology#page1.tif source=Doc 2.1B - Ismailov Assignment of Technology#page2.tif source=Doc 2.1B - Ismailov Assignment of Technology#page3.tif	

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ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Agreement") is made and entered into as of this 1st day of August, 2007, (the "Effective Date") by and among AADI, Inc., 1757 Killarney Dr., Holt, Michigan, 48842 ("AADI") and Dr. Murad Ismailov ("Ismailov");

WHEREAS, Ismailov owns the assets described on Schedule A ("IP"); and

WHEREAS, Ismailov desires to assign to AADI all its right, title and interest in the IP and all proprietary rights to AADI, and AADI desires to obtain the IP and all such proprietary rights.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. ASSIGNMENT AND COOPERATION.

1.1. Assignment and Release of Proprietary Rights. Ismailov hereby transfers and assigns all rights, title and interests in and to the IP to AADI, including, without limitation, all rights or interests pertaining to or deriving from patents, patent rights, inventions, methods, processes, compounds, copyrights, derivative works, trade secrets, trademarks, service marks, and trade names and all goodwill and activities associated therewith, however denominated or registered, throughout the world in all media now known or hereinafter created and all embodiments, claims and causes of action arising therefrom or relating thereto (collectively, "Proprietary Rights"). To the extent that any Proprietary Rights in the IP cannot be assigned and transferred by Ismailov, then Ismailov hereby grants AADI an irrevocable, worldwide, fully-paid up, royalty-free, exclusive license, with the right to sublicense through multiple tiers, to make, have made, use, offer to sell, sell, import, improve, reproduce, distribute, perform, display, transmit, manipulate in any manner, create derivative works based upon, and otherwise exploit or utilize in any manner the IP. The parties agree and acknowledge that the fair market value of the IP and Proprietary Rights assignments hereby and the promises made herein is TWENTY ONE MILLION DOLLARS (\$21,000,000).

1.2 Ismailov further agrees to provide, at AADI's request and expense, all further cooperation which AADI reasonably determines is necessary to accomplish the complete transfer of the IP and all associated rights to AADI, its successors, assigns and nominees, and to ensure AADI the full enjoyment thereof, including, without limitation, executing further applications, specifications, oaths, assignments, consents, releases, government communications and other commercially reasonable documentation. Ismailov will deliver the IP, and all embodiments thereof, to AADI in a commercially reasonable form within ten (10) days of the Effective Date.

1.3 Ismailov hereby releases, discharges, and covenants not to assert against the AADI, and AADI's parents, subsidiaries, contractors, customers, affiliates, agents, representatives, assignees, licensees, partners, joint venturers, and distributors all claims, causes, obligations, rights of action, or liabilities of any kind or nature, whether now existing or hereinafter arising, and whether known or unknown arising from or relating to Proprietary Rights, the IP, or any of them.

2. COMPENSATION

2.1. Ismailov agrees and acknowledges that no monetary compensation shall accrue to Ismailov pursuant to this Agreement and that the assignments and promises made herein constitute his capital contribution to AADI.

3. ISMAILOV'S REPRESENTATIONS AND WARRANTIES.

Ismailov hereby represents, warrants, and covenants as follows:

3.1. Ismailov is the sole and exclusive owner of all rights, title and interests in and to the IP and the Proprietary Rights, and there is not now any valid or outstanding right, title or interest in or to or for the IP adverse to or inconsistent with the Proprietary Rights conveyed, granted and assigned to AADI herein, or by which any of these rights or the enjoyment thereof by AADI might be invalidated, impeded or impaired. Ismailov has not done or omitted to do and will not do or omit to do any act or thing by license, grant or otherwise, which will or may impair or encumber any of the Proprietary Rights herein granted and assigned to AADI herein, or interfere with the full enjoyment by AADI of said Proprietary Rights.

3.2. Ismailov has full right, power and authority to enter into and perform the transactions contemplated herein, without need for any approval, license, or notice to any other person or entity or government. The execution, delivery and performance of this Agreement, and the documents contemplated herein by Ismailov, and the consummation by Ismailov of the transaction contemplated herein, have been duly authorized by all necessary actions.

4. GENERAL PROVISIONS.

4.1. This Agreement will be binding upon, inure to the benefit of, and be enforceable by the legal representatives, agents, successors and assigns of the parties.

4.2. The rights transferred, granted and assigned in this Agreement by Ismailov to AADI and the representations, warranties, undertakings and agreements made in this Agreement by Ismailov will endure in perpetuity and will be in addition to any other rights, licenses, privileges and property of AADI.

4.3. If any clause or provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws, then such clause or provision will be severed from this Agreement and the Agreement will be enforced to the fullest extent permitted by law in a manner that it consistent with the intentions of the parties hereto.

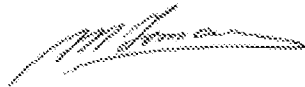
4.4. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan without regard to its conflicts of laws principles. All disputes arising from or related to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts in the Eastern District of Michigan.

4.5. EACH PARTY ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, SUCH PARTY HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND HAS READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

* * *

IN WITNESS WHEREOF, the parties have agreed to the foregoing as of the Effective Date:

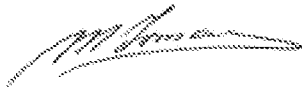
By:



Name: Dr. Murad Ismailov

AADI, INC.

By:



Name: Murad M. Ismailov

Title: President, Owner and Inventor

Assignment Agreement

Schedule A

The "IP" shall mean all property owned by Ismailov arising from or related to Fuel injection system and fuel injector with improved spray generation [PCT-1247754, WO2006/084084, US60/650,390] and DELPI [PATENT SAY01 P-100, Express Mail No. EV900885584US 7/31/2006], including without limitation, all (i) inventions, methods, processes, compounds, know-how, or improvements; (ii) all presentations, data, information, ideas, works, derivatives, designs, notes, charts, lab books, trademarks, brand identifiers, information, or files each in whatever form embodied; (iii) all royalties, income, fees; (iv) all patents, applications, continuations, continuations in part, renewals or divisionals; and (v) all embodiments arising therefrom or related to any of the foregoing.