

PATENT ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRANSFER OF 10% OWNERSHIP
CONVEYING PARTY DATA	
Name	Execution Date
Richard Jessop	04/29/2005
RECEIVING PARTY DATA	
Name:	Shoot the Moon Products II, LLC
Street Address:	3825 Hopyard Rd #106
City:	Pleasanton
State/Country:	CALIFORNIA
Postal Code:	94588
PROPERTY NUMBERS Total: 3	
Property Type	Number
Patent Number:	7310080
Application Number:	11980755
Application Number:	12781545
CORRESPONDENCE DATA	
Fax Number:	(703)288-5139
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<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:	H.C. Park & Associates, PLC
Address Line 1:	8500 Leesburg Pike, Suite 7500
Address Line 4:	Vienna, VIRGINIA 22182
ATTORNEY DOCKET NUMBER:	P4499US
NAME OF SUBMITTER:	Hae-Chan Park
Total Attachments: 3 source=P4499USXX_Assignment#page1.tif source=P4499USXX_Assignment#page2.tif source=P4499USXX_Assignment#page3.tif	

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REEL: 027280 FRAME: 0888

PATENT OWNERSHIP AND INVESTMENT AGREEMENT

This agreement is entered into on April, ____ 2005 between Richard Jessop (hereafter referred to as "RJ") and Shoot the Moon products II,LLC (hereafter referred to as "STM").

WHEREAS RJ is the owner of patent application 09/803.445

WHEREAS STM wishes to purchase a 10% ownership in patent application 09/803.445

Definitions:

"Patent Application" shall mean any of the following; 1) US patent application 09/803.445, 2) any future US or international patents that may issue from US Patent Application 09/803.445 including but not limited to continuations, applications in part, re-issues, divisionals and foreign counterparts or 3) any other US or international patents which contain the electrowetting display technology as disclosed in patent application 09/803.445.

In consideration of the forgoing the parties agree to the following terms and conditions:

Warranties:

RJ hereby warrants and represents to STM that A) he is the sole and exclusive owner of Patent Application , B) has not sold, transferred, assigned, licensed or otherwise encumbered Patent Application with any other person or entity C) has not sold, transferred, assigned, licensed or otherwise encumbered patents which may issue from Patent Application, and D) will not sell, transfer, assign or license Patent Application or patents which may issue from Patent Application to any other person or entity without prior notification to STM, and E) has not entered into any other agreements which may conflict with this agreement.

STM hereby warrants and represents to RJ that A) it will not transfer, assign, license or otherwise encumber Patent Application to any other person or entity without prior written consent from RJ; and B) it has not entered into any other agreements which may conflict with this agreement.

Grant of Rights:

RJ hereby grants to STM a 10% ownership in and to Patent Application. This 10% ownership of patents granted from Patent Application shall be recorded with the USPTO. STM shall be listed along with RJ as an assignee of patents granted from Patent Application.

Consideration:

In consideration of the forgoing STM will pay RJ the sum of \$50,000.00 (Fifty thousand US dollars) upon execution of this agreement.

Future Rights:

STM will have the option at its sole discretion to purchase an additional 10% ownership in Patent Application for an additional amount of \$50,000.00 provided that this option is exercised by STM within 3 months from the execution date of this Agreement. RJ hereby agrees that after the elapse of the aforementioned three months' period, he will not accept funds as investment relating to Patent Application or its contents by any party which has been introduced to RJ by STM within the aforementioned three months period without first obtaining the written consent of STM.

Expenses:

RJ and STM shall share in the expenses of US and international patent prosecution and the expenses for development of electrowetting or electrostatic display applications as described in Patent Application at a rate equal to each parties' ownership percentage of Patent Application. The responsibility for shared expenses shall end under the following circumstances; 1) when any of the patents are assigned, licensed or sold to any third party or 2) when money is raised from a third party.

Future Income:

RJ and STM shall share in any and all monies generated from commercial exploitation of Patent Application including but not limited to licensing, sales, assignments and sublicensing at a rate equal to the each party's respective ownership percentage of Patent Application.

Exploitation:

RJ and STM agree that neither party will license, assign or sell its ownership percentage of Patent Application independently. RJ has the sole right, having given prior notification to STM, to license, assign or sell the entirety of Patent Application to any third party provided that any revenue generated from any such exploitation of Patent Application will be shared by the parties to this Agreement at the rate equal to each party's respective ownership percentage of Patent Application.

Assignment:

Neither party may assign its rights under this License Agreement without the prior written consent of the other party.

Termination:

This agreement shall terminate at the end of the term of the last patent that is granted from Patent Application.

Applicable Law:

This License Agreement shall be constructed in accordance with the laws of the State of California.

No Joint Venture:

Nothing in this License Agreement shall be construed to place the parties in the relationship of partners or joint venturers, and neither party shall have the power to obligate or bind the other in any manner.

Force Majeure:

Neither party shall be liable for failure to perform any obligation under this License Agreement where such failure is due to acts beyond the reasonable control of such party.

Severability:

Invalidity, illegality or unenforceability of any part of this License Agreement shall not affect the validity, legality or enforceability of the balance thereof

Notices:

Any communication, report or notice required or permitted to be given under this License Agreement shall be made in writing and shall be deemed to have been duly and validly given effective upon receipt of same, or if sent by Certified or Registered Mail, effective three (3) days after mailing, addressed in each case as follows:

A) to Richard Jessop:
311 Mountain Road, Apt 6B
Union City, New Jersey 07087
attn: Richard V. Jessop

B) to Shoot the Moon
3825 Hopyard Rd #106
Pleasanton, Ca. 94588
Attn: David Small

Richard Jessop

Shoot the Moon

Name:

Richard V. Jessop

Name:

David Small

Date:

29.4.05

Date:

4/29/05

The Following exhibit is attached hereto:

Exhibit A: Patent Application 09/803,445