

## PATENT ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Agreement for Resignation and Relinquishment of Interest
CONVEYING PARTY DATA	
Name	Execution Date
Charles M McPherson	12/30/2009
RECEIVING PARTY DATA	
Name:	Prometheus Solutions, Inc.
Street Address:	400 North Pennsylvania
Internal Address:	Suite 940
City:	Roswell
State/Country:	NEW MEXICO
Postal Code:	88201
PROPERTY NUMBERS Total: 1	
Property Type	Number
PCT Number:	US1042665
CORRESPONDENCE DATA	
Fax Number:	(713)276-6020
Phone:	713-276-5020
Email:	houston.ip@gardere.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:	Chris P. Perque
Address Line 1:	1000 Louisiana
Address Line 2:	Suite 3400
Address Line 4:	Houston, TEXAS 77002
ATTORNEY DOCKET NUMBER:	134653-2000
NAME OF SUBMITTER:	Chris P. Perque
Total Attachments: 2 source=agreement#page1.tif source=agreement#page2.tif	

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AGREEMENT FOR  
RESIGNATION AND RELINQUISHMENT OF INTEREST

This Agreement for Resignation and Relinquishment of Interest is executed on this 20<sup>th</sup> day of December, 2009, by Charles M. McPherson, (McPherson) whose address is 431 Hwy 609, Delhi, Louisiana, 71232, and Prometheus Solutions, Inc., a Nevada Corporation, (Prometheus), whose address is 400 North Pennsylvania, Suite 670B, Roswell, New Mexico, 88201, both of whom are referred to as the "Parties".

**RECITALS:**

WHEREAS McPherson has been involved in a project involving the development of a new "mini-gun" type weapon called the H.A.R.D. 8; and

WHEREAS McPherson has previously sold and conveyed any and all rights he may have previously owned or enjoyed in the new "mini-gun" type weapon to Prometheus Solutions, Inc., a Nevada Corporation; and

WHEREAS Prometheus Solutions, Inc. has made multiple capital calls for the funding of the development of the weapon system; and

WHEREAS McPherson has other interests he is pursuing and has therefore been unable or unwilling to make those capital calls; and

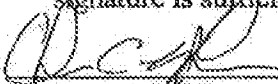
WHEREAS because of McPherson's desire to pursue other interests and his inability or unwillingness to make said capital calls, McPherson and Prometheus Solutions, Inc., desire to terminate their relationship;

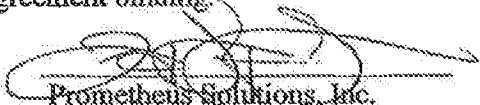
**THEN, IT IS THEREFOR AGREED AS FOLLOWS;**

1. For and in consideration of the forgiveness of the outstanding capital calls due Prometheus by McPherson, and the payment of the sum of Five Thousand Dollars and no cents by Prometheus to McPherson as provided for below, McPherson hereby resigns any position that he has held or enjoyed in Prometheus and/or its unorganized predecessor. McPherson also relinquishes and surrenders to Prometheus any and all rights and interests that he may have held or enjoyed in and to Prometheus and its unorganized predecessor, including but not limited to any rights, interests or claims to rights or interests in and to the new "mini-gun" type weapon system (H.A.R.D. 8) and any and all of its derivatives. McPherson also relinquishes and surrenders to Prometheus any and all rights and interests or claims to rights or interests to ownership or stock in Prometheus. McPherson further relinquishes and surrenders to Prometheus any and all rights and interests or claims to rights or interests in Prometheus' pending patent application, any patent or patents issued as a result of said patent application or amended or supplemented application or new applications, and any and all patents that flow directly or indirectly from, or are related to, the new "mini-gun" type weapon system and its derivatives.
2. Prometheus will pay the amount of Five Thousand Dollars and no cents to McPherson within sixty (60) days of the initial order for six (6) or more of the "mini-gun" type weapon system from any entity, which order is accompanied by payment therefor. The Five Thousand Dollar obligation shall bear no

interest. The execution of this Agreement by an officer of Prometheus shall constitute evidence of this obligation.

- 3. McPherson agrees not to disclose or reveal in any format, to any individual, entity or organization any of the details about the weapon system design, functionality, or operation.
- 4. This Agreement is made and entered into in New Mexico, and in the event either Party is forced to hire a lawyer to enforce this Agreement, New Mexico shall be the proper venue and the prevailing Party shall be entitled to an award of attorneys' fees.
- 5. This Agreement constitutes the entire agreement of the Parties. All previous discussions and representations are merged into this Agreement. A facsimile signature is sufficient to make this Agreement binding.

  
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 Charles M. McPherson

  
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 Prometheus Solutions, Inc.  
 By: David H. Stevens  
 Its: CEO