

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Rescission Dated 04/02/2001 Pursuant to Patent Assignment Agreement Dated 12/1998, Rescinding Assignment of Patent Rights dated 12/29/1998
CONVEYING PARTY DATA	
Name	Execution Date
Heritage Holdings Limited	04/02/2001
RECEIVING PARTY DATA	
Name:	Richard Grant
Street Address:	14036 Langley Place
City:	Davie
State/Country:	FLORIDA
Postal Code:	33325
Name:	Peter E. McGregor
Street Address:	1821 S.W. 107th Avenue
City:	Miami
State/Country:	FLORIDA
Postal Code:	33165
PROPERTY NUMBERS Total: 10	
Property Type	Number
Patent Number:	6606599
Patent Number:	7188067
Patent Number:	7447637
Patent Number:	7430511
Patent Number:	7426469
Patent Number:	7433823
Patent Number:	7447638
Patent Number:	7827035
Patent Number:	8000974

OP \$400.00 6606599

Application Number:

13179034

CORRESPONDENCE DATA

Fax Number: (617)646-8646

Phone: 617-646-8000

Email: patents_MelissaB@wolfgreenfield.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Melissa A. Beede

Address Line 1: Wolf, Greenfield & Sacks, P.C.

Address Line 2: 600 Atlantic Avenue

Address Line 4: Boston, MASSACHUSETTS 02210-2206

ATTORNEY DOCKET NUMBER:

N0484.70948US

NAME OF SUBMITTER:

Elizabeth C. Craig

Total Attachments: 4

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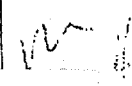
PATENT ASSIGNMENT AGREEMENT

This Agreement, entered into this ____ day of December, 1998, is by and between, Mr. Richard Grant, an individual, citizen of the State of Florida, residing at 14036 Langley Place, Davie, Florida 33325; Mr. Peter E. McGregor (a/k/a Pedro E. McGregor), an individual citizen of Peru, residing at 1821 S.W. 107th Avenue, Miami, Florida 33165; and Heritage Holdings Limited, a corporation of the British West Indies, registered to do business in the State of Florida, and having a place of business at 6000 Park of Commerce Blvd., Boca Raton, FL 33487 and is effective as of the date entered above.

The Parties to this AGREEMENT have certain understandings and expectations which serve as a foundation for this AGREEMENT:

- A. This AGREEMENT is intended to ensure only that Heritage secures proper title to a certain patent application already filed with the United States Patent and Trademark Office on December 23, 1998. The serial number is not yet known, but it was signed by Mr. Grant and Mr. McGregor on December 21, 1998, and is entitled: **A Method for Integrating Processes with a Multi-Faceted Human Centered Interface** (the "Application").
- B. Heritage intends to use the subject matter of the Application in a product(s) being readied for market at this time (the "Product").

Based upon these understandings and expectations, the parties hereby agree as follows:

- 1. Mr. Grant and Mr. McGregor agree to assign all right, title and interest in and to the Application to Heritage. This has already been done on a suitable form, but it is considered a part of this AGREEMENT.
 - 2. In consideration for their assignment of that part of the Application which consisted of their pre-existing technologies, Mr. Grant and Mr. McGregor will receive a royalty of \$0.50 for each unit of the Product and/or its derivatives produced and paid for, less promotional copies. This amount will be paid quarterly.
 - a. The quarterly payments will be made within thirty (30) days of the end of each calendar quarter, starting at the end of the first calendar quarter during which sales are made.
 - b. The quarterly payments will be accompanied by a statement showing the number of units produced during each month of the subject quarter and the number of units given away as promotional copies during each month, including to whom the promotional copies were given and why.
 - c. The quarterly payments will be made in U.S. dollars by corporate check.
 - d. Mr. Grant and Mr. McGregor shall have the right to inspect the books and records
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PATENT ASSIGNMENT AGREEMENT

of Heritage for purposes of checking the statements provided.

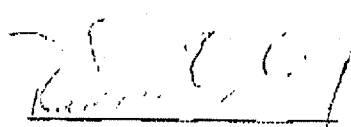
- i. The inspection may be made at any time during normal business hours (9:00 A.M. to 5:00 P.M.), and shall be made at the place where Heritage's books and records are kept in the normal course of business. Heritage shall notify Mr. Grant and Mr. McGregor of this location, and of any change in this location. Heritage may maintain its books and records in any location it chooses within the United States, excluding Hawaii and Alaska.
 - ii. The costs for the inspection shall be borne by Mr. Grant and Mr. McGregor, except as provided below and that Heritage shall be responsible for normal salary, overhead, etc. for its own personnel.
 - iii. If the inspection uncovers any shortfall in the amounts paid to Mr. Grant and Mr. McGregor, then the balance due shall be paid within three (3) business days, by wire transfer to the account specified by Mr. Grant and Mr. McGregor.
 - iv. If the inspection uncovers any shortfall in the amounts paid to Mr. Grant and Mr. McGregor, and the shortfall is in excess of one thousand dollars (\$1,000.00) or ten percent (10%) of the royalties actually paid, whichever is lower, then Heritage shall pay for the full costs of the inspection.
 - e. Mr. Grant and Mr. McGregor may change the account into which payment is made at any time by giving notice to Heritage at least five business days before any quarterly payment is due to be made.
3. If Heritage is not selling any Product at the end of 2000, this AGREEMENT shall be rescinded, and deemed null and void, without further action by any party. All rights in and to the Application will revert to Mr. Grant and Mr. McGregor, or as they may direct. Heritage agrees to execute any paper necessary to effect this transfer, at no charge to, but at the expense of, Mr. Grant and Mr. McGregor.
 4. Heritage shall have the right to assign its obligations under this AGREEMENT to any company, provided that notice thereof is given to Mr. Grant and Mr. McGregor, and the assignee company acknowledges the undertaking of the obligations of this AGREEMENT in writing within thirty (30) calendar days of the assignment. For ease of reference, in the case of an assignment of this AGREEMENT by Heritage, the term "Heritage" as used herein will be understood to include any assignee company. The assignee company shall also designate a new notice address as set forth below at the time of the acknowledgment specified in this paragraph.
 5. If either or both Mr. Grant and/or Mr. McGregor own technologies other than the technology which is the subject matter of the Application, and Heritage is interested in acquiring an interest in such other technology, it shall be the subject of further negotiations, with no promise on either side of this AGREEMENT that any further agreement may be reached

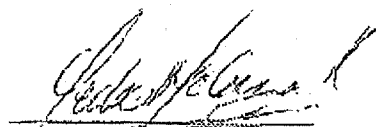
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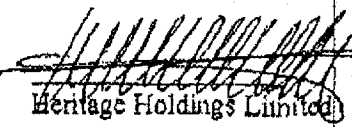
thereon.

6. In the event of any dispute between the parties to this AGREEMENT, it shall be settled by binding arbitration, under the rules and auspices of the American Arbitration Association then obtaining, with a locus of dispute resolution at Miami, Florida, or such other place as the parties may direct. Any award may include not only monetary relief, but also injunctive relief, as the arbitrator may deem appropriate, and any such award may be enforced in any court having jurisdiction.
7. Notices to Heritage shall be sent to its address as specified above, to the Attention of Mr. Yanni Koutsoubos, unless, by notice, that shall be changed.
8. Notices to Mr. Grant and Mr. McGregor shall be sent to their respective home addresses as specified above, unless, by notice, that shall be changed.
9. Notices may be sent by any means reasonably intended to result in receipt, such as mail, overnight delivery of fax transmission. Notice shall be considered delivered when actually received, and any proof of receipt shall be acceptable, such as fax answer-back, Postal Service return receipt, or signed receipt for overnight delivery.
10. This AGREEMENT shall be construed under the laws of the State of Florida.

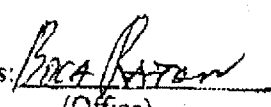
AGREED:


Richard Grant


Peter McGregor


Heritage Holdings Limited

By: 
(Printed Name)

Its: 
(Office)

Date: December 21, 1998 Date: December 30, 1998

Date: December 30, 1998