

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Rensselaer Polytechnic Institute	12/16/2011
RECEIVING PARTY DATA	
Name:	Dynamic Advances, LLC
Street Address:	719 W. Front Street, Suite 242
City:	Tyler
State/Country:	TEXAS
Postal Code:	75702
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	5327893
Patent Number:	5637185
Patent Number:	7177798
Patent Number:	7306337
CORRESPONDENCE DATA	
Fax Number:	4087736177
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	8668774883
Email:	patents@fseip.com
Correspondent Name:	TAREK N. FAHMI, APC
Address Line 1:	84 W. Santa Clara St., Suite 550
Address Line 4:	San Jose, CALIFORNIA 95113
ATTORNEY DOCKET NUMBER:	11000361-DYNAD
NAME OF SUBMITTER:	Tarek N. Fahmi
Signature:	/Tarek N. Fahmi/

OP \$160.00 5327893

Date:

05/10/2013

Total Attachments: 22

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EXCLUSIVE LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the "Agreement") is made and is effective as of 12/16 2011, (the "Effective Date") by and between **Rensselaer Polytechnic Institute**, having its Office of Technology Transfer at 110 Eighth St., Troy, NY 12180 ("RPI"), and Dynamic Advances, LLC, a limited liability corporation having a principal place of business at 719 W. Front Street, Suite 242, Tyler, Texas 75702 ("Licensee").

RECITALS

WHEREAS, certain inventions embodied in the RPI Patent Rights (as defined below) collectively referred to as the "Inventions," were made in the course of research at RPI, under the direction of certain inventors of RPI (the "Inventors");

WHEREAS, the development of the Inventions was or may have been sponsored in part by the U.S. Government, and as a consequence this Agreement is subject to overriding obligations to the federal government as set forth in 35 U.S.C. §§202-212 and applicable governmental implementing regulations;

WHEREAS, Licensee wishes to obtain exclusive licensing rights from RPI for the commercial development, manufacture, use, sale and importation of the Inventions, and, additionally, rights to sublicense same, and RPI is willing to grant such rights on the terms and conditions set forth in this Agreement; and

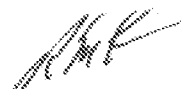
WHEREAS, RPI wants the Inventions to be developed, utilized and monetized to the fullest extent so that the benefits can be enjoyed by the general public and benefit RPI and its mission.

NOW THEREFORE, the parties agree as follows:

1. DEFINITIONS

1.1. "Affiliate" means, with respect to any Person, any other Person in whatever country organized, that controls, is controlled by, or is under the common control with such Person. The term "control" means possession, direct or otherwise, of the power to direct or cause the direction of the management and policies of an Entity, whether through the ownership of voting securities, by contract or otherwise. Acting as an advisor, consultant or lender to an Entity does not give rise to an "Affiliate" relationship between the advisor/consultant/lender and the Entity.

1.2. "Confidential Information" means all data, information, and/or tangible material owned or controlled by RPI and acquired by Licensee, its Affiliates or its sublicensees directly or indirectly from or through RPI, its units, its employees, the Inventors or its consultants relating to the Inventions, Licensed Products, or this Agreement, including, but not limited to, all Patent prosecution documents and all information received from the Inventors as well as all RPI Technology and except as Licensee reasonably requires to fulfill its obligations and exercise its rights under this Agreement, the terms, conditions and existence of



this Agreement.

1.3. "Entity" means any corporation, partnership, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity (or any department, agency, or political subdivision thereof) or any other legal entity.

1.4. "Issued or Pending Claim" means any existing, as of the Effective Date, previously presented, or subsequently added new claim of any patent application or claim of any issued patent comprising the RPI Patent Rights.

1.5. "Licensed Method" means any process, method, or use that is covered by any or all of the RPI Patent Rights or the use or practice of which would constitute, but for the license granted to Licensee pursuant to this Agreement, an infringement of any Issued or Pending Claim.

1.6. "Licensed Product(s)" means any material, product, or kit, or any service, process, or procedure that either (i) is covered by any Issued or Pending Claim; (ii) the discovery, development, registration, manufacture, use, or sale of which would constitute, but for the license granted to Licensee pursuant to this Agreement, an infringement of any RPI Patent Rights or Licensed Method; or (iii) is discovered, developed, made, sold, registered, or practiced using RPI Patent Rights or the Licensed Method or which may be used to practice the Licensed Method, in whole or in part.

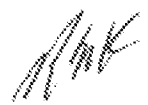
1.7. "RPI Patent Rights" means the U.S. Patent Applications and U.S. Patent(s) issuing thereon and the U.S. Patents, all as listed on Exhibit A to this Agreement, and foreign patent(s) and patent application(s) corresponding or claiming priority to all of the foregoing, owned or controlled by RPI, including any reissues, reexamination certificates, extensions (including governmental equivalents thereto), substitutions, continuations, and divisionals, wherever existing, all of which are listed on Exhibit A to this Agreement. If at any time in the future during the term of this Agreement, additional patents or applications are identified that satisfy the above definition of "RPI Patent Rights", RPI and Licensee shall meet to discuss amending Exhibit A to include such patents or applications, it being agreed that RPI shall not unreasonably withhold or refuse to grant its consent to the same being included as part of the RPI Patent Rights.

1.8. "RPI Technology" means all information, know-how and physical objects to the extent reasonably necessary or useful to practice the Inventions, owned or controlled by RPI, which RPI has the right to disclose and license to third parties without incurring obligations, and which was created and/or discovered by one or more of the Inventors or under the direction of one or more of the Inventors prior to the Effective Date of this Agreement.

1.9. "Person" means a person or an Entity.

1.10. "Territory" means Worldwide.

2. GRANT



2.1. Subject to Section 4.1, RPI hereby grants to Licensee an exclusive license under the RPI Patent Rights to make, have made, use, import, put into use, distribute, sell and have sold Licensed Products and to practice the Licensed Method in the Territory during the term of this Agreement.

2.2. If any of the Inventions was funded by the U.S. Government, the license granted hereunder shall be subject to the overriding obligations to the U.S. Government set forth in 35 U.S.C. §§200-212 and any future amendments thereto, and applicable governmental implementing regulations, as well as any other applicable governmental restrictions, if any, including, without limitation (i) to the obligation to manufacture in the United States Licensed Products intended for consumption in the United States unless a waiver is obtained, and (ii) to the royalty free non-exclusive license thereunder to which the U.S. Government is entitled.

2.3. RPI expressly reserves the right to have the Inventions and associated intellectual property rights licensed hereunder used for educational, research and other noncommercial purposes and to publish the results thereof.

2.4. Subject to the provisions of this Section 2.4, Licensee hereby grants to RPI a non-exclusive, worldwide, paid-up license, with right to sublicense, to make, use, and sell Licensed Products using unpatented and/or patented Improvements discovered and/or developed by or on behalf of Licensee, its Affiliates, or sublicensees during the term of this Agreement and which Licensee has the right to disclose and to license to third parties without incurring obligations. For purposes of this Agreement, "Improvements" shall mean any changes or additions to the RPI Patent Rights, but shall not include rights acquired from third parties with which Licensee contracts in furtherance of its business plans. Notwithstanding anything to the contrary herein, during the term of this Agreement as long as Licensee retains its exclusive grant of license rights from RPI pursuant to the terms of this Agreement, neither RPI nor its sublicensees shall have the right to practice the license rights granted pursuant to this Section or otherwise sublicense, make, use, or sell Licensed Products for commercial purposes. The grant of license rights by Licensee to RPI shall survive the termination or expiration of this Agreement.

3. SUBLICENSES

3.1. RPI grants to Licensee the exclusive right to grant sublicenses to third parties under any or all of the exclusive licenses granted in Article 2, provided Licensee has current exclusive rights thereto under this Agreement at the time it exercises a right of sublicense. To the extent applicable, such sublicense shall include all of the rights of and obligations due to RPI (and to the United States Government) that are contained in this Agreement, including, without limitation, Section 24 (*Export Control Laws*). In addition any sublicense must include the following provisions, which will be effective in the event a sublicensee brings an action or proceeding seeking to invalidate any RPI Patent Rights: (i) Sublicensee will double all payments owed to Licensee during the pendency of such action or proceeding (moreover, should the outcome of such action or proceeding determine that any claim of a patent challenged by the sublicensee is both valid and infringed by a Licensed Product, sublicensee will pay triple all payments owed to Licensee after the pendency of the aforementioned action), (ii) Sublicensee will have no right to recoup any royalties or other payments paid before or during the pendency of the aforementioned action, (iii) any dispute regarding the validity of any RPI Patent Rights shall be litigated in the courts located in the State

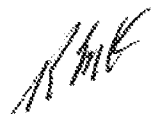


of Delaware, and the parties agree not to challenge personal jurisdiction in that forum, and (iv) Sublicensee shall not pay royalties or other payments into any escrow or other similar account. Licensee shall indemnify, defend and hold RPI harmless from any reasonable costs, expenses (including reasonable costs and expenses of attorneys and experts) and liability respecting all such actions or proceedings.

3.2. Each sublicensee, and the form and substance of each sublicense, shall be subject to the prior written approval of RPI, in each case, which approval shall not be unreasonably withheld. Further, RPI shall convey its approval or rejection of the identity of the sublicensee and the form and substance of each sublicense to Licensee no later than three (3) business days after notice thereof has been provided to RPI. RPI may give notice of such approval or rejection by email or fax. If Licensee has not received RPI's approval or rejection within such time period, RPI will be deemed to have consented to the identity of the sublicensee and the form and substance of the sublicense. Within thirty (30) days after execution thereof, Licensee shall provide RPI with a copy of each sublicense issued hereunder, and shall thereafter collect payment of and deliver all royalties and other obligations due RPI hereunder relating to the sublicensees and summarize and deliver all reports due RPI hereunder relating to the sublicensees.

3.3. Upon termination of this Agreement for any reason, all sublicenses granted prior to such termination shall be assigned to RPI.

4.3. RPI acknowledges that (i) the obligations of Licensee under this Agreement are contractual only and do not create any fiduciary or other relationship between them; and (ii) Licensee has not represented and is not representing that it will be successful in its efforts to monetize, license or commercialize the RPI Patent Rights and, accordingly, makes no representation as to the value, if any, of the possible Recoveries.

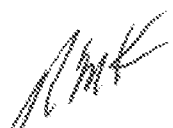


4.4. Licensee shall have the exclusive right to prosecute any and all infringements of any RPI Patent Rights following the exercise of the RPI Patent Rights by Licensee, its Affiliates or sublicensees. Licensee may enter into settlements, stipulated judgments or other arrangements respecting such infringement, at its own expense, but only with the prior written consent of RPI, which consent shall not be unreasonably withheld. RPI shall permit any action to be brought in its name if required by law, and Licensee shall indemnify, defend and hold RPI harmless from any reasonable costs, expenses (including reasonable costs and expenses of attorneys and experts) and liability respecting all such actions or proceedings. RPI shall provide reasonable assistance of a technical nature that Licensee may require in any litigation arising in accordance with the provisions of this Section, for which Licensee shall pay to RPI a reasonable hourly rate of compensation, plus out-of-pocket expenses. If Licensee elects not to prosecute any such infringement, Licensee shall notify RPI in writing promptly and notwithstanding Licensee's exclusive rights, RPI shall have the right to prosecute such infringement on its own behalf. If Licensee elects not to prosecute any such action or proceeding to completion and RPI continues to prosecute the same, then any damages or other recovery incurred in such infringement action or proceeding shall be the sole property of RPI.

5. DILIGENCE

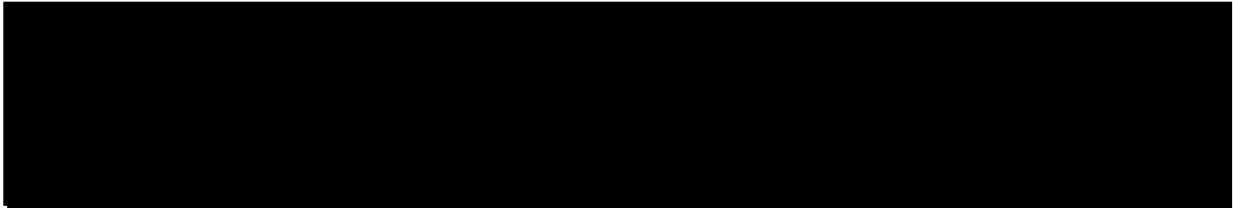
5.1. Licensee, upon and after execution of this Agreement, shall use commercially reasonable efforts to develop, test, obtain any required governmental approvals, manufacture, market and sell Licensed Products and engage sublicensees to undertake same, in the Territory within a reasonable time (but not greater than four (4) years) after execution of this Agreement and in quantities sufficient to meet the market demands. Licensors may terminate the license rights granted hereunder with respect to any RPI Patent Rights for which Licensee has failed to sell Licensed Products or enter into sublicenses to sell Licensed Products within such four (4) year period, by giving Licensee notice in accordance with Sections 9.1 and 17.

5.2. Licensee shall be entitled to exercise prudent and reasonable business judgment in meeting its diligence obligations in this Article 5.



5.3. In addition to the general diligence requirements set forth in Sections 5.1 and 5.2, Licensee shall perform the following:

- (i) By September 1 of each year, provide RPI with annual updates to Licensee's business plan.



6. PROGRESS, PAYMENT REPORTS, MEETINGS

6.1. Beginning twelve (12) months after the Effective Date, and annually thereafter, Licensee shall submit to RPI a progress report covering Licensee's activities related to the research, development and testing of Licensed Products and the obtaining of applicable governmental approvals necessary for marketing. These progress reports shall be made for each Licensed Product in each country of the Territory.

6.2. Licensee shall have a continuing responsibility to keep RPI informed of the large/small entity status (as defined by the United States Patent and Trademark Office) of itself and its sublicensees.

6.3. By the anniversary of the Effective Date of each year, Licensee shall report to RPI in its progress and payment report the date of first commercial sale of each Licensed Product in each country.

6.4. If no sales of Licensed Products have been made during any reporting period, a statement to this effect shall be made by Licensee.

7. BOOKS AND RECORDS

7.1. Licensee shall keep books and records in accordance with applicable business practices and accounting principles consistently applied accurately showing all transactions and information relating to this Agreement. Such books and records shall be preserved for at least five (5) years from the date of the entry to which they pertain and shall be open to inspection by representatives or agents of RPI once per year at reasonable times upon reasonable notice.

7.2. The fees and expenses of RPI's representatives performing such an examination shall be borne by RPI. However, if an error in the payments made during any quarter of more than five percent (5%) of such payments due is discovered, or if as a result of the examination it is determined that Licensee is in material breach of any of its other obligations under this Agreement, then the reasonable fees and expenses of these representatives shall be borne by Licensee, and Licensee shall promptly reimburse RPI for reasonably documented audit expenses as well as all overdue payments plus late fees calculated in accordance with Exhibit B.

8. TERM OF THE AGREEMENT

8.1. Unless otherwise terminated by operation of law or by acts of the parties in accordance with the provisions of this Agreement, this Agreement shall be in force from the Effective Date and shall remain in effect in each country of the Territory until the earlier of (i) the expiration of the last-to-expire patent licensed under this Agreement in such country, or (ii) in the event of a breach of payment obligations that is not cured within ten (10) business days of written notice of the breach.

8.2. Any termination or expiration of this Agreement shall not affect the rights and obligations set forth in the following Articles: 4, 7, 8, 11, 12, 13, 16, 17, 23 and 24.

8.3. Any termination or expiration, other than as a result of a material breach by RPI of its warranty under Section 13.1 under this Agreement shall not relieve Licensee of any obligation or liability accrued hereunder prior to such termination or rescind anything done by Licensee or any payments made to RPI hereunder prior to the time such termination or expiration becomes effective, and such termination or expiration shall not affect in any manner any rights of the parties arising under this Agreement prior to such termination or expiration.

9. TERMINATION FOR CAUSE

9.1. Except as provided for in Section 8.1, if one party should breach or fail to perform any provision of this Agreement, then the other party may give written notice of such default (Notice of Default) to the breaching party. If the breaching party should fail to cure such default within sixty (60) days of notice thereof, the non-breaching party shall have the right to terminate this Agreement and the licenses herein by a second written notice (Notice of Termination) to the breaching party. If a Notice of Termination is sent to breaching party, this Agreement shall automatically terminate on the effective date of such notice. Termination, other than as a result of a material breach by RPI of its warranty pursuant to Section 13.1, shall not relieve breaching party of its obligation to pay all amounts due to the non-breaching party as of the effective date of termination and shall not impair any accrued rights of the non-breaching party.

10. VOLUNTARY TERMINATION BY LICENSEE

10.1. Licensee shall have the right at any time to terminate this Agreement in its entirety by giving one hundred and twenty (120) days advance notice thereof in writing to RPI.

11. DISPOSITION OF LICENSED PRODUCTS AND INFORMATION ON HAND UPON TERMINATION

11.1. Upon termination of this Agreement by either party (i) Licensee shall have the privilege of disposing of all previously made or partially made Licensed Products (Licensee may complete partially made Licensed Products), but no more than within a period of one hundred and eighty (180) days after the initial notice of termination given pursuant to Section 9.1 or 10.1 hereunder, provided, however, that the disposition of such Licensed Products shall be subject to the terms of this Agreement; (ii) Licensee shall

promptly return, and shall cause its Affiliates to return, to RPI all property belonging to RPI that has been provided to Licensee or its Affiliates hereunder, and all copies and facsimiles thereof and derivatives therefrom (except that Licensee may retain one copy of written material for record purposes only, provided such material is not used by Licensee for any other purpose and is not disclosed to others); and (iii) Licensee shall provide RPI, as reasonably requested by RPI, and at RPI's cost with copies of all information, know-how, trade secrets and inventions, whether or not patented by Licensee which are useful in marketing Licensed Product, and RPI shall have the royalty free non-exclusive, worldwide right, with right of sublicense, to use such information, to the extent Licensee is free to license it, in connection with its research and in connection with the relicensing of the RPI Patent Rights.

12. USE OF NAMES, TRADEMARKS, AND CONFIDENTIAL INFORMATION

12.1. Nothing contained in this Agreement shall be construed as granting any right to Licensee or its Affiliates to use in advertising, publicity, or other promotional activities or otherwise any name, trade name, trademark, or other designation of RPI or any of its units (including contraction, abbreviation or simulation of any of the foregoing). Unless required by law or consented to in advance in writing by an authorized representative of RPI, the use by Licensee of the name, "Rensselaer," "Rensselaer Polytechnic Institute," "RPI" or any campus or unit of RPI is expressly prohibited.

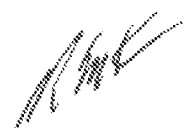
13. LIMITED WARRANTY

13.1. RPI warrants to Licensee that it has the lawful right to grant this license.

13.2. This Agreement and the associated Inventions are provided WITHOUT WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED. RPI MAKES NO REPRESENTATION OR WARRANTY THAT THE LICENSED PRODUCTS OR LICENSED METHODS WILL NOT INFRINGE ANY PATENT OR OTHER PROPRIETARY RIGHT.

13.3. Except as set forth in this Article 13, nothing in this Agreement shall be construed as:

- (a) a warranty or representation by RPI as to the validity or scope of any RPI Patent Rights;
- (b) a warranty or representation by RPI that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents or other intellectual property rights of third parties;
- (c) an obligation to bring or prosecute actions or suits against third parties except as provided in Article 15;
- (d) conferring by implication, estoppel or otherwise any license or rights under any patents or other intellectual property of RPI other than the RPI Patent Rights, regardless of whether such patents are dominant or subordinate to the RPI Patent Rights; or



(e) an obligation to furnish any know-how not provided in RPI intellectual property licensed hereunder.

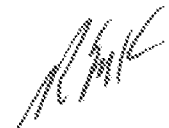
14. PATENT PROSECUTION AND MAINTENANCE

14.1. RPI shall diligently prosecute and maintain the RPI Patent Rights using counsel of its choice. RPI's counsel shall take instructions only from RPI. RPI shall keep Licensee informed and apprised of the continuing prosecution of the RPI Patent Rights. Licensee agrees to keep this documentation confidential.

14.2. RPI shall give due consideration to amending any patent application to include claims reasonably requested by Licensee to protect the Licensed Products contemplated to be sold pursuant to this Agreement.

14.4. RPI shall, at the request of Licensee, file, prosecute, and maintain patent applications and patents covered by the RPI Patent Rights in foreign countries, if available. Licensee consents to the filing of all PCT and foreign patent applications that have already been filed as of the Effective Date. Licensee shall notify RPI within six (6) months of the filing of the corresponding United States application of its decision to obtain all other foreign patents. This notice shall be in writing and shall identify the countries desired. The absence of such a notice from Licensee shall be considered by RPI to be an election not to request foreign rights.

14.5. Licensee's obligation to underwrite and to pay Patent Maintenance Fees shall continue for so long as Licensee retains its exclusive grant of license rights from RPI pursuant to the terms of this Agreement, provided, however, that Licensee may terminate its obligations with respect to any given patent application or patent upon thirty (30) days prior written notice to RPI (the "Termination Notice Period"). RPI shall use reasonable efforts to curtail future patent costs when such a notice is received from



Licensee. Licensee shall promptly pay patent costs due or incurred within the Termination Notice Period which cannot be so curtailed. Upon expiration of the Termination Notice Period, RPI may continue prosecution and/or maintenance of such application(s) or patent(s) at its sole discretion and expense, and Licensee shall have no further right or licenses thereunder.

14.6. RPI may discontinue the prosecution and/or maintenance of any RPI Patent Rights for which Licensee has not timely paid all Patent Maintenance Fees in accordance with Section 14.3 if such payments with all applicable late fees are not made in full within thirty (30) days of RPI's notice to Licensee of its election to exercise its rights under this Section. Any such patents, the Patent Maintenance Fees and all applicable late fees for which are not then paid, shall thereafter be excluded from the definition of RPI Patent Rights. All rights to such patents shall revert to RPI and may be freely licensed by RPI. No such notice shall have any effect on Licensee's obligations to pay expenses and late fees incurred up to the effective date of such election.

14.7. RPI shall have the right to file patent applications at its own expense in any country or countries in which Licensee has not elected to secure patent rights or in which Licensee's patent rights hereunder have terminated, and such applications and resultant patents shall not be subject to this Agreement and may be freely licensed by RPI to third parties together with applicable RPI Technology.

14.9. No Joint Research Agreement. Neither this Agreement nor the [REDACTED] shall be construed to be a "joint research agreement" as that term is defined in Section 103(c)(3) of the Patent Act (35 U.S.C. § 103(c)(3)), as the Patent Act shall be amended by Section 3 of America Invents Act (35 U.S.C. § 100(h)) (*effective March 16, 2013*). Inventorship of intellectual property generated by access to RPI's inventions will be determined according to U.S. patent laws. If Licensee invokes the CREATE Act (35 U.S.C. § 103(c)(2)), or Section 102(b) or (c) of the U.S. Patent Act (35 U.S.C. § 102(b), (c)) as amended by Section 3 of the America Invents Act (*effective March 16, 2013*) to overcome any prior art rejections, however, all patents obtained by Licensee by asserting that this Agreement is a joint research agreement will be owned by RPI and become part of the RPI Patent Rights.

15. PATENT MARKING AND INFRINGEMENT

15.1. Licensee shall mark or cause to be marked all Licensed Products made, used, sold imported, exported, or otherwise disposed of under the terms of this Agreement, and/or their containers, in accordance with the applicable patent marking laws of the countries in which such activities occur.

15.2. Each party agrees to cooperate with the other in litigation proceedings instituted hereunder but at



the expense of the party on account of whom suit is brought for out-of-pocket expenses. Such litigation shall be controlled by the party bringing the suit. Each party may be represented by counsel of its choice at its own expense.

16. INDEMNIFICATION AND INSURANCE

16.1. Licensee shall indemnify, hold harmless and defend RPI, its governors, trustees, officers, employees, students, agents and the Inventors against any and all claims, suits, losses, liabilities, damages, costs, fees and expenses resulting from or arising out of the exercise of the rights granted under this Agreement by Licensee, its Affiliates and sublicensees, including, without limitation, reasonable attorney fees and other reasonable costs and expense of litigation. This indemnification shall include, but is not limited to, any and all claims alleging product liability.

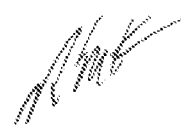
16.2. Throughout the term of this Agreement, and to the extent applicable from and after the date of first commercial sale of a Licensed Product, Licensee shall maintain commercially issued policies of insurance from an insurer licensed in the State of New York and reasonably acceptable to RPI, or a program of self-insurance if such program is approved in advance in writing by an authorized representative of RPI, which provide coverage and limits as required by applicable statute, but in any event, as necessary to prudently insure the activities and operations of Licensee, including, without limitation, its indemnification obligations under this Agreement. The commercial general liability insurance policy, or liability self-insurance program, shall include the interests of RPI as an additional insured and provide coverage limits of not less than \$5,000,000 combined single limits as respects premises, operations, contractual liability and, if applicable, liability arising out of products and/or completed operations. Licensee shall provide RPI with certificates of insurance for commercially insured policies on or before January 15 of each year during the Term.

It is expressly agreed that the insurance or self-insurance are minimum requirements which shall not in any way limit the liability of Licensee and shall be primary coverage. Any insurance or self-insurance program maintained by RPI shall be excess and noncontributory.

16.3. RPI shall promptly notify Licensee in writing of any claim or suit brought against RPI in respect of which RPI intends to invoke the provisions of Article 16. Licensee shall keep RPI informed on a current basis of its defense of any claims pursuant to Article 16.

17. NOTICES

17.1. Any notice or payment required to be given to either party shall be deemed to have been properly given and to be effective (a) on the date of delivery if delivered in person, (b) five (5) days after mailing if mailed by first-class certified mail, postage paid and deposited in the United States mail, to the respective addresses given below, or to such other address as it shall designate by written notice given to the other party, (c) on the date of delivery if delivered by express delivery service such as Federal Express or DHL or (d) or as otherwise agreed upon in writing by the parties.



In the case of Licensee:

Dynamic Advances, LLC
719 W. Front Street, Suite 242
Tyler, Texas 75702
fax (866) 278-3248

Copy to:

IP Navigation Group, LLC
5420 LBJ Freeway, Suite 750
Dallas, Texas 754
info@ipnav.com

In the case of RPI:

Rensselaer Polytechnic Institute
Office of Intellectual Property, Technology Transfer and New Ventures
110 Eighth St.
Troy, NY 12180
Attention: Executive Director

18. ASSIGNABILITY

This Agreement is binding upon and shall inure to the benefit of RPI, its successors and assigns, but shall be personal to Licensee and assignable by Licensee only to Licensee's Affiliates, without need for RPI's prior consent, or otherwise with the written consent of RPI.

19. WAIVER

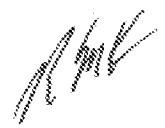
It is agreed that failure to enforce any provisions of this Agreement by a party shall not be deemed a waiver of any breach or default hereunder by the other party. It is further agreed that no express waiver by either party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

20. FAILURE TO PERFORM

In the event of a failure of performance due under the terms of this Agreement and if it becomes necessary for either party to undertake legal action against the other on account thereof, then the prevailing party shall be entitled to reasonable attorney's fees in addition to costs and necessary disbursements.

21. GOVERNING LAWS

THIS AGREEMENT SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAW PROVISIONS.



22. DISPUTE RESOLUTION

22.1 Mediation. In the event of any dispute, claim, question or disagreement arising from or relating to this Agreement or the breach thereof, and such dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association ("AAA") under its Commercial Mediation Procedures before resorting to arbitration as provide in this Agreement. The location of all mediation proceedings shall be in the County of Rensselaer, State of New York, U.S.A.

22.2 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which has not been resolved by mediation as provided in this Agreement shall be settled by binding arbitration in accordance with the AAA Commercial Arbitration Rules and the procedures set forth below. In the event of any inconsistency between the rules of the AAA and the procedures set forth below, the procedures set forth below shall control. Judgment upon the award rendered by the arbitrators may be enforced in any court having jurisdiction thereof.

22.2.1 Location. The location of the arbitration shall be in the County of Rensselaer, State of New York, U.S.A.

22.2.2 Selection of Arbitrators. The selection of an arbitrator(s) shall be in accordance with AAA rules unless the parties shall otherwise agree.

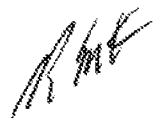
22.2.3 Case Management. Prompt resolution of any dispute is important to both parties; and the parties agree that the arbitration of any dispute shall be conducted expeditiously. The arbitrator(s) is instructed and directed to assume case management initiative and control over the arbitration process (including scheduling of events, pre-hearing discovery and activities, and the conduct of the hearing), in order to complete the arbitration as expeditiously as is reasonably practical for obtaining a just resolution of the dispute.

23. FOREIGN GOVERNMENT APPROVAL OR REGISTRATION

If this Agreement, any associated transaction, or any Licensed Product is required by the law of any nation to be either approved or registered with any governmental agency, Licensee shall assume all legal obligations to do so and the costs in connection therewith.

24. EXPORT CONTROL LAWS

Licensee shall observe all applicable United States and foreign laws with respect to the transfer of Licensed Products and related technical data to foreign countries, including, without limitation, the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations shall defend, indemnify and hold RPI harmless in the event of any legal action of any nature occasioned by violation of any such laws or regulations by Licensee or its Affiliates.



25. CONFIDENTIALITY

Licensee (i) shall not use any Confidential Information except for the sole purpose of exercising its rights and performing its obligations under this Agreement, (ii) shall safeguard the same against disclosure to others with the same degree of care as it exercises with its own information of a similar nature, and (iii) shall not disclose or permit the disclosure of Confidential Information to others (except to its employees, agents or consultants with a need to know Confidential Information in connection with the performance of Licensee's obligations or the exercise of its rights under this Agreement and who are bound to Licensee by a like obligation of confidentiality) without the express written permission of RPI, except that Licensee shall not be prevented from using or disclosing any Confidential Information: (i) which Licensee can demonstrate by written records was previously known to it; (ii) which is now, or becomes in the future, information generally available to the public in the form supplied, other than through acts or omissions of Licensee; (iii) which is lawfully obtained by Licensee from sources independent of RPI who were entitled to provide such information to Licensee; or (iv) which is required by law or regulation to be disclosed provided that Licensee provides RPI with written notice, to the extent legally permitted, in advance of any required disclosure in sufficient time for RPI to seek protective treatment for such information, and if such disclosure must nevertheless be made, Licensee discloses only such of the Confidential Information as is legally mandated.

The obligations of Licensee under this Section 25 shall remain in effect during the term of this Agreement and for three (3) years from the date of termination or expiration of this Agreement.

26. MISCELLANEOUS

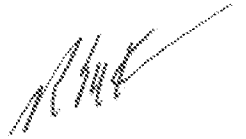
26.1 The headings of the several Sections and Articles are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

26.2 This Agreement will not be binding upon the parties until it has been signed below on behalf of each party by a duly authorized representative.

26.3 No amendment or modification hereof shall be valid or binding upon the parties unless made in writing expressly referring to this Agreement and signed on behalf of each party by a duly authorized representative.

26.4 This Agreement, together with its Exhibits, embodies the entire understanding of the parties and shall supersede all previous and contemporaneous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

26.5 In case any of the provisions contained in this Agreement shall be held to be invalid, illegal or unenforceable in any respect, (i) such invalidity, illegality or unenforceability shall not affect any other provisions hereof, (ii) the particular provision, to the extent permitted by law, shall be reasonably construed and equitably reformed to be valid and enforceable and if the provision at issue is a commercial



term, it shall be equitably reformed so as to maintain the overall economic benefits of the Agreement as originally agreed upon by the parties and (iii) this Agreement shall be construed as if such invalid or illegal or unenforceable provisions had never been contained herein.

26.6 RPI shall have the right to terminate this Agreement forthwith by giving written notice of termination to Licensee at any time upon or after the filing by Licensee of a petition in bankruptcy or insolvency, or upon or after any adjudication that Licensee is bankrupt or insolvent, or upon or after the filing by Licensee of any petition or answer seeking judicial reorganization, readjustment or arrangement of the business of Licensee under any law relating to bankruptcy or insolvency, or upon or after the appointment of a receiver for all or substantially all of the property of Licensee, which is not removed or stayed within sixty (60) days thereafter, or upon or after the making of any assignment or attempted assignment for the benefit of creditors, or upon or after the institution of any proceeding or passage of any resolution for the liquidation or winding up of Licensee's business or for termination of its corporate life which is not removed or stayed within sixty (60) days thereafter.

26.7 Any one or more of the following events shall constitute an event of default under this Agreement: (i) the failure of a party to pay any amounts when due hereunder and the expiration of thirty (30) days after receipt of a written notice requesting the payment of such amount; and (ii) the failure of a party to perform any obligation required of it to be performed hereunder, and the failure to cure within thirty (30) days after receipt of notice from the other party specifying in reasonable detail the nature of such default. Upon the occurrence of any event of default (i.e., upon the lapse of the relevant notice period if the failure was not cured), the non-defaulting party may deliver to the defaulting party written notice of intent to terminate, such termination to be effective upon the date set forth in such notice. Such termination rights shall be in addition to and not in substitution for any other remedies that may be available to the non-defaulting party. Termination pursuant to this Section shall not relieve the defaulting party from liability and damages to the other party for breach of this Agreement. Waiver by either party of a single default or a succession of defaults shall not deprive such party of any right to terminate this Agreement arising by reason of any subsequent default.

26.8 Neither Licensee nor its subsidiaries or Affiliates shall originate any publicity, news release or other public announcement, written or oral, relating to this Agreement or the existence of an arrangement between the parties, except as required by law, without the prior written approval of RPI, which approval shall not be unreasonably withheld.

26.9 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

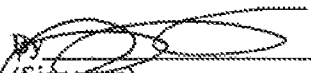
26.10 Nothing herein shall be deemed to constitute one party as the agent or representative of the other party or both parties as joint ventures or partners. Each party is an independent contractor.

IN WITNESS WHEREOF, both RPI and Licensee have executed this Agreement by their duly authorized representative.

Dynamic Advances, LLC

Rensselaer Polytechnic Institute

Dynamic Advances, LLC

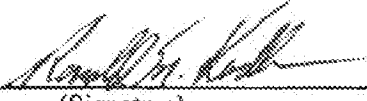
By 
(Signature)

Name FIONA CHANEY

Title MANAGER

Date 12/13/11

Rensselaer Polytechnic Institute

By 
(Signature)

Ronald M. Kudla, Ph.D., MBA,
Executive Director, Office of Technology Transfer,
Intellectual Property and New Ventures

Date 12/15/2011

EXHIBIT A TO EXCLUSIVE LICENSE AGREEMENT

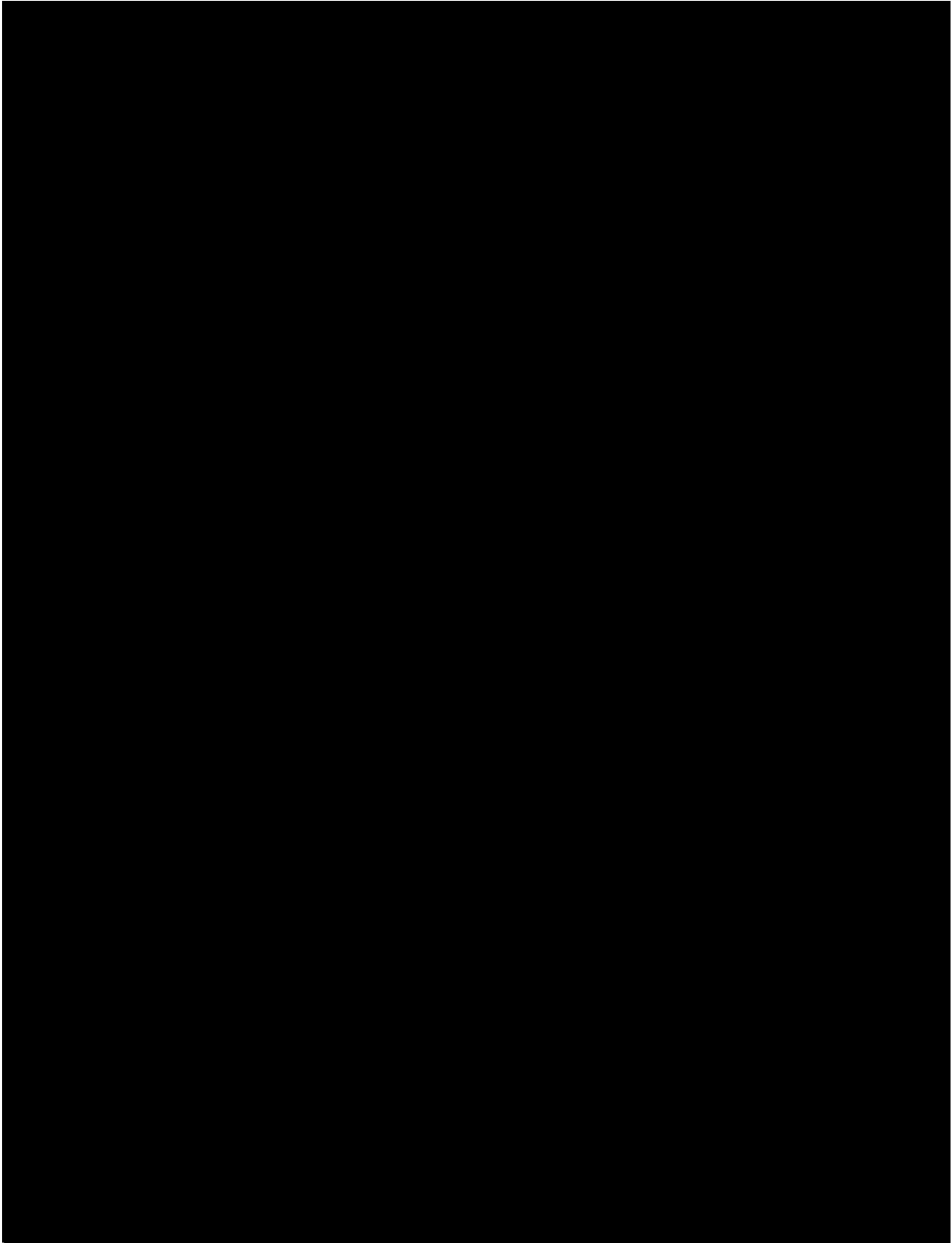
RPI Patent Rights

United States Patents:

- a. 5,327,893 ("Detection of cholesterol deposits in arteries"), OTC Case 0392.
- b. 5,637,185 ("System for performing chemical mechanical planarization and process for conducting same"), OTC Case 0455.
- c. 7,177,798 ("Natural language interface using constrained intermediate dictionary of results"), OTC Case 0602.
- d. 7,306,337 ("Calibration-free gaze tracking under natural head movement"), OTC Case 0726.

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EXHIBIT B TO EXCLUSIVE LICENSE AGREEMENT

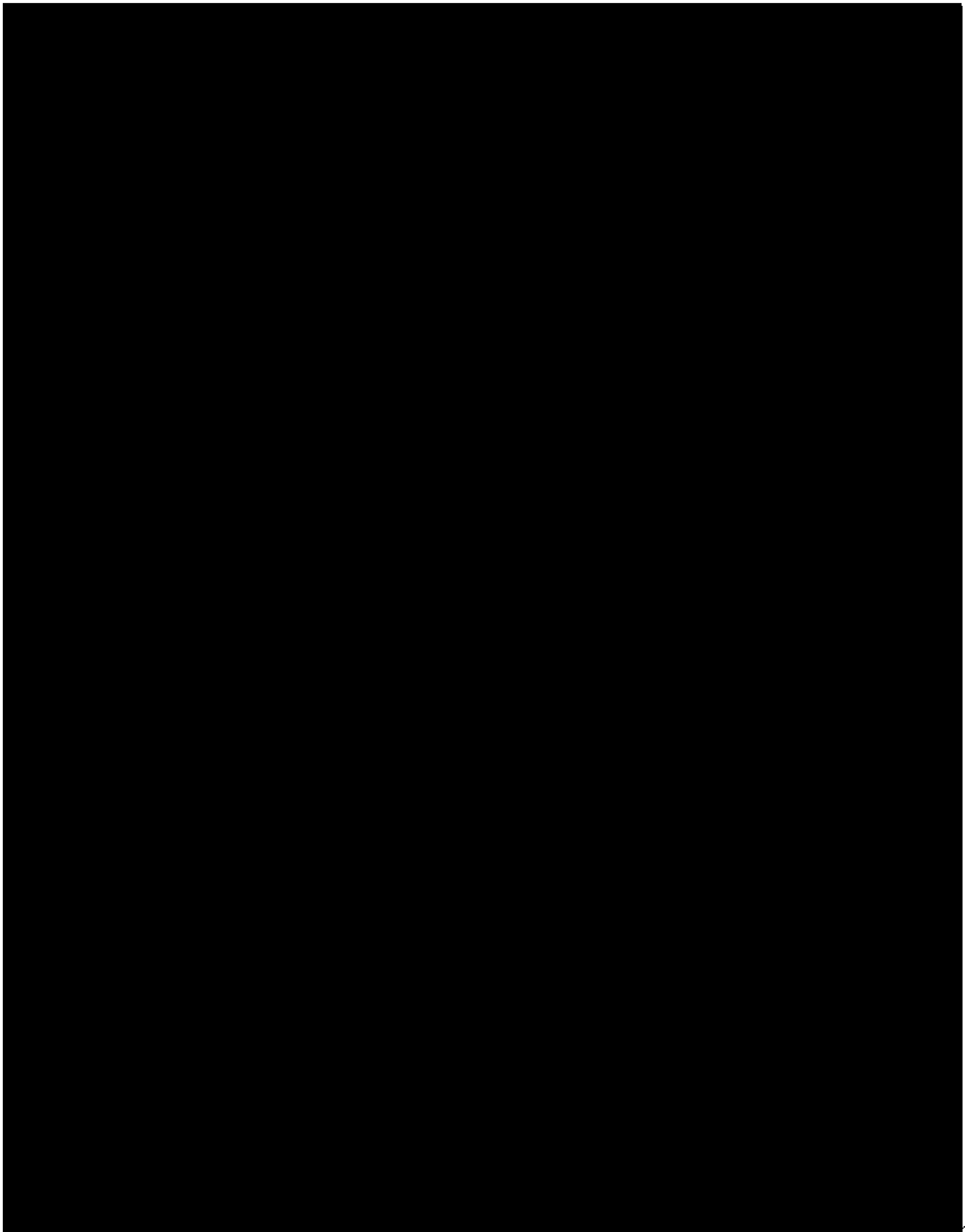


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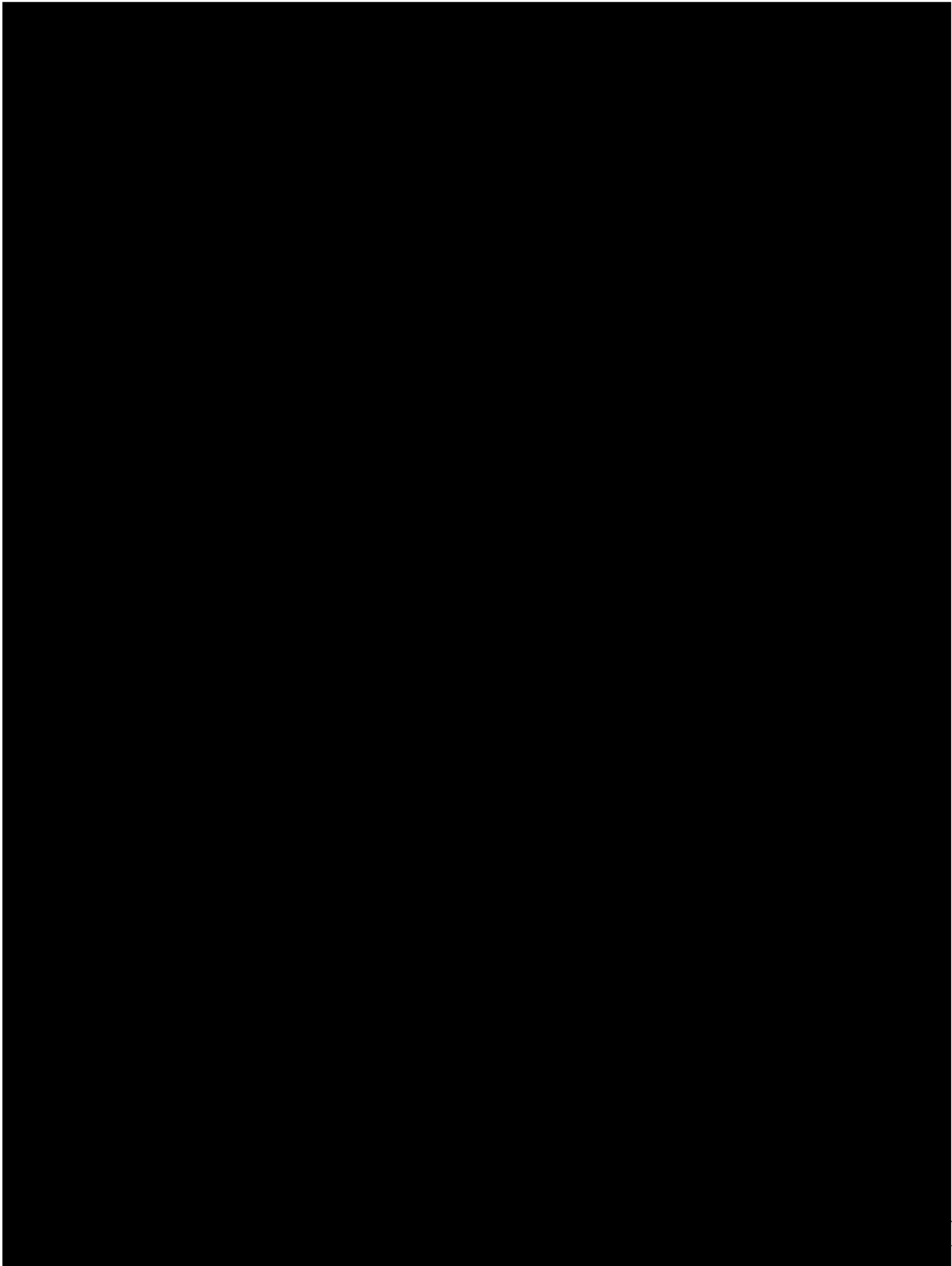


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EXHIBIT C TO EXCLUSIVE LICENSE AGREEMENT

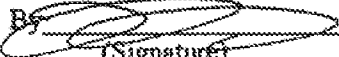


[Handwritten signature]



IN WITNESS WHEREOF, both RPI and Licensee have executed this Agreement by their duly authorized representative.

Dynamic Advances, LLC

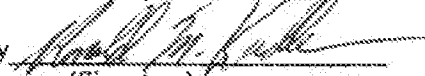
By 
(Signature)

Name FIONA CHANEY

Title MANAGER

Date 12/13/11

Rensselaer Polytechnic Institute

By 
(Signature)

Name Ronald M. Kudla

Title Executive Director

Date 12/16/2011