

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2701953

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
CEDAR RIDGE RESEARCH LLC	06/29/2011
RECEIVING PARTY DATA	
Name:	CORRELATED MAGNETICS RESEARCH LLC
Street Address:	3313 MEMORIAL PARKWAY, SUITE 150
City:	HUNTSVILLE
State/Country:	ALABAMA
Postal Code:	35801
PROPERTY NUMBERS Total: 7	
Property Type	Number
Patent Number:	7812698
Patent Number:	7817002
Patent Number:	7817003
Patent Number:	7817004
Patent Number:	7817005
Patent Number:	7817006
Patent Number:	7821367
CORRESPONDENCE DATA	
Fax Number:	
Phone:	2565272696
Email:	mark@correlatedmagnetics.com
<i>Correspondence will be sent via US Mail when the email attempt is unsuccessful.</i>	
Correspondent Name:	MARK ROBERTS
Address Line 1:	3313 MEMORIAL PARKWAY, SUITE 150
Address Line 4:	HUNTSVILLE, ALABAMA 35801

NAME OF SUBMITTER:	MARK D ROBERTS
Signature:	/Mark D. Roberts/
Date:	01/28/2014
<p>Total Attachments: 15</p> <p>source=CRR-CMR Assignment Agreement - final signed#page1.tif source=CRR-CMR Assignment Agreement - final signed#page2.tif source=CRR-CMR Assignment Agreement - final signed#page3.tif source=CRR-CMR Assignment Agreement - final signed#page4.tif source=CRR-CMR Assignment Agreement - final signed#page5.tif source=CRR-CMR Assignment Agreement - final signed#page6.tif source=CRR-CMR Assignment Agreement - final signed#page7.tif source=CRR-CMR Assignment Agreement - final signed#page8.tif source=CRR-CMR Assignment Agreement - final signed#page9.tif source=CRR-CMR Assignment Agreement - final signed#page10.tif source=CRR-CMR Assignment Agreement - final signed#page11.tif source=CRR-CMR Assignment Agreement - final signed#page12.tif source=CRR-CMR Assignment Agreement - final signed#page13.tif source=CRR-CMR Assignment Agreement - final signed#page14.tif source=CRR-CMR Assignment Agreement - final signed#page15.tif</p>	

ASSIGNMENT AGREEMENT

This Agreement ("Agreement") is made effective as of June 29, 2011 ("Effective Date"), by and between Cedar Ridge Research, LLC, ("CRR"), a Delaware Limited Liability Company, and Correlated Magnetism Research, LLC, ("CMR"), an Alabama Limited Liability Company. CRR and CMR are also referred to individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, CRR and CMR are parties to an exclusive license agreement executed on June 9, 2008 (the "Exclusive License Agreement");

WHEREAS, CMR is the exclusive licensee of Field Emission Intellectual Property, as defined herein, under the Exclusive License Agreement;

WHEREAS, the Exclusive License Agreement provides for amendment of its terms based on mutual agreement of the Parties;

WHEREAS, the Parties have agreed to amend the Exclusive License Agreement to allow for its termination under this Agreement;

WHEREAS, the Parties have agreed to terminate the Exclusive License Agreement in consideration for the terms and conditions set forth herein;

WHEREAS, CRR, subject to the terms and conditions herein, has agreed to assign its rights in the Field Emission Intellectual Property to CMR; and

WHEREAS, CMR has agreed that CRR shall retain CMR equity provided under the Exclusive License Agreement and CMR shall pay CRR certain royalties, as set forth herein;

NOW THEREFORE, in consideration of these premises and mutual covenants contained in this Agreement, the Parties agree as follows:

ARTICLE 1. - DEFINITIONS

Capitalized terms used in this Agreement have the meanings prescribed to them below or elsewhere in this Agreement.

- 1.1 "CMR Product"** shall mean a product that uses the Field Emission Technology and/or Future Improvements that is sold or leased into any market.
- 1.2 "CMR Product Royalties"** shall mean 5 percent (5%) of the amount of gross revenues generated from the Sale of each CMR Product minus the following: 1) sales taxes from any Sale of each CMR Product and 2) the cost of any magnetize-able material associated with such gross revenue.

- 1.3** **“Cure Period”** shall mean a reasonable period of time to respond to ordinary circumstances resulting in a delay but normally not more than thirty (30) days except where, due to circumstances outside the ordinary course of business, a cure cannot reasonably be accomplished within such thirty (30) day period, then as long as the Party utilizing such Cure Period has (a) taken affirmative steps towards a cure, (b) has disclosed to the other Party in writing its plan for completing the cure, and (c) diligently executes such plan throughout the Cure Period, such Cure Period will be extended for a period of time agreed upon by the Parties in writing not to exceed a cumulative total of ninety (90) days.
- 1.4** **“Field Emission Intellectual Property”** shall mean all patent rights, trademarks, copyrights, Proprietary Information, know how, and trade secrets involving Field Emission Technology.
- 1.5** **“Field Emission Technology”** shall mean the field emission technology described in United States patent application 12/123,718, entitled “A Field Emission System and Method”, filed May 20, 2008, and any derivations thereof, including any continuation, continuation-in-part, divisional applications filed in the US or in any other country around the world that claims priority to the United States patent application 12/123,718 or any other patent application with intervening claim of priority to the United States patent application 12/123,718, as a child or parent patent application thereof, including the applications listed in Exhibit A.
- 1.6** **“Sale”** shall mean any sale or lease recognized by CMR as revenue, on accrual basis, unless otherwise agreed to in writing, from the sale or lease of a CMR Product whether such sale or lease is made by CMR or by a CMR agent.
- 1.7** **“Future Improvements”** shall mean (i) any improvements made by or on behalf of either Party to the Field Emission Intellectual Property or applicable to products based upon the Field Emission Intellectual Property, or (ii) any inventions by either Party occurring after the Effective Date related to the Field Emission Intellectual Property or applicable to products based upon the Field Emission Intellectual Property.
- 1.8** **“Pass Through Royalties”** shall mean 5 percent (5%) of any revenue or any other form of consideration (e.g., equity) recognized by CMR as a consideration for a license to a Third Party of any of the Field Emission Intellectual Property.
- 1.9** **“Proprietary Information”** means any proprietary information, trade secrets, know-how, research, test results, specifications, schematics, processes, software, data, plans, concepts, strategies, programs, manuals, materials, techniques and methods, codes, procedures, innovations, inventions, improvements, costs, prices, rates, earnings, financial statements, forecasts, projections, products, systems, sources of supply, sales information, marketing plans, budgets, business plans, business arrangements, customer and supplier information, personnel information and any other information, whether in written, oral, electronic or other form that derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use, and is the subject to efforts by a Party that are reasonable under the circumstances to maintain its confidentiality and secrecy; or any other information that is unique to the Party which has a significant business purpose and is not generally available from sources other than

the Party or typical of industry practice or the disclosure of which would have a material adverse effect on the business of the Party. Proprietary Information shall not include any information, which (i) is generally available to the public or which a receiving Party receives as a result of a lawful and unrestricted disclosure from a Third Party, (ii) is or becomes within the public domain through no act of a receiving Party in breach of this Agreement, or (iii) was lawfully in the possession of a receiving Party without any restriction on use or disclosure prior to its disclosure hereunder.

1.10 “Third Party” shall mean any person or entity other than CRR or CMR.

ARTICLE 2. – GENERAL TERMS

2.1 The Parties hereby agree to terminate the Exclusive License Agreement as of the Effective Date of this Agreement.

2.2 The Parties hereby agree that immediately before this Agreement becomes effective CMR's exclusive rights under the Exclusive License Agreement shall continue with no lapse and CRR's ownership rights to the Field Emission Intellectual Property shall cease immediately after this Agreement has become effective. CRR shall have the right to continue working on the Field Emission Technology for research and development purposes only as long as the work is performed for CMR's benefit and never to its detriment.

ARTICLE 3. – ASSIGNMENT

3.1 Subject to limitations and conditions set forth herein, including CMR's obligation to pay royalties specified in Article 5 of this Agreement, CRR hereby sells or otherwise assigns to CMR, its successors and assigns any and all of its rights in the Field Emission Intellectual Property and Future Improvements as of the Effective Date.

3.2 The Parties agree that CRR shall continue to own the CMR equity that CMR granted to CRR as an initial consideration under the Exclusive License Agreement.

3.3 At any time CRR's equity interest in CMR drops below 50% of CMR's total equity, CMR's right to assign, conveys or transfers any of its rights or title, in whole or in part, in the Field Emission Intellectual Property and Future Improvements to a Third Party shall be subject to written approval of CRR, which can not be unreasonably withheld, delayed or conditioned.

3.4 Subject to limitations and conditions set forth herein, CRR agrees not to grant any rights to a Third Party that is contrary to or in conflict with any terms of this Agreement.

ARTICLE 4. – TERMS AND CONDITIONS OF OWNERSHIP

4.1 CMR shall be in default of this Agreement if it is not current on its obligations to pay the CMR Product Royalties and Pass Through Royalties as provided herein.

4.2 CMR agrees to seek CRR approval when abandoning any patent applications. Such approval shall not be unreasonably withheld, delayed, or conditioned.

- 4.3** CMR shall be in default of this Agreement if it takes actions that put the Field Emission Intellectual Property and Future Improvements at-risk. The Field Emission Intellectual Property and Future Improvements shall be deemed at-risk if 1) CMR fails to generate Product Royalties and Pass Through Royalties within i) an initial dormant period of up to three years after the Effective Date until the very first royalty is generated or ii) a subsequent dormant period after the initial dormant period of up to 18 consecutive months during which the combined Product Royalties and Pass Through Royalties does not exceed \$50,000, or 2) CMR fails to maintain or prosecute the intellectual property rights under Article 7.1 and 7.2 without CRR's approval.
- 4.4** CMR shall have a reasonable opportunity to cure any default within a Cure Period after receipt of written notice from CRR describing CMR's defaulting action(s).
- 4.5** CMR agrees that it will be in material breach of this Agreement if it fails to cure any default.
- 4.6** Upon termination of this Agreement by CRR because of CMR's material breach and CMR's failure to cure as provided in this Article 4, CMR agrees to assign to CRR, its successors and assigns any and all of its rights in the Field Emission Intellectual Property and Future Improvements. If for any reason CMR does not assign the rights specified under this section to CRR; such rights shall be deemed, and are hereby, assigned to CRR, or its successors.

ARTICLE 5. – ROYALTIES

- 5.1** CMR shall pay to CRR the CMR Product Royalties and the Pass Through Royalties as set forth herein.
- 5.2** CMR shall keep an accurate account of its transactions under this Agreement, including true and accurate records of all information necessary for calculating and paying the CMR Product Royalties and the Pass Through Royalties as set forth under this Agreement.
- 5.3** CMR shall report to CRR on a quarterly basis product sales numbers, product return numbers, and gross revenues from the Sale of the CMR Products (minus sales taxes and the cost of any magnetize-able material associated with such gross revenue) and from sublicensing its exclusive rights granted herein. Such reports shall be provided within ten (10) days from the end of each quarter.
- 5.4** CRR shall have the right upon forty-five (45) days prior written notice to CMR, at its own expense and discretion, to have an independent certified public accountant examine the books and records of CMR (to the extent such books and records concern the calculation of the royalty payments under this Agreement) to verify the payment obligations of this Agreement. Such accountant shall be obligated not to reveal CMR's Proprietary Information to CRR except in the event of and to the extent necessary to resolve a dispute as to the accuracy of the royalty payments. CRR's right to audit the books and records of CMR may be exercised no more frequently than once per year.

ARTICLE 6. – ROYALTY PAYMENT TERMS

- 6.1** Unless otherwise agreed in writing, the CMR Product Royalties are due and payable on a quarterly basis within ten (10) days of the end of each quarter.
- 6.2** Unless otherwise agreed in written, the Pass Through Royalties are due and payable on a quarterly basis within ten (10) days of the end of each quarter.

ARTICLE 7. – INTELLECTUAL PROPERTY RIGHTS

- 7.1** Subject to provisions of Section 4, CMR shall have full control of and responsibility for prosecuting and maintaining all patents and patent applications associated with the Field Emission Intellectual Property and Future Improvements as of the Effective Date.
- 7.2** Subject to provisions of Section 4, CMR shall have full control of and responsibility to insure that all rights in the Field Emission Intellectual Property and Future Improvements remain in full force and effect after the Effective Date.
- 7.3** Subject to provisions of Section 4, CMR shall have the right to pursue actions against any Third Party for any actual or potential infringement of the Field Emission Intellectual Property provided that CMR agrees to use reasonable best efforts to enforce Field Emission Intellectual Property against any known infringer.
- 7.4** To effectuate the provisions of this Agreement which provide for ownership of intellectual property by CMR, CRR agrees to cooperate with CMR and take all reasonable actions required to vest and secure ownership rights of the Field Emission Intellectual Property and Future Improvements to CMR. Upon request, CRR shall execute and deliver to CMR all descriptions, applications, assignments and other documents and instruments necessary or proper to carry out the provisions of this Agreement without further compensation.
- 7.5** CRR shall cooperate with and assist CMR in all reasonable ways and at all reasonable times, including, but not limited to, testifying in all legal proceedings, signing all lawful papers and in general performing all lawful acts reasonable, necessary or proper, to aid CMR in obtaining, maintaining, defending and enforcing all lawful intellectual property rights to the Field Emission Intellectual Property and Future Improvements and CMR agrees to reimburse CRR for all reasonable expenses incurred related to testifying in legal proceedings on behalf of CMR.
- 7.6** Parties shall enter into respective agreements with all its current and future employees, consultants, contractors and agents to maximize protection of the Field Emission Intellectual Property and Future Improvements in the name of CMR according to terms that are deemed reasonable under applicable jurisdictions where such agreements are entered into.

ARTICLE 8. – TERMINATION

- 8.1** After the Effective Date, this Agreement may be terminated by either Party upon the occurrence of a material breach by the other Party that is not cured within a Cure Period from a written notice describing the breach by the non-breaching Party.

- 8.2** The following provisions shall survive termination of this Agreement and shall continue until satisfied: Articles 1, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, and 14.

ARTICLE 9. – WARRANTIES AND REPRESENTATIONS

- 9.1** Each Party represents and warrants that it has all the necessary rights to enter into this Agreement.
- 9.2** Each Party represents and warrants that it is not under any obligation that is contrary to the terms of this Agreement.
- 9.3** Except as set forth herein, neither Party makes any express or implied warranty or representation with respect to the Field Emission Technology or any of the Field Emission Intellectual Property, including without limitation any warranty or representation regarding the scope, infringement and validity thereof.
- 9.4** No representation or warranty is made by either Party that any product or service used, sold or otherwise disposed of by CMR, including, but not limited to, the CMR Products, will not infringe directly, contributorily or by inducement under the laws of the United States or any foreign country, any patent or other intellectual property right owned or controlled by any Third Party. Each Party's liability under this section, including for any claim of infringement by a Third Party, shall be limited to indemnification obligations undertaken by such Party as set forth in Article 10 of this Agreement.
- 9.5** Each Party represents and warrants that in executing this Agreement, it does not rely on any promises, inducements, or representations made by any Party or Third Party with respect to this Agreement or any other business dealings with any Party or Third Party, now or in the future.

ARTICLE 10. – INDEMNIFICATION

- 10.1** CMR hereby indemnifies CRR against Third Party claims against CRR for damages and injuries allegedly caused by the use of the CMR Products.
- 10.2** Subject to limitation of liability set forth in Article 11, each Party agrees to indemnify the other Party against Third Party claims caused by or arising from a Party's breach of any of the representations or warranties put forth in this Agreement.
- 10.3** The indemnification provisions of this Agreement shall only apply provided that (i) the indemnified Party promptly gives written notice of any claim to the indemnifying Party; (ii) at the indemnifying Party's expense, the indemnified Party provides any assistance which the indemnifying Party may reasonably request for the defense of the claim; and (iii) the indemnifying Party has the right to control the defense of the claim, provided, however, that the indemnified Party shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense.

ARTICLE 11. – LIMITATION OF LIABILITY

- 11.1** Except for the Indemnification obligations set forth in Article 10 and Royalty obligations set forth in Article 5, in no event shall CRR or CMR be liable to each other for any incidental, indirect, special or consequential damages suffered or incurred in connection with this Agreement or the rights granted hereunder.

ARTICLE 12. – TRADEMARKS

- 12.1** Neither Party shall use the other Party's Trademarks in advertising or otherwise without the prior written approval of the other Party.

ARTICLE 13. – BANKRUPTCY

- 13.1** The business relationship and all the rights and obligations of the Parties under this Agreement shall survive in the event of bankruptcy or filing for bankruptcy of either Party.

ARTICLE 14. – MISCELLANEOUS

- 14.1 No Implied Partnership.** Nothing herein shall constitute or be deemed to constitute a joint venture, association, partnership, agency or other relationship between the Parties or to impose any obligation or liability upon either of the Parties based on such relationship.
- 14.2 Further Assurances.** The Parties will, from time to time, without further consideration, do such further acts and deliver all such further assurances, deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.
- 14.3 Freedom of Action.** Nothing in this Agreement shall be construed as prohibiting or restricting either CRR or its subsidiaries from independently developing, having developed independently, acquiring, licensing, distributing or marketing products, services and other materials that are not competitive in any form with the CMR Products.
- 14.4 Notices.** Unless otherwise provided in this Agreement, all notices required or permitted hereunder shall be deemed to have been given when transmitted via an email that is acknowledged via a return email or when transmitted in writing and delivered by certified mail prepaid (return receipt requested), telex, facsimile, or telegram transmission (with acknowledged receipt) to the Parties at the following addresses (or at such other address as a Party may specify by notice to the other).

If to CRR:

Mark Roberts
Cedar Ridge Research, LLC.
416 Zandale Drive
Huntsville, Alabama 35801
Facsimile No.: (253) 736-8985
Email: markr@crr-llc.com

If to CMR:

Larry Fullerton
Correlated Magnetics Research, LLC.

125 Peter Lane
New Hope, Alabama 35760
Facsimile No.: (334) 460-9708
Email: larry@correlatedmagnetics.com

- 14.5 Entire Agreement.** The terms and conditions set forth in this Agreement, and the exhibits attached hereto and those provisions expressly incorporated herein by reference constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous and contemporaneous agreements and understandings, whether oral or written, between the Parties with respect to the subject matter hereof.
- 14.6 Assignment.** Except as provided herein, neither Party shall assign or delegate this Agreement, or any of its rights or duties hereunder, directly or indirectly, to a Third Party without the prior written consent of the other Party, and any act in derogation of the foregoing shall be null and void. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the Parties and their respective successors and assigns.
- 14.7 Amendment.** No alteration, amendment, waiver, cancellation or any other change in any term or condition of this Agreement (including, without limitation, the exhibits attached hereto) shall be valid or binding on either Party unless mutually assented to in writing by both Parties.
- 14.8 No Waiver.** The failure of any Party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by any Party of any of the provisions of this Agreement, shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the ability of a Party to enforce each and every such provision thereafter. The express waiver by any Party of any provision, condition or requirement of this Agreement will not constitute a waiver of any future obligation to comply with such provision, condition or requirement.
- 14.9 Governing Law.** The laws of the State of Delaware (irrespective of its choice of law principles) govern the validity of this Agreement, the construction of its terms and the interpretation and enforcement of the rights and duties of the Parties. Each Party waives all rights to a trial by jury in any action suit or proceeding hereunder.
- 14.10 Disputes.**
- (a) Parties shall use their best efforts to resolve amicably any and all disputes, controversies, claims or differences (“Disputes”) relating to this Agreement. If either Party gives written notice to the other Party that a Dispute has arisen, and the Parties are unable within five (5) days of such written notice to resolve the Dispute, then it shall be referred to the Managers/Chief Executive Officers (or their designees) of the respective Parties. If the Managers/Chief Executive Officers (or their designees) of the respective Parties are unable within five (5) days of such written notice to resolve the Dispute, then either Party may submit the Dispute to arbitration in accordance with the provisions of Article 14.10(b).
 - (b) Any Dispute that is not resolved pursuant to Article 14.10(a), shall be resolved by binding arbitration, which shall be administered by the American Arbitration Association (“AAA”) and

shall be conducted in accordance with the Commercial Arbitration Rules of the AAA (the "Rules"), as such Rules may be amended from time to time, with the arbitration filed, administered and heard in Huntsville, Alabama unless some other location and/or arbitrator are chosen by mutual consent of the Parties. A single neutral arbitrator (the "Arbitrator") shall preside over the arbitration and decide the Dispute (the "Decision"). The AAA shall use its normal procedures pursuant to the Rules for selection of the Arbitrator. The Decision shall be binding, and the prevailing Party may enforce such decision in any court of competent jurisdiction. The Parties shall cooperate with each other in causing the arbitration to be held in as efficient and expeditious a manner as practicable and, in this connection, to furnish such documents and make available such Persons as the Arbitrator may request. The Parties have selected arbitration in order to expedite the resolution of Disputes and to reduce the costs and burdens associated with litigation. The Parties agree that the Arbitrator should take these concerns into account when determining whether to authorize discovery and, if so, the scope of permissible discovery and other hearing and pre-hearing procedures. Without limiting any other remedies that may be available under applicable law, the Arbitrator shall have no authority to award punitive damages. The Arbitrator shall render a Decision within ninety (90) days after accepting an appointment to serve as Arbitrator unless the Parties otherwise agree or the Arbitrator makes a finding that a Party has carried the burden of showing good cause for a longer period. All proceedings and decisions of the Arbitrator shall be maintained in confidence, to the extent legally permissible, and shall not be made public by any Party or any Arbitrator without the prior written consent of all Parties to the arbitration, except as may be required by law. The expenses of the arbitration shall be borne by the non-prevailing Party to the arbitration, including, but not limited to, the cost of experts, evidence and legal counsel. In disputes where Section 3.4 of this Agreement is implicated or any other issue arising hereunder that cannot be remedied by the award of money damages a Party may seek injunctive relief in any court having jurisdiction at any time notwithstanding this Section 14.10.

14.11 Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision of the Agreement shall be deemed modified with retroactive effect to render such provision valid and enforceable to the maximum extent permissible so as to effect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect. If such court will not so modify such provision, the Parties agree to negotiate in good faith an enforceable substitute provision for any invalid or unenforceable provision that most nearly achieves the intent and economic effect of such provision.

14.12 Representation by Counsel. Each of the Parties acknowledges that (i) it has read this Agreement in its entirety and understands all of its terms and conditions, (ii) it has had the opportunity to consult with any individuals of its choice regarding its agreement to the provisions contained herein, including legal counsel of its choice, and any decision not to was its alone, and (iii) it is entering into this Agreement of its own free will, without coercion from any source.

14.13 Interpretation. The Parties and their respective legal counsel actively participated in the negotiation and drafting of this Agreement, and in the event of any ambiguity or mistake herein, or any dispute among the Parties with respect to the provisions hereto, no provision of

this Agreement shall be construed unfavorably against any of the Parties on the ground that it, or its counsel was the drafter thereof. In the event of any conflict between the terms of this Agreement and any exhibit hereto, the terms of this Agreement shall govern, unless the terms of such exhibit are expressly stated to override the terms of this Agreement. This Agreement is not intended to, and shall not, confer upon any Person (other than the Parties) any rights or remedies with respect to the subject matter hereof.

14.14 Force Majeure. The Parties recognize that neither Party shall be liable to the other for delays or other nonperformance caused in whole or in part by such events as fires, telecommunication, utility or power failure, labor strife, riots, war, nonperformance of vendors, acts of God or causes over which the respective Party has no control ("Force Majeure Event"). The Parties agree that the Party experiencing a Force Majeure Event must give immediate notice to the other Party and advise the other Party as to the anticipated length of the Force Majeure Event. Any performance under this Agreement that is delayed as a result of a Force Majeure Event shall have deadlines for performance reasonably extended for the duration of the Force Majeure Event, but the Parties will endeavor to resume performance as quickly as possible.

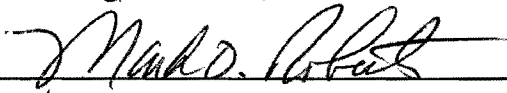
14.15 Counterparts. This Agreement may be executed in counterparts or duplicate originals, all of which shall be regarded as one and the same instrument.

14.16 Captions and Headings. The captions and headings used in this Agreement are used for convenience only and are not to be given any legal effect.

IN WITNESS WHEREOF, the Parties have caused this AGREEMENT to be executed by their duly authorized representatives.

Cedar Ridge Research, LLC.

Correlated Magnetics Research, LLC.



Signature



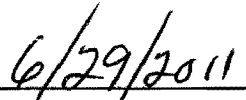
Signature

Mark Roberts

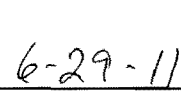
Larry Fullerton

President

CEO



Date




Date

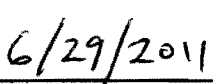
WITNESS



Signature



Printed Name



Date

Exhibit A

	File No.	Attorney Docket No.	Country	App. No. Patent No.	Filed Issued	Priority Date	Inventor(s)	Title (Cross Reference)	Status
1.	C.7	CRR-0007 89236-257216	U.S.	12/123,718 7,800,471	05/20/08 09/21/10	04/04/08	L. Fullerton M. Roberts	A field emission system and method	Issued
2.	C.7/PCT	CRR-0007/PCT 89236-269365	PCT	PCT/US09/3 8925	03/31/09	04/04/08	L. Fullerton M. Roberts	A field emission system and method	Pending
3.	C.7/AU	CRR-0007/AU 89236-291098	Australia	2009231858			L. Fullerton M. Roberts	A field emission system and method	Pending
4.	C.7/BR	CRR-0007/BR 89236-291103	Brazil	PCT/US2009 /038925			L. Fullerton M. Roberts	A field emission system and method	Pending
5.	C.7/CA	CRR-0007/CA 89236-291104	Canada	2720541			L. Fullerton M. Roberts	A field emission system and method	Pending
6.	C.7/CN	CRR-0007/CN 89236-291105	China	PCT/US2009 /038925			L. Fullerton M. Roberts	A field emission system and method	Pending
7.	C.7/EP	CRR-0007/EP 89236-291106	Europe	9726488			L. Fullerton M. Roberts	A field emission system and method	Pending
8.	C.7/IL	CRR-0007/IL 89236-291108	Israel	208388			L. Fullerton M. Roberts	A field emission system and method	Pending
9.	C.7/IN	CRR-0007/IN 89236-291107	India	7621/DELNP/ 2010			L. Fullerton M. Roberts	A field emission system and method	Pending
10.	C.7/JP	CRR-0007/JP 89236-291109	Japan	PCT/US2009 /038925			L. Fullerton M. Roberts	A field emission system and method	Pending
11.	C.7/KR	CRR-0007/KR 89236-291114	South Korea	10-2010- 7024837			L. Fullerton M. Roberts	A field emission system and method	Pending
12.	C.7/MX	CRR-0007/MX 89236-291110	Mexico	MX/a/2010/0 10914			L. Fullerton M. Roberts	A field emission system and method	Pending
13.	C.7/NZ	CRR-0007/NZ 89236-291111	New Zealand	588897			L. Fullerton M. Roberts	A field emission system and method	Pending
14.	C.7/RU	CRR-0007/RU 89236-291111	Russia	2010145159			L. Fullerton M. Roberts	A field emission system and method	Pending
15.	C.7/SG	CRR-0007/SG 89236-291113	Singapore	201007220-5			L. Fullerton M. Roberts	A field emission system and method	Pending
16.	C.7/ZA	CRR-0007/SG 89236-291115	South Africa	2010/07907			L. Fullerton M. Roberts	A field emission system and method	Pending
17.	C.7.1a	89236-262427	U.S.	12/206,265 7,750,773	09/08/08 07/06/10	04/04/08	L. Fullerton M. Roberts	A system and method for coding field emission structures (Continuation of C.7)	Issued
18.	C.7.1b	89236-262428	U.S.	12/206,271	09/08/08	04/04/08	L. Fullerton M. Roberts	A system and method for manufacturing a field emission structure (Magnit multi-magnet assembly) (Continuation of C.7)	Pending
19.	C.7.1c	89236-262844	U.S.	12/243,889 7,804,387	10/01/08 09/28/10	04/04/08	L. Fullerton M. Roberts	A system and method for manufacturing field emission structures using a ferromagnetic material (Curie temperature) (Continuation of C.7)	Issued
20.	C.7.1d	89236-262845	U.S.	12/243,888 7,843,294	10/01/08 11/30/10	04/04/08	L. Fullerton M. Roberts	A system and method for moving an object (Continuation of C.7)	Issued
21.	C.7.1e	89236-262846	U.S.	12/243,886 7,746,205	10/01/08 06/29/10	04/04/08	L. Fullerton M. Roberts	A system and method for controlling movement of an object (Continuation of C.7)	Issued
22.	C.7.1f	89236-262847	U.S.	12/243,881 7,800,473	10/01/08 09/21/10	04/04/08	L. Fullerton M. Roberts	A system and method for providing a hold force to an object (Continuation of C.7)	Issued
23.	C.7.1g	89236-262848	U.S.	12/243,878 7,800,472	10/01/08 09/21/10	04/04/08	L. Fullerton M. Roberts	A system and method for alignment of objects (Continuation of C.7)	Issued
24.	C.7.1h	89236-262849	U.S.	12/243,876 7,750,778	10/01/08 07/06/10	04/04/08	L. Fullerton M. Roberts	A system and method for attachment of objects (Continuation of C.7)	Issued
25.	C.7.1j	89236-262852	U.S.	12/243,868 7,839,244	10/01/08 11/23/10	04/04/08	L. Fullerton M. Roberts	A system and method for disabling a field emission structure (Continuation of C.7)	Issued
26.	C.7.1k	89236-262856	U.S.	12/243,864 7,750,777	10/01/08 07/06/10	04/04/08	L. Fullerton M. Roberts	A system and method for affecting field emission properties of field emission structures (Continuation of C.7)	Issued
27.	C.7.1l	89236-262857	U.S.	12/241,526 7,839,246	09/30/08 11/23/10	04/04/08	L. Fullerton M. Roberts	A field structure and method for producing a field structure (Continuation of C.7)	Issued
28.	C.7.1m	89236-262858	U.S.	12/463,080 7,750,780	05/08/09 07/06/10	04/04/08	L. Fullerton M. Roberts	A system and method for separating attached field emission structures (Continuation of C.7)	Issued
29.	C.7.1n	89236-262859	U.S.	12/463,076 7,750,779	05/08/09 07/06/10	04/04/08	L. Fullerton M. Roberts	A system and method for controlling field emissions (Continuation of C.7)	Issued
30.	C.7.1o	89236-262860	U.S.	12/463,102 7,808,348	05/08/09 10/05/10	04/04/08	L. Fullerton M. Roberts	A system and method for configuring a plurality of magnets (Continuation of C.7)	Issued
31.	C.7.1p	89236-262865	U.S.	12/463,095 7,772,951	05/08/09 08/10/10	04/04/08	L. Fullerton M. Roberts	A system and method for causing an object to hover over a surface (Continuation of C.7)	Issued

32.	C.7.1q	89236-262866	U.S.	12/463,162 7,808,350	05/08/09 10/05/10	04/04/08	L. Fullerton M. Roberts	A method for designing magnetic field emission structures (Continuation of C.7)	Issued
33.	C.7.1r	89236-268341	U.S.	12/463,088 7,760,058	05/08/09 07/20/10	04/04/08	L. Fullerton M. Roberts	A system and method for producing a spatial force (Continuation of C.7)	Issued
34.	C.7.1s	89236-270400	U.S.	12/463,104 7,808,349	05/08/09 10/05/10	04/04/08	L. Fullerton M. Roberts	A method and system for producing repeating spatial forces (Continuation of C.7)	Issued
35.	C.7.1t	89236-270398	U.S.	12/463,098 7,834,728	05/08/09 11/16/10	04/04/08	L. Fullerton M. Roberts	A method for producing two dimensional codes for defining spatial forces (Continuation of C.7)	Issued
36.	C.7.1u	89236-270394	U.S.	12/463,062 7,724,113	05/08/09 05/25/10	04/04/08	L. Fullerton M. Roberts	A system and method for producing a slide lock mechanism (Continuation of C.7)	Issued
37.	C.7.1v	89236-270401	U.S.	12/463,069 7,724,114	05/08/09 05/25/10	04/04/08	L. Fullerton M. Roberts	A system and method for producing a hover surface (Continuation of C.7)	Issued
38.	C.7.1w	89236-270396	U.S.	12/463,058 7,812,697	05/08/09 10/12/10	04/04/08	L. Fullerton M. Roberts	A method and system for producing repeating spatial forces (Continuation of C.7)	Issued
39.	C.7/CIP1	89236-265835	U.S.	12/358,423 7,868,721	01/23/09 01/11/11	04/04/08	L. Fullerton M. Roberts J. Richards	A field emission system and method (CIP of C.7)	Issued
40.	C.7/CIP1/PCT	WJT016-0018	PCT	PCT/US10/2 1612	01/21/10	04/04/08	L. Fullerton M. Roberts J. Richards	A field emission system and method (CIP of C.7)	Pending
41.	C.7/CIP1.1a	89236-270655	U.S.	12/479,509 7,864,010	06/05/09 01/04/11	04/04/08	L. Fullerton M. Roberts J. Richards	A Method for Coding Field Emission Structures (Golomb Ruler Codes) (CIP of C.7/CIP1)	Issued
42.	C.7/CIP1.1b	89236-270657	U.S.	12/479,505 7,864,009	06/05/09 01/04/11	04/04/08	L. Fullerton M. Roberts J. Richards	A Method for Coding Two-dimensional Field Emission Structures (Costas Array Codes) (CIP of C.7/CIP1)	Issued
43.	C.7/CIP1.1c	89236-270658	U.S.	12/479,501 7,772,952	06/05/09 08/10/10	04/04/08	L. Fullerton M. Roberts J. Richards	A Method for Coding Field Emission Structures Using A Coding Combination (Combo Codes) (CIP of C.7/CIP1)	Issued
44.	C.7/CIP1.1d	89236-270661	U.S.	12/479,499 7,889,038	06/05/09 02/15/11	04/04/08	L. Fullerton M. Roberts J. Richards	A Method for Producing a Code for Defining Field Emission Structures (Coding Optimizer) (CIP of C.7/CIP1)	Issued
45.	C.7/CIP1.1e	89236-270662	U.S.	12/479,493 7,750,774	06/05/09 07/06/10	04/04/08	L. Fullerton M. Roberts J. Richards	A Method for Defining Field Emission Structure Using Non-Regular Patterns (CIP of C.7/CIP1)	Issued
46.	C.7/CIP1.1f	89236-270663	U.S.	12/479,488 7,839,245	06/05/09 11/23/10	04/04/08	L. Fullerton M. Roberts J. Richards	A System and Method for Producing Circular Field Emission Structures (Ring Magnet Structures) (CIP of C.7/CIP1)	Issued
47.	C.7/CIP1.1g	89236-270664	U.S.	12/479,485 7,839,248	06/05/09 11/23/10	04/04/08	L. Fullerton M. Roberts J. Richards	A System and Method for Producing Biased Circular Field Emission Structures (Biasing centers of Ring Magnet Structures w/ complementary and w/ non-magnetized piece) (CIP of C.7/CIP1)	Issued
48.	C.7/CIP1.1h	89236-270665	U.S.	12/479,512 7,855,624	06/05/09 12/21/10	04/04/08	L. Fullerton M. Roberts J. Richards	A System and Method for Minimizing Disturbances by a Field Emission Structure (CIP of C.7/CIP1)	Issued
49.	C.7/CIP1.1i	89236-270666	U.S.	12/479,516 7,864,011	06/05/09 01/04/11	04/04/08	L. Fullerton M. Roberts J. Richards	A System and Method for Balancing Concentric Circular Field Emission Structures (CIP of C.7/CIP1)	Issued
50.	C.7/CIP2	WJT016-0003	U.S.	12/479,074 7,681,256	06/05/09 03/23/10	04/04/08	L. Fullerton M. Roberts	Correlated Magnetic Mask and Method for Using the Correlated Magnetic Mask (CIP of C.7/CIP9)	Issued
51.	C.7/CIP2.1	WJT016-0003C1	U.S.	12/728,201 7,823,224	03/20/10 11/02/10	04/04/08	L. Fullerton M. Roberts	Correlated Magnetic Mask and Method for Using the Correlated Magnetic Mask (CIP of C.7/CIP9)	Issued
52.	C.7/CIP3a	WJT016-0001A	U.S.	12/478,889 7,821,367	06/05/09 10/26/10	04/04/08	L. Fullerton M. Roberts	Correlated magnetic harness and method for using the correlated magnetic harness (CIP of C.7/CIP9)	Issued
53.	C.7/CIP3b	WJT016-0001B	U.S.	12/478,939 7,817,002	06/05/09 10/19/10	04/04/08	L. Fullerton M. Roberts	Correlated magnetic belt and method for using the correlated magnetic belt (CIP of C.7/CIP9)	Issued
54.	C.7/CIP4a	090001	U.S.	12/478,911 7,843,295	06/05/09 11/30/10	04/04/08	L. Fullerton M. Roberts J. Richards	Magnetically attachable and detachable panel system (CIP of C.7/CIP9)	Issued
55.	C.7/CIP4a.1	100018	U.S.	12/952,391 7,961,069	10/23/10 06/14/10	04/04/08	L. Fullerton M. Roberts J. Richards	Magnetic Attachment System (Cont of C.7/CIP4a-d)	Issued
56.	C.7/CIP4a.2	11003	U.S.	13/157,975	06/10/11	04/04/08	L. Fullerton M. Roberts J. Richards	Magnetic Attachment System with Low Cross Correlation	Pending
57.	C.7/CIP4b	090002	U.S.	12/478,950 7,843,296	06/05/09 11/30/10	04/04/08	L. Fullerton M. Roberts J. Richards	Magnetically attachable and detachable panel method (CIP of C.7/CIP9)	Issued
58.	C.7/CIP4c	090003	U.S.	12/478,969 7,843,297	06/05/09 11/30/10	04/04/08	L. Fullerton M. Roberts	Coded Magnetic Structures for Selective Association of Articles	Issued

58.	C.7/CIP4c	090003	U.S.	12/478,969 7,843,297	06/05/09 11/30/10	04/04/08	L. Fullerton M. Roberts J. Richards	Coded Magnetic Structures for Selective Association of Articles (CIP of C.7/CIP9)	Issued
59.	C.7/CIP4d	090004	U.S.	12/479,013 7,839,247	06/05/09 11/23/10	04/04/08	L. Fullerton M. Roberts J. Richards	Magnetic Force Profile System Using Coded Magnet Structures (CIP of C.7/CIP9)	Issued
60.	C.7/CIP4e	090005	U.S.	12/479,073 7,755,462	06/05/09 07/13/10	04/04/08	L. Fullerton M. Roberts J. Richards	Ring Magnet Structures Having a Coded Magnet Pattern (CIP of C.7/CIP9)	Issued
61.	C.7/CIP4f	090006	U.S.	12/479,106 7,750,781	06/05/09 07/06/10	04/04/08	L. Fullerton M. Roberts J. Richards	Coded Linear Magnet Arrays in Two Dimensions (CIP of C.7/CIP9)	Issued
62.	C.7/CIP5	89236-292067 (Previously JSF 14-0001)	U.S.	12/322,561	02/04/09	04/04/08	L. Fullerton M. Roberts	System and method for producing an electric pulse (correlated magneto) (CIP of C.7/CIP1)	Pending
63.	C.7/CIP5/PCT	JSF 14-0001 89236-?????	PCT	PCT/US2009 /002027	04/02/09	04/04/08	L. Fullerton M. Roberts	System and method for producing an electric pulse (correlated magneto) (CIP of C.7/CIP1)	Pending
64.	C.7/CIP5/CA	89236-292425	Canada	9728519	04/01/09	04/04/08	L. Fullerton M. Roberts	System and method for producing an electric pulse (correlated magneto) (CIP of C.7/CIP1)	Pending
65.	C.7/CIP5/EP	89236-292069	Europe	09728519.1	04/01/09	04/04/08	L. Fullerton M. Roberts	System and method for producing an electric pulse (correlated magneto) (CIP of C.7/CIP1)	Pending
66.	C.7/CIP6	WJT016-0002	U.S.	12/501,425 7,824,083	07/11/09 11/02/10	04/04/08	L. Fullerton M. Roberts	Correlated Magnetic Light and Method for Using the Correlated Magnetic Light (CIP of C.7/CIP9)	Issued
67.	C.7/CIP7	WJT016-0004	U.S.	12/499,039 7,893,803	07/07/09 02/22/11	04/04/08	L. Fullerton M. Roberts	Correlated magnetic coupling device and method for using the correlated coupling device (CIP of C.7/CIP9)	Issued
68.	C.7/CIP8	WJT016-0005	U.S.	12/479,818 7,823,300	06/07/09 11/02/10	04/04/08	L. Fullerton M. Roberts	Correlated magnetic footwear and method for using the correlated magnetic footwear (CIP of C.7/CIP9)	Issued
69.	C.7/CIP9	89236-269364	U.S.	12/476,952	06/02/09	04/04/08	L. Fullerton M. Roberts J. Richards	A field emission system and method (CIP of C.7/CIP5)	Pending
70.	C.7/CIP9/PCT	WJT016-0019WO	PCT	PCT/US10/3 6443	05/27/10	04/04/08	L. Fullerton	A field emission system and method (CIP of C.7/CIP5)	Pending
71.	C.7/CIP10	WJT016-0008a	U.S.	12/479,821 7,963,818	06/07/09 06/21/11	04/04/08	L. Fullerton M. Roberts	Correlated magnetic toy parts and method for using the correlated magnetic toy parts (CIP of C.7/CIP9)	Issued
72.	C.7/CIP11	WJT016-0009	U.S.	12/479,823 7,817,003	06/07/09 10/19/10	04/04/08	L. Fullerton M. Roberts	Device and method for enabling a cover to be attached to and removed from a compartment within the device (CIP of C.7/CIP9)	Issued
73.	C.7/CIP12	WJT016-0020	U.S.	12/895,061 7,956,712	09/30/10 06/06/11	04/04/08	L. Fullerton M. Roberts W. Case R. Babayi	Correlated magnetic assemblies for securing objects in a vehicle	Issued
74.	C.7/CIP13	WJT016-0006	U.S.	12/495,462 7,817,005	06/30/09 10/19/10	04/04/08	L. Fullerton M. Roberts	Correlated magnetic container and method for using the correlated magnetic container (CIP of C.7/CIP9)	Issued
75.	C.7/CIP14	WJT016-0021	U.S.	12/894,837 7,961,068	09/30/10 06/14/10	04/04/08	M. Williams L. Fullerton M. Roberts	Correlated magnetic breakaway device and method	Issued
76.	C.7/CIP15	WJT016-0007	U.S.	12/479,820 7,812,698	06/07/09 10/12/10	04/04/08	L. Fullerton M. Roberts	Correlated magnetic suit and method for using the correlated magnetic suit (CIP of C.7/CIP9)	Issued
77.	C.7/CIP16	WJT016-0010	U.S.	12/494,064 7,817,004	06/29/09 10/19/10	04/04/08	L. Fullerton M. Roberts H. Thompson H. Thompson	Correlated magnetic prosthetic device and method for using the correlated magnetic prosthetic device (CIP of C.7/CIP9)	Issued
78.	C.7/CIP17a	CMR0002a	U.S.	12/896,424 7,958,575	10/01/10 06/14/11	04/04/08	L. Fullerton M. Roberts J. Richards	Toilet safety apparatus, systems and methods (CIP of C.7/CIP9)	Issued
79.	C.7/CIP17b	CMR0003a	U.S.	12/896,383	10/1/10	04/04/08	L. Fullerton M. Roberts J. Richards	Appliance Safety Apparatus, Systems, and Methods (CIP of C.7/CIP9)	Allowed
80.	C.7/CIP17c	CMR0004a	U.S.	12/896,453	10/1/10	04/04/08	L. Fullerton M. Roberts J. Richards	Child Safety Gate Apparatus, Systems, and Methods (CIP of C.7/CIP9)	Allowed
81.	C.7/CIP18	WJT016-0011	U.S.	12/496,463 7,956,711	07/01/09 06/07/11	04/04/08	L. Fullerton M. Roberts	Apparatuses and Methods Relating to Tool Attachments that may be Removably Connected to an Extension Handle (CIP of C.7/CIP9)	Issued
82.	C.7/CIP19	WJT016-0012	U.S.	12/507,015 7,817,006	07/21/09 10/19/10	04/04/08	L. Fullerton M. Roberts Mitch Williams	Apparatuses and methods relating to precision attachments between first and second components (CIP of C.7/CIP9)	Issued
83.	C.7/CIP20a	WJT016-0015	U.S.	12/885,450	09/18/10			Multilevel Correlated Magnetic System and Method for Using Same	Allowed
84.	C.7/CIP20a/PC T	WJT016-0015WO	PCT	PCT/US10/4 9410	09/18/10			Multilevel Correlated Magnetic System and Method for Using Same	Pending

86.	C.7/CIP27	WJT016-0014	U.S.	12/783,409 7,834,729	05/19/10 11/16/10	04/04/08		Correlated magnetic connector and method for using the correlated magnetic connector	Issued
87.	C.7/CIP29	090009	U.S.	12/896,723	10/01/10		L. Fullerton M. Roberts J. Richards	Stepping Motor with Coded Pole Pattern	Allowed
88.	C.7/CIP30	CRR-0007/CIP30	U.S.	13/104,393	05/10/11	05/10/10	L. Fullerton M. Roberts	A system and method for moving an object	Pending
89.	C.7/CIP31-P	CRR-0007-CIP31P	U.S.	61/399,448 Provisional	07/12/10			A System and Method for Producing Multi-level Magnetic Fields	Pending
90.	C.7/CIP32-P	CRR-0007-CIP32P	U.S.	61/400,995 Provisional	09/17/10		L. Fullerton	A System and Method for Power Generation	Pending
91.	C.7/CIP33-P	CRR-0007-CIP33P	U.S.	61/403,814 Provisional	09/22/10		L. Fullerton M. Roberts	A System and Method for Producing Magnetic Structures	Pending
92.	C.7/CIP34-P	CRR-0007-CIP34P	U.S.	61/404,147 Provisional	09/27/10		M. Roberts L. Fullerton	A System and Method for Producing Stacked Field Emission Structures	Pending
93.	C.7/CIP35-P	CRR-0007-CIP35P	U.S.	61/455,337 Provisional	10/19/10		L. Fullerton M. Roberts	A System and Method for Power Generation	Pending
94.	C.7/CIP36-P	CRR-0007-CIP36P	U.S.	61/455,820 Provisional	10/27/10		L. Fullerton M. Roberts	A System and Method for Power Generation	Pending
95.	C.7/CIP37-P	CRR-0007-CIP37P	U.S.	61/459,329 Provisional	12/10/10		L. Fullerton M. Roberts	A System and Method for Affecting Fields of Field Emission Structures	Pending
96.	C.7/CIP38-P	CRR-0007-CIP38P	U.S.	61/459,994 Provisional	12/22/10		L. Fullerton M. Roberts	A System and Method for Affecting Flux of Magnetic Structures	Pending
97.	C.7/CIP39-P	CRR-0007-CIP39P	U.S.	61/461,570 Provisional	01/20/11		L. Fullerton M. Roberts	A System and Method for Controlling Mechanical Impedance	Pending
98.	C.7/CIP40-P	CRR-0007-CIP40P	U.S.	61/462,715 Provisional	02/07/11		L. Fullerton M. Roberts	A System and Method for Producing Magnetic Structures	Pending
99.	C.7/CIP41-P	CRR-0007-CIP-41P	U.S.	TBD Provisional	05/25/11		L. Fullerton M. Roberts	A system and method for defining magnetic structures	Pending
100.	C.7/CIP42-P	CRR-0007-CIP42P	U.S.	61/465,801 Provisional	03/24/11		L. Fullerton M. Roberts	Electrical Adapter System	Pending
101.	C.7/CIP43-P	CRR-0007-CIP43P	U.S.	61/465,810 Provisional	03/24/11		L. Fullerton M. Roberts K. Loum R. Fechner	Electromagnet Based Detachment System	Pending
102.	C.7/CIP44-P	CRR-0007-CIP44P	U.S.	61/518,901 Provisional	05/13/11		K. Loum	Magnetically Levitating System	Pending