

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT2971112

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	LICENSE
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
THOMAS R JONES	02/20/2013
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BASIC TECHNOLOGY CORPORATION
<b>Street Address:</b>	P.O. BOX 26
<b>City:</b>	NAMPA
<b>State/Country:</b>	IDAHO
<b>Postal Code:</b>	83653
<b>PROPERTY NUMBERS Total: 4</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	61758435
<b>Application Number:</b>	61774135
<b>Application Number:</b>	61859068
<b>PCT Number:</b>	US2014013781
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(419)931-0003
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	208.629.0020 X152
<b>Email:</b>	steve@bnip.com
<b>Correspondent Name:</b>	STEPHEN NIPPER
<b>Address Line 1:</b>	929 S. ALLANTE PLACE
<b>Address Line 4:</b>	BOISE, IDAHO 83709
<b>ATTORNEY DOCKET NUMBER:</b>	1325-004
<b>NAME OF SUBMITTER:</b>	STEPHEN M. NIPPER
<b>SIGNATURE:</b>	/Stephen M. Nipper, Reg. No. 46260/
<b>DATE SIGNED:</b>	08/06/2014
<b>Total Attachments: 22</b>	
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**TECHNOLOGY LICENSE AGREEMENT**

This TECHNOLOGY LICENSE AGREEMENT (“*Agreement*”) is made and entered into as of 2-20, 2013 (“*Effective Date*”), by and between Basic Technology Corporation, a Nevada corporation, its successors and assigns, with its principal place of business at PO Box 26, Nampa, Idaho 83653 (“*Licensee*”), and Thomas R. Jones, an individual and his successors and assigns, with an address of 3255 Casey Road, Fallon, Nevada 89406 (“*Licensor*”). Licensor and Licensee are sometimes referred to collectively in this Agreement as the “*Parties*,” and individually, as a “*Party*.”

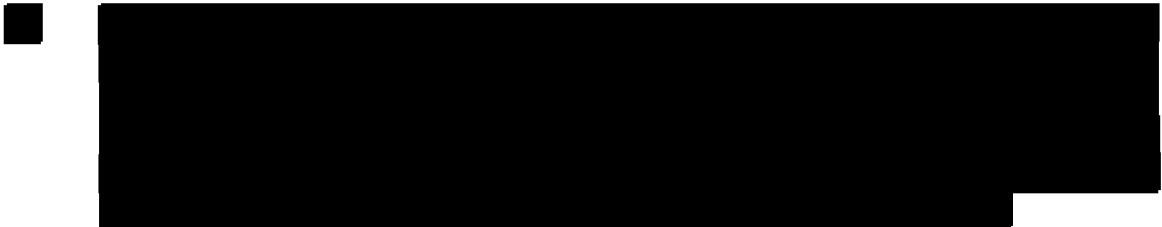
**RECITALS**

- A. Licensee is in the business of developing and marketing for licensing an energy efficient vapor fuel delivery system for gasoline engines, throughout the world.
- B. Licensor is in the business of designing, owning, patenting, developing and licensing an energy efficient vapor fuel delivery system for gasoline engines, throughout the world.
- C. Licensor is the creator and owner of a certain patented design for the manufacture of an energy efficient vapor fuel delivery system for gasoline engines, which is the subject of U.S. Patent Application No. 61758435 (“*Product*”).
- D. The Parties desire to enter into an agreement providing terms for Licensor's licensing to Licensee of the Product for Licensee's use to sub-license the Product, pursuant to the terms of this Agreement, throughout the world.

NOW, THEREFORE, in consideration of the respective representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**ARTICLE 1  
DEFINITIONS**

- 1.1 **Definitions.** The following capitalized terms shall have the meanings set forth below.





■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

(h) ***“Intellectual Property Rights”*** shall mean any and all proprietary, common law and/or statutory intellectual property rights, including but not limited to, patentable materials and patent rights, copyrightable materials and copyrights, moral rights, trade secret rights, trademark rights, service mark rights and/or any and all other proprietary rights, including Improvements (as defined in Section 2.4(a) below).

■ [REDACTED]

- (j) ***“Licensed Technology”*** shall mean the license to use, for the limited purposes set forth in this Agreement only, the Product, all Intellectual Property Rights thereto (including those listed on Exhibit A attached hereto, and including all divisions, continuations, continuations in-part, or foreign equivalents of said patents and patent applications, and all reissues and extensions thereof and all patents granted thereon in any jurisdiction), Documentation, enhancements, upgrades, improvements, plans and specifications, and engineering information and data, architecture, designs, devices, ideas, processes, formulas and know-how, and all Product-related hardware and software, if any, including but not limited to, electrical and mechanical design components.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

1.2 **Other Definitions.** All other defined terms shall have the meanings ascribed to them in the body of this Agreement.

## **ARTICLE 2** **LICENSE**

2.1 **Grant of License.** Subject to receipt by Licensor of all amounts due and payable to Licensor under this Agreement, and further subject to the terms of this Agreement and the exceptions and limitations set forth herein, Licensor hereby grants to Licensee, effective as of the Effective Date, the exclusive, perpetual, world-wide, non-transferable, non-sublicensable (except as expressly provided in this Article 2), and royalty-bearing license to the Licensed Technology and any subsequent Improvements, to: design, have designed, develop, have developed, make, have made, test, have tested, use, market, distribute, manufacture, have manufactured, sell, offer to sell, support, import and export the Product in the Territory containing or embodying the Licensed Technology and any subsequent Improvements, including rights under any Licensor patents or copyrights relevant thereto (including after-acquired rights).

- (a) This grant is limited to the use of the Products and the embodied Licensed Technology and any subsequent Improvements in the design, for the manufacture and sale of an energy efficient vapor fuel delivery system for gasoline engines only. No other use by Licensee of the Licensed Technology or any subsequent Improvements is permitted.

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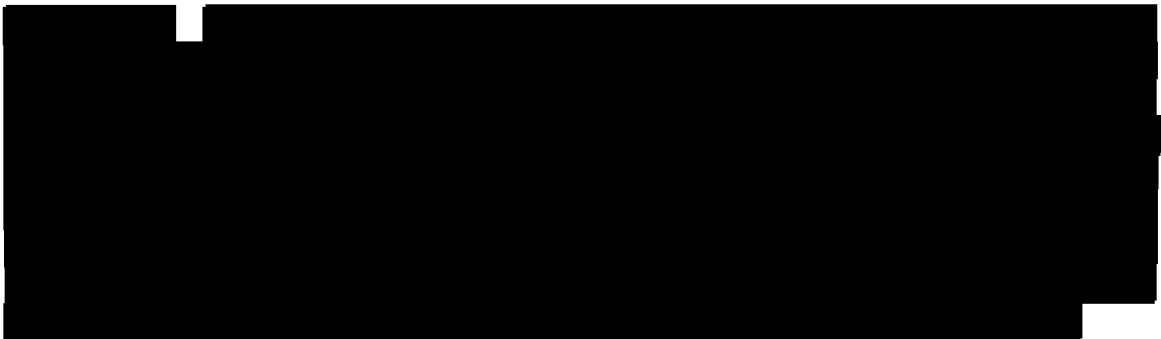
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**ARTICLE 7**  
**PATENT PROSECUTION, ENFORCEMENT AND DEFENSE**

7.1 **Patent Prosecution.** Licensor reserves for itself the sole right and authority to determine in which countries it will file, prosecute and/or maintain patent application(s), and maintain (including payment on annuities or taxes) granted patents. Notwithstanding the foregoing, Licensor represents that the patent applications identified in Exhibit A will or have been filed. Notwithstanding the foregoing, Licensor will use its best efforts to prosecute and maintain the patent rights associated with the Licensed Technology within the United States and will use commercially reasonable efforts to prosecute and maintain the patent rights associated with the Licensed Technology throughout the rest of the world. Licensor agrees to notify Licensee within ten (10) days of its filing of any patent or trademark application relating to the Licensed Technology. Licensor further agrees to allow Licensee unrestricted access to all files relating to the patent rights associated with the Licensed Technology and to provide Licensee, upon Licensee's reasonable request, with a copy of any correspondence between Licensor and the United States Patent and Trademark Office relating to the patent rights associated with the Licensed Technology. Licensor shall consult with Licensee and endeavor to provide Licensee with a meaningful opportunity to review and provide input into decisions regarding the filing, prosecution and maintenance of any patent or patent application associated with the Licensed Technology.



[REDACTED]

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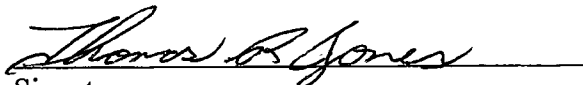
[REDACTED]

- 10.13 **Severability.** If any provision of this Agreement is held illegal, invalid or unenforceable by a court of competent jurisdiction, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- 10.14 **Counterparts.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original. The individuals signing below represent that they are duly authorized to do so by and on behalf of the Party for whom they are signing.
- 10.15 **Facsimile Signatures.** The Parties hereto agree that transmission to the other Party of this Agreement with its facsimile signature shall bind the Party transmitting this by facsimile in the same manner as if such Party's original signature had been delivered. Without limiting the foregoing, each Party who transmits this Agreement to the other Party with its facsimile signature covenants to deliver the original thereof to the other Party upon request as soon as possible thereafter.
- 10.16 **Headings.** The headings contained in this Agreement have been inserted for convenience of reference only and shall not modify, define, expand or limit any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Technology License Agreement as of the date first set forth above.

**LICENSOR:**

Thomas R. Jones

  
Signature

**LICENSEE:**

Basic Technology Corporation

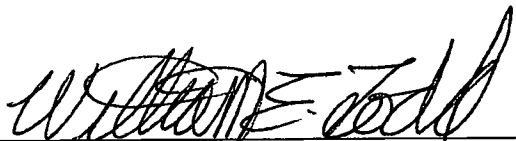
By:   
William E. Todd, Vice-President

Exhibit A

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**PATENTS AND APPLICATIONS**

United States, Patent Application No. 61758435 (incorporates by reference 6746002)

TECHNOLOGY LICENSE AGREEMENT – 22

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**RECORDED: 08/06/2014**

**PATENT  
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