

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5323655

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
PAUL HERBERT DEWYNGAERT	02/28/2013
GUY JAMES SPINELLI	10/20/2017
RECEIVING PARTY DATA	
Name:	SPECTRAJET
Street Address:	1150 MCCONNELL RD.
City:	WOODSTOCK
State/Country:	ILLINOIS
Postal Code:	60098
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15646981
CORRESPONDENCE DATA	
Fax Number:	(405)607-8686
<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>	
Phone:	405-607-8600
Email:	docketing@dunlapcoddling.com
Correspondent Name:	DUNLAP CODDING P.C.
Address Line 1:	P.O. BOX 16370
Address Line 4:	OKLAHOMA CITY, OKLAHOMA 73113
ATTORNEY DOCKET NUMBER:	7435.002
NAME OF SUBMITTER:	JORDAN A. SIGALE
SIGNATURE:	/jordanasigale/
DATE SIGNED:	01/14/2019
Total Attachments: 18	
source=7435.002 Assignment - inventors to SpectraJet#page1.tif	
source=7435.002 Assignment - inventors to SpectraJet#page2.tif	
source=7435.002 Assignment - inventors to SpectraJet#page3.tif	
source=7435.002 Assignment - inventors to SpectraJet#page4.tif	
source=7435.002 Assignment - inventors to SpectraJet#page5.tif	

source=7435.002 Assignment - inventors to SpectraJet#page6.tif
source=7435.002 Assignment - inventors to SpectraJet#page7.tif
source=7435.002 Assignment - inventors to SpectraJet#page8.tif
source=7435.002 Assignment - inventors to SpectraJet#page9.tif
source=7435.002 Assignment - inventors to SpectraJet#page10.tif
source=7435.002 Assignment - inventors to SpectraJet#page11.tif
source=7435.002 Assignment - inventors to SpectraJet#page12.tif
source=7435.002 Assignment - inventors to SpectraJet#page13.tif
source=7435.002 Assignment - inventors to SpectraJet#page14.tif
source=7435.002 Assignment - inventors to SpectraJet#page15.tif
source=7435.002 Assignment - inventors to SpectraJet#page16.tif
source=7435.002 Assignment - inventors to SpectraJet#page17.tif
source=7435.002 Assignment - inventors to SpectraJet#page18.tif

ASSIGNMENT

WHEREAS: Guy James Spinelli, an individual residing at 1150 McConnell Rd., Woodstock, IL 60098; and Paul Herbert DeWynngaert, an individual residing at 91 Langsford St., Glovcaster, MA 01930 (hereinafter referred to as ASSIGNORS), have invented and own a certain invention entitled: SUBLIMATION TRANSFER PAPER WITH COATING, AND METHOD FOR MAKING SAME, for which Letters Patent of the United States was filed on July 11, 2017, identified as U.S. Serial No. 15/646,981.

WHEREAS: SpectraJet, a Illinois corporation, having its principal office and place of business at 1150 McConnell Rd., Woodstock, IL 60098 (hereinafter referred to as ASSIGNEE), is desirous of acquiring the entire interest in, to and under said invention and in, to and under Letters Patent or similar legal protection to be obtained therefor in the United States and in any and all foreign countries.

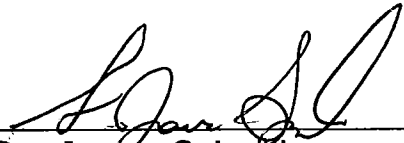
NOW, THEREFORE, TO ALL WHOM IT MAY CONCERN: Be it known that in consideration of the payment by ASSIGNEE TO ASSIGNORS of the sum of One Dollar (\$1.00), the receipt of which is hereby acknowledged, and for other good and valuable consideration, ASSIGNORS hereby sell, assign and transfer to ASSIGNEE the full and exclusive right, title and interest to said invention in the United States and its territorial possessions and in all foreign countries, including the right, but not limited to, suing and collecting damages for past infringements, and to claim priority under any applicable provisions of the International Convention and the Patent Cooperation Treaty and to all Letters Patent or similar legal protection in the United States and its territorial possessions and in any and all foreign countries to be obtained for said invention by said application or any continuation, division, renewal, substitute or reissue thereof or any legal equivalent thereof in a foreign country for the full term or terms for which the same may be granted.

ASSIGNORS hereby covenant that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale;

ASSIGNORS further covenants that ASSIGNEE will, upon its request, be provided promptly with all pertinent facts and documents relating to said application, said invention and said Letters Patent and legal equivalents in foreign countries as may be known and accessible to ASSIGNORS and will testify as to the same in any interference or litigation related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain,

maintain, issue and enforce said application, said invention and said Letters Patent and said equivalents thereof in any foreign country which may be necessary or desirable to carry out the purposes thereof.

IN WITNESS WHEREOF, I have hereunto set hand and seal this ___ day of _____ 2017.



Guy James Spinelli

IN WITNESS WHEREOF, I have hereunto set hand and seal this ___ day of _____ 2017.

Paul Herbert DeWyngaert

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into this February 28 2013 and between SPECTRAJET INC., a Illinois Corporation, ("the Company") and Paul DeWyngaert ("Employee")

WITNESSETH:

WHEREAS, the Company has been organized and is in the business for the operation of a Sublimation paper manufacturing and sales business.

WHEREAS, the Company desires to employ Employee to assist the Company in serving as its Vice President of Technical Development and to perform such other duties as are set forth herein.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Employment. The Company hereby employs Employee and Employee hereby accepts such employment with the Company for the terms and upon the terms and conditions set forth herein.

Section 2. Term and Renewal. Subject to the termination provisions of Section 7 hereof, this Agreement shall become effective on January 1, 2013 and shall remain in effect for a period of one year from said date, and shall be renewed thereafter automatically for successive one (1) year periods without further action by either the Company or Employee unless either party provides written notice, not less than sixty (60) days prior to the expiration of the then current term, of such party's intention not to renew the Agreement for cause in accordance with the terms of the Shareholder Agreement and Section 6 of this Employment Agreement (termination for cause)

Section 3. Duties of Employment.

3.1. Duties. Employee's duties hereunder shall include all services necessary for the production and technical support side of the business. This shall include, but shall not be limited to the following specific functions:

- A. To oversee the production of the "coating" as used by the Corporation in its production of sublimation and other types of paper.
- B. Provide Technical support and consultation to customers.
- C. Work on our Patent's with the US Patent office.
- D. To support our sales staff on the technical end of Sublimation printing.

- E. To develop coatings for other fields like UV printing in Grand Format.
- F. To work on a coating to sublimate on anything.
- G. To maintain a list of customers he is working on with Technical problems

3.2. Right to Designate Additional Duties. The Company shall have the right to designate duties to be performed by Employee from time to time in addition to those duties specified above.

3.3. Full Time. Employee shall devote so much of his time, skill, labor and attention to the affairs and activities of the Company as may be reasonably requested to best service the interests of the the Company, and shall handle such administrative and supervisory responsibilities as may be assigned to him from time to time by the Company. Nothing herein shall prevent Employee from making private investments which do not conflict with his responsibilities to the Company.

Section 4. Compensation. The Company shall pay Employee the amounts identified below: Such compensation shall be payable to Employee as follows:

- (a) Base Salary. As Base Salary for medical services rendered by Employee for the one-year period beginning January 1, 2013 and ending December 31, 2013 the Company shall pay Employee the sum of \$ 132,000.00 as Base Salary.. The Base Salary shall be payable in bi-weekly installments payable on the 15th and the last day of each month.

Section 5. Additional Benefits.

5.1. Employee Benefits Plans. For so long as Employee remains employed by the Company, Employee shall, upon meeting the respective eligibility requirements, be entitled to participate in any and all employee benefits plans of the Company as may exist from time to time, and under which Employee may qualify, including, without limitation, medical, health, life and disability insurance coverage, pension and profit sharing benefits, and other deferred compensation plans, should such plans be adopted for the benefit of the employees.

5.2. Vacation. Employee shall be entitled to five (5) calendar weeks of vacation time per year. Such vacation shall be taken by Employee at such times as are mutually agreed upon by the parties hereto. During such vacation time, there shall be no diminution or decrease in the Base Salary paid by the Company to Employee pursuant to this Agreement. Vacation time not taken by Employee shall not be accumulated beyond the employment year in which Employee was entitled to such vacation time.

Section 6. Termination.

6.1. Termination For Cause: Employee may be terminated with cause in the event that the Employee fails to cure, within sixty (60) days of receipt of written notice from the Company, any material breach of his duties as required under this Employment Agreement. In the event of such termination, Employee, if requested by the Company, shall continue to perform the services required under this Agreement, and shall be compensated as provided herein up to the date of termination.

No notice shall be required, nor an applicable right to cure shall apply in the event of the occurrence of any act of fraud, dishonesty or other similar acts of misconduct on the part of Employee in the performance of his duties hereunder, as conclusively determined by the Board of Directors of the Company.

6.2 Mandatory Termination:

(a) The death of Employee;

(b) Either: (i) the temporary disability of Employee extending for a continuous period of more than one hundred eighty (180) days, provided that any days of disability separated by thirty (30) days or less shall be considered continuous; or (ii) the permanent disability of Employee at any time. In the event of any disagreement as to whether Employee is disabled, the determination of disability shall be made as follows: (i) Employee shall designate a licensed physician within fifteen (15) days from the date such disagreement arises.; (ii) the Company, within fifteen (15) days from the date such disagreement arises, shall designate a licensed physician; (iii) the physicians designated by Employee and the Company shall together choose a third licensed physician; and (iv) the three physicians so selected shall make a conclusive determination as to disability within thirty (30) days from the date the third licensed physician is selected. In the event that Employee or the Company should fail or refuse to designate a physician pursuant to the foregoing, the physician designated by the other party shall make a conclusive determination as to disability within thirty (30) days from the date of such physician's selection. Each of the parties shall bear the cost of the physician designated by it, and any other costs of making a determination of disability shall be shared equally by the Company and Employee. In the event Employee is determined to be disabled, he shall be deemed to be disabled on the date the disagreement arises for purposes of determining the beginning of the one hundred eighty (180) day disability period;

(c) A bona fide decision by the Company to terminate its business and liquidate its assets;

Section 7. Enforceability. This relationship of Employee and the Company being of special and unique nature, the parties expressly agree that the remedies at law for the undersigned's breach of this Agreement are inadequate and that the Company shall be entitled to preliminary and permanent injunctive relief in addition to any other legal or equitable remedies the Company may have.

Section 8. Miscellaneous.

8.1. Notices. Any notice or other communication given pursuant to this Agreement shall be in writing and, except as otherwise expressly provided, shall be: (i) mailed by registered or certified mail, postage prepaid; (ii) delivered by messenger against receipt therefore, in each case to the parties at the address set forth below, or such other address as such party may designate to the other parties by written notice hereunder. All such notices or other communications shall be deemed to have been received on the date of delivery by messenger or telecopy or, if mailed, on the fifth day after mailing.

If to the Company: SPECTRAJET INC.
 10611 WOLF DR
 HUNTLEY, IL 60142

If to Employee: PAUL DEWYNGAERT
 91 LANGSFORD ST.
 GLOUCESTER, MA 01930

8.2. Entire Agreement. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement between the parties hereto.

8.3. Binding Effect. All of the terms, provisions and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors and permitted assigns or transferees.

8.4. Severability. If any portion or provision of this Agreement shall for any reason be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining portions or provisions hereof shall nevertheless remain in full force and effect, as if such unenforceable portion or provision had never been a part hereof.

8.5. Amendment. No amendments, modifications, or waiver of any of the terms, conditions, or provisions of this Agreement shall be valid unless the same is in writing and signed by the parties hereto.

8.6. Waiver. The waiver by any party of a breach or provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach of such other party, of any other provision hereof, or of the right to insist at any time thereafter upon performance strictly in accordance with the provisions of this Agreement. No waiver shall be valid or binding unless made in writing and signed by the waiving party.

8.7. Assignment. This Agreement and all rights, benefits and obligations hereunder are personal to Employee, and neither this Agreement nor any right, obligation or interest of Employee herein, or arising hereunder, shall be voluntarily or involuntarily sold, transferred or assigned.

8.8. Governing Law. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed exclusively by, and in accordance with the internal laws of the State of Illinois.

8.9. Consent to Jurisdiction. Any suit or proceeding arising out of or relating to this Agreement shall be commenced only in a state or federal court located in McHenry County, Illinois and each party to this Agreement hereby consents to the exclusive jurisdiction of such courts.

8.10. Attorney's Fees and Costs. In the event of a dispute between the parties hereto, then the parties shall use their best efforts to resolve the dispute by causing the dispute to be submitted to a "dispute resolution service" to be jointly selected by the parties within sixty (60) days after the dispute shall have arisen. If the parties cannot agree on a dispute resolution service within such a time period, the parties may then resort to their legal remedies at law or at equity. If a dispute resolution service is used then the cost thereof shall be divided equally by the parties irrespective of the outcome. In either the use of a dispute resolution service or conventional legal remedies each party shall bear his own attorney's fees.

8.11. Pronouns, Singular and Plural. Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter form, and the singular form of nouns and pronouns shall include the plural and vice versa.

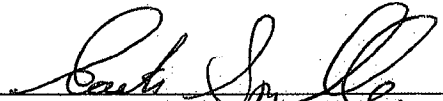
8.12. Heading. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of his Agreement.

8.13. Counterparts. This Agreement may be executed in counterparts by the parties hereto, each of which shall constitute an original, and all of which, when taken together, shall constitute one and the same Agreement.

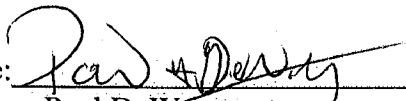
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SPECTRAJET, Inc. Illinois Corporation
By:



Gaetano Spinelli, President

Employee: 

Paul DeWynngaert

SHAREHOLDERS BUY-SELL AGREEMENT

THIS AGREEMENT made this ____ day of February, 2013, by and among Spectrajet, Inc., an Illinois Corporation, (hereinafter collectively referred to as the "Corporation") and Gaetano Spinelli and Paul DeWyngaert (hereinafter collectively referred to as the "Shareholder(s)") with respect to all of the issued and outstanding shares of stock of the Corporation presently or hereafter owned by each of the Shareholders.

OWNERSHIP OF SHARES

As of the date of this Agreement, it is agreed and understood that the ownership of Corporation is as follows:

Gaetano Spinelli: 500 Shares;
Paul DeWyngaert: 500 Shares;

It is agreed and understood that Gaetano Spinelli, as President/Treasurer of the Corporation, shall continue to run the day to day affairs of the Corporation in a fiscally responsible manner, taking into account the current and projected financial condition of the Corporation, as he has done so since the inception of same.

This shall include, but shall not be limited to the following powers and activities on behalf of the Corporation:

1. To hire or fire all employees with exception of shareholder employees, Paul DeWyngaert or Gaetano Spinelli, whose employment shall be controlled pursuant to Employment Agreements as executed between each and the Corporation from time to time.
2. To make all agreements with vendors OEM's.
3. To handle all financial matters, including, but not limited to, all banking, payroll, advertising, accounts payable, accounts receivable, and the only legal signature of the corporation.
4. Responsible for all sales and salespeople.
5. Responsible for the procurement of raw materials necessary, and for all matters related to the making and converting of the paper.

It is further agreed that Paul DeWyngaert, as the Secretary and Vice President of Technical Development of the Corporation, shall have the following obligations and duties:

1. To oversee the production of the "coating" as used by the Corporation in its production of sublimation and other types of paper.
2. Provide Technical support and consultation to customers.
3. Work on our Patent's with the US Patent office.

4. To support our sales staff on the technical end of Sublimation printing.
5. To develop coatings for other fields like UV printing in grand format.
6. To work on a coating to sublimate on anything.
7. To maintain a list of customers he is working on with Technical problems

Towards these goals it is further agreed that each of the Shareholders shall be employees of the Corporation pursuant to the terms and conditions of Employment Agreements as attached hereto. Further, that in the event of the death or disability of Gaetano Spinelli, that his son, Andrew Spinelli, shall, unless he is otherwise unable or unwilling, take over the role of President of the Corporation on the same terms and conditions as noted in the Employment Agreement and shall execute an Employment Agreement in substantially same form as exists at such time.

PURPOSE OF AGREEMENT

The purpose of this Agreement is to provide for the continuity in the management policies of the Corporation by providing for the purchase of any Shareholder's shares by the Corporation and Shareholder(s), and giving the Corporation and Shareholder(s) the first option to purchase any shares attempted to be sold by a Shareholder during his lifetime. The Corporation and the Shareholder(s) agree as follows:

RESTRICTION ON TRANSFER

1. Except as hereinafter expressly provided, no Shareholder shall, at any time during his lifetime, sell, assign, transfer, convey, give, encumber, pledge, hypothecate, dispose of or permit a levy or attachment on all, or any part, of his shares, whether voluntarily, involuntarily, or otherwise, now owned or hereafter acquired by him/her, without the written consent of: (a) the Board of Directors of the Corporation; and (b) the other Shareholder(s). The term "dispose of" as used in this Agreement shall include the sale, assignment, transfer, conveyance, gift, encumbrance, pledge, hypothecation, and any other disposition of shares, whether voluntary, involuntary, or otherwise. In the absence of such written consent, as above required, the provisions of Paragraphs 4, 5, 6 and 7 shall govern. The foregoing notwithstanding, a shareholder may transfer his/her shares to his/her spouse, child(ren) or to a Living Trust without the necessity of approval(s) as otherwise required hereunder.

AGREEMENT AVAILABLE FOR INSPECTION

2. An original copy of this Agreement duly executed by the Corporation and by the Shareholders shall be delivered to the Secretary of the Corporation and maintained by the attorney for the Corporation (presently Jay Zabel) for inspection by any person requesting to see it.

LEGEND ON SHARE CERTIFICATES

3. The Shareholders agree, immediately upon execution of this Agreement, to present the certificates representing the shares in the Corporation presently owned, or hereafter acquired by them, to the Secretary of the Corporation and cause the Secretary of the Corporation to stamp on the certificate in a prominent manner the following legend:

"The transfer, sale, assignment, hypothecation, encumbrance, or alienation of the shares represented by this Certificate is restricted by a Buy-Sell Agreement among all the Shareholders of the Corporation and the Corporation dated February 28, 2012. A copy of the Buy-Sell Agreement is available for inspection during normal business hours at the office of the attorney for the Corporation (Jay Zabel 55 W Monroe Ste. 3950 Chicago, IL 60603). All the terms and provisions of the Buy-Sell Agreement are hereby incorporated by reference and made a part of this Certificate."

PURCHASE AND SALE OF SHARES OF DECEASED SHAREHOLDERS

4. The Shareholders acknowledge that they have no obligation to purchase the shares of a deceased shareholder, however, in the event the Estate of a deceased shareholder seeks to sell his interest in the Corporation, the value to be paid to the Estate shall be \$250,000.00 plus ten percent (10%) of the Corporation's gross receipts for the prior twelve (12) months.

PURCHASE AND SALE OF SHARES UPON VOLUNTARY TRANSFER

5. In the event any Shareholder desires to dispose of any of his shares in the Corporation during his lifetime (or by the estate of a deceased shareholder) to a third party, he shall first offer to sell such shares to the Corporation and the remaining Shareholder(s), on a pro rata basis, for \$250,000.00 plus ten percent (10%) of the Corporation's gross receipts for the prior twelve (12) months. The Corporation shall have the option for thirty (30) days after receipt of such notice to purchase any or all of the offered shares pursuant to the terms and conditions noted herein. At the end of its option period, the Corporation shall notify the remaining Shareholder(s) of the number of shares it has elected not to purchase, if any, and the remaining Shareholder(s) shall have the option for thirty (30) days after such notification to purchase all of the shares, on a pro rata basis, offered for sale upon the same terms and conditions as set forth herein. If all of the offered shares are not purchased by the Corporation and/or the remaining Shareholder(s) before the expiration of the second time period as set forth above, then, the Shareholder desiring to sell the shares shall be under no obligation to sell any of the offered shares to the Corporation or to the remaining Shareholder(s), but may dispose of such shares in any lawful manner upon the terms as acceptable to the selling Shareholder. If a transfer to a third party does not take place within One

hundred eighty (180) days from the date of initial notice, then said sale cannot occur without the selling shareholder starting this process over.

PURCHASE AND SALE OF SHARES UPON INVOLUNTARY TRANSFER

6. If, other than by reason of a Shareholder's death, shares are transferred by operation of law to any person other than the Corporation through, although not limited to:

- A. A Shareholder's Trustee in bankruptcy;
- B. A purchaser at any creditor's or court sale;
- C. A consent to the appointment of a receiver, trustee or administrator of a person's property;
- D. A general assignment for the benefit of creditors;
- E. A levy on stock subject to this Agreement; or
- F. The voluntary or involuntary transfer of encumbered shares of stock in full or partial satisfaction of the debt secured by the encumbrance.

In the event of any such impending/proposed/effectuated involuntary transfer, the Corporation, within thirty (30) days of the Corporation's receipt of actual notice of the transfer, or the remaining Shareholder(s), within sixty (60) days of such event, may exercise an option to purchase pro-rata all, but not less than all, of the shares so subject to transfer for the sum of \$150,000 plus ten percent (10%) of the Corporation's gross receipts for the prior twelve (12) months.

In the case of a Bankruptcy or other similar action it being intended that the Bankruptcy or similar Trustee shall have the power to direct or otherwise sell the shares in the event the Corporation or Shareholders elect to exercise the option as noted herein.

PARTIAL EXERCISE OF OPTIONS PROHIBITED

7. The Corporation and the remaining Shareholder(s), must, pursuant to any option they may have under this Agreement, in the aggregate exercise their options to purchase all of the shares proposed to be transferred or forfeit said options.

CORPORATE AUTHORIZATION

8.. In the event of any proposed transfer of shares under any of the terms and provisions of this Agreement by a Director of the Corporation, such Director shall abstain on any vote related to the Corporation's exercise of the purchase options granted to it by this Agreement, in any meeting of the Shareholders or Directors called

for such purpose, unless the purchase by the Corporation of the shares to which the option related would be illegal.

SHAREHOLDER'S OPTION TO SELL SHARES TO CORPORATION OR REMAINING SHAREHOLDER(S)

9. A Shareholder may, at any time, offer to sell his currently held shares to the remaining Shareholder(s) and the Corporation on a pro rata basis and subject to the option periods as set forth in Paragraph 5 of this Agreement for a voluntary transfer.

PAYMENT OF PURCHASE PRICE FOR THE SHARES SOLD UNDER THIS AGREEMENT

10. The purchase price to be paid for the capital stock of a Shareholder shall be paid no later than ninety (90) days from the date any option to purchase is exercised by the Corporation or Shareholder(s). Said sums to be paid in guaranteed funds at time transfer is made.

THE CLOSING

11. Unless otherwise agreed to by the parties hereto, the closing of any purchase and sale, as set forth in this Agreement, shall take place at the general offices of the Corporation.

- (i) At the closing of any sale and purchase as contemplated by this Agreement, the selling and purchasing parties shall execute and deliver to each other the various documents which shall be required to carry out their undertakings hereunder including the payment of cash, the execution and delivery of notes, and the assignment and delivery of stock certificates. Upon the closing, the selling Shareholder shall deliver to the Corporation his/her resignation and that of his/her nominees, if any, as officers and directors of the Corporation and any of its subsidiaries.
- (ii) The sale and purchase of shares which the surviving or remaining Shareholder(s) are to purchase pursuant to the terms of this Agreement shall take place immediately prior to the sale and purchase of shares, if any, which the Corporation is to purchase.

COSTS OF PERFORMANCE

12. The estate of the deceased Shareholder shall bear, and save the surviving Shareholder(s) from, all costs and expenses required for securing any court orders, court decrees, court approvals, inheritance tax clearances, and estate tax clearances required to enable the estate of the deceased Shareholder to transfer to the

surviving Shareholder(s) legal and equitable tax-free title to the shares of the deceased Shareholder in the Corporation.

ESTATE OF THE DECEASED SHAREHOLDER DEFINED

13. The term "estate of the deceased Shareholder" as used in this Agreement shall mean and include those terms as understood under the laws of the State of Illinois:

- (a) The duly appointed and qualified executor, executrix, administrator, administratrix, personal representative, administrator with the Will annexed, or administratrix with the Will annexed of the estate of the deceased Shareholder.
- (b) Any other person who may, because of the community property or other law of any jurisdiction, acquire without formal probate proceedings any right, title or interest in or to the shares of the deceased Shareholder in the Corporation by reason of the death of the deceased Shareholder.

TERMINATION OF AGREEMENT

14. This Agreement and all restrictions on stock transfer created hereby shall terminate on the occurrence of any of the following events:

- (a) The bankruptcy or dissolution of the Corporation.
- (b) A single Shareholder becoming the owner of all of the shares of the Corporation, which are then subject to this Agreement.
- (c) The execution of a written instrument by the Corporation and all of the Shareholders who then own shares subject to this Agreement which terminates the same.
- (d) Upon the death of all of the Shareholders within a period of thirty (30) days of each other, in which case, the termination shall be effective as of the date preceding the day of the death of the first Shareholder to die, and the shares and any insurance policies owned by the Corporation or any deceased Shareholder's estate shall be owned free of the terms of this Agreement.

Upon termination of this Agreement by reason of the occurrence of any of the foregoing events, each Shareholder shall have the right within thirty (30) days after termination, to purchase from the Corporation, or from any other Shareholder (including the personal representative of a deceased Shareholder's estate) who owns an insurance policy, or policies on his or her life, such policy or policies for cash in the amount of the cash surrender value thereof and the unearned net premiums thereon, both amounts as of the date of the termination of this Agreement. The termination of this Agreement for any reason shall not affect any right or remedy existing hereunder prior to the effective date of termination hereof.

COMPANY DEBT LIABILITY.

15. A Shareholder will not be personally liable for any debts or losses of the Company beyond his respective Capital Contributions and any obligation of to make Capital Contributions, except as herein provided, or as otherwise required by law. The foregoing notwithstanding, in the event any Shareholder personally guarantees a debt of the Company, such Shareholder shall be entitled to recover any sums paid out by that Shareholder in satisfaction of debt beyond the Shareholder's pro-rata share of Company debt from the other Shareholders on a pro-rata basis. In the event any collection actions later become necessary for such sums do, the defaulting Shareholder shall be responsible to the Shareholder for all costs of collection, including attorney's fees and costs incurred in such collection efforts. ***(As of February __, 2013 the current limit on the Company's Line of Credit with Golden Eagle Bank is \$190,000 as personally guaranteed by Gaetano Spinelli) Copy attached hereto as Exhibit B.***

AMENDMENT OR ALTERATION

16. This Agreement may be altered or amended in whole, or in part at any time, by filing with this Agreement a written instrument setting forth such changes signed by a majority of the Board of Directors of the Corporation and each of the Shareholders.

CORPORATE OPERATIONS

17. The parties hereto agree that the officers and directors shall serve, so long as this Agreement is in effect, or as otherwise agreed by unanimous consent of the Shareholders.

NOTICES

18. Any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party hereto by any other party to this Agreement shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party or to an officer of the party, or in lieu of such personal delivery, when deposited in the United States mail, first-class postage prepaid, certified mail, return receipt requested or Federal Express or similar courier/delivery service, addressed to the Corporation at its principal executive office, or to a Shareholder at the address then appearing for him on the books and records of the Corporation. The Corporation may change the address of its principal executive office in the manner required by law for purposes of this paragraph by giving notice of the change in the manner required by this paragraph, to each of the Shareholders.

BINDING ON HEIRS

19. This Agreement shall be binding upon the Corporation and the Shareholders, and their respective heirs, legal representatives, executors, administrators, successors and assigns, provided, however, that nothing herein shall be construed as an authorization or right of any part to assign his rights or obligations hereunder. Any rights given or duties imposed upon the estate of a deceased Shareholder shall inure to the benefit of, and be binding upon the legal representative of such decedent's estate in his fiduciary capacity. If any of the Shareholders are a trustee of, or transfers his shares into a revocable living trust, the distributees of such trust or trusts, their respective heirs, legal representatives, executors, administrators, successors and assigns shall be bound by the terms of this Agreement.

SEVERABILITY

20. Should any provisions or portion of this Agreement be held unenforceable or invalid for any reason, the remaining provisions and portions of this Agreement shall be unaffected by such holding.

GOVERNING LAW

21. This Agreement shall be construed and governed by the laws of the State of Illinois. Venue shall lie only in the Circuit Court of McHenry County, Illinois.

REMEDIES

22. The parties hereby declare that, except as otherwise noted in this Agreement, it is impossible to measure in money the damages which will accrue to a party hereto or to the personal representatives of a decedent by reason of a failure to perform any of the obligations under this Agreement. Therefore, if any party hereto or the personal representatives of a decedent shall institute any action or proceeding to enforce the provisions hereof, any person, including the Corporation, against whom such action or proceeding is brought hereby waives the claim or defense therein that such party or such personal representatives have an adequate remedy at law, and such person shall not urge in any such action or proceeding the claim or defense that such remedy at law exists.

In addition, any party who fails to follow the terms and conditions contained herein shall be responsible for attorney's fees incurred by the remaining Shareholder(s)/Director(s) or Officer(s) of the Corporation in the enforcement of the terms herein. The prevailing party shall be entitled to attorney's and witness fees incurred, in addition to any other costs and damages determined by a court of competent jurisdiction.

SOLE AND ONLY AGREEMENT

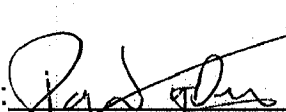
23. This instrument constitutes the sole and only Agreement of the parties hereto respecting the sale and purchase of their shares in the Corporation and correctly sets forth the rights, duties, and obligations of each to the other in relation thereto as of its date. Any prior agreements, promises, negotiations, or representations concerning its subject matter not expressly set forth in this Agreement are of no force or effect.

SIGNATURE PAGE FOLLOWS

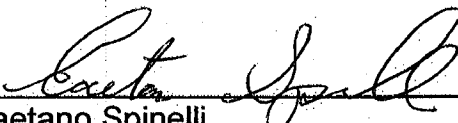
Executed at Huntley, Illinois, on the day and year first above written.

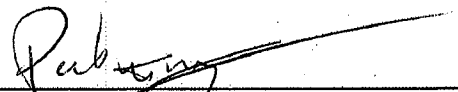
SPECTRAJET, INC.,
an Illinois Corporation.

By: 
Gaetano Spinelli
Its: President

Attest: 
Paul DeWynngaert
Its: Secretary

SHAREHOLDERS:


Gaetano Spinelli


Paul DeWynngaert