

Non-Exclusive Patent License Agreement

THIS AGREEMENT is entered into by Optima Technology Group, Inc., a corporation of Delaware, having its Administration and Licensing place of business at 1981 EMPIRE RD Reno, NV 89521-7430 (herein called LICENSOR), and by Honeywell International Inc., a corporation of the State of Delaware, U.S.A., having an office at 101 Columbia Road, Morristown, NJ 07962 and its affiliates (herein called "LICENSEE").

1. Background of Agreement

- 1.1. LICENSOR is the owner of U.S. Patent No. 5,556,073, entitled "Pilot Aid Using a Synthetic Environment" ("the '073 Patent").
- 1.2. LICENSOR has accused LICENSEE of infringing the '073 Patent and LICENSEE has denied such infringement.
- 1.3. LICENSEE wishes to acquire rights under the '073 Patent.
- 1.4. LICENSEE also wishes to at a later date in time have first right to purchase the '073 Patent and to have the ability to later purchase or obtain rights to both United States Patent 5,904,724 Method and Apparatus for Remotely Piloting an Aircraft and United States Patent Application No. 60/745,111 System and Method for Safely Flying Unmanned Aerial Vehicles in Civilian Airspace.

2. Definitions

As used herein, the following terms shall have the meanings set forth below:

- 2.1. LICENSED PATENT shall mean the following U.S. Patent and all current and future patents (including divisionals, continuations, continuations-in-part, reissues, and therefore-examined patents) that that claim priority directly or indirectly from any application in the chain of applications from which such patent issued, and all foreign counterparts to any such patents and applications:

Letters Patent:

Patent No. **5,566,073**

Date Filed **October 15, 1996**

Pilot Aid Using a Synthetic Environment

- 2.2. OPTION PATENTS shall mean the following U.S. Patent and Patent Application and all current and future patents (including divisionals, continuations, continuations-in-part, reissues, and therefore-examined patents) that that claim priority directly or indirectly from any application in the chain of

applications from such patent application or from which such patent issued, and all foreign counterparts to any such patents and applications:

Letters Patent:

Patent No. 5,904,724

Date Filed January 19, 1996

**Method and Apparatus for Remotely
Piloting an Aircraft**

Patent Application:

Patent Application No. 11/736,356

Date Filed April 17, 2007

**System and Method for Safely Flying
Unmanned Aerial Vehicles in Civilian
Airspace**

- 2.3. LICENSED PRODUCTS shall mean any products made or had made by LICENSEE for sale exclusively to Licensee that in the absence of this license agreement would allegedly infringe at least one claim of the LICENSED PATENT.
- 2.4. EFFECTIVE DATE means October 11, 2007.
3. Patent License
 - 3.1. LICENSOR hereby grants to LICENSEE a nonexclusive, world-wide, fully paid-up license under the LICENSED PATENT to make, have made for sale exclusively to Licensee, use, sell, offer for sale, lease, import, dispose of, or otherwise transfer LICENSED PRODUCTS to a third-party.
 - 3.2. LICENSOR, on behalf of itself and its predecessors, successors and assigns, agrees to release, acquit, and forever discharge LICENSEE and its affiliates, shareholders, officers, and directors, respective successors and assigns, as well as any end-users, distributors, and customers of LICENSEE from any and all actions, causes of action, claims or demands whatsoever in law or equity, for infringement of the LICENSED PATENT to the extent resulting from any Licensed Products made or Had Made by LICENSEE on or before the Effective Date of this Agreement.
 - 3.3. LICENSEE agrees to never challenge the validity of any claim of any of the Licensed Patent(s) in any judicial, administrative, arbitration or other proceeding or to assist any third party in challenging the validity or scope thereof; LICENSEE shall be released from its obligations under Section 3.3 upon LICENSOR's termination of this Agreement.

4. Compensation

4.1 LICENSEE shall pay as a license execution fee via Wire transfer at said time of the signing of this agreement, the sum of \$475,000.00 USD, which shall be nonrefundable

5. Royalties

5.1. LICENSEE shall have no obligation to pay any royalties, minimums or running, to LICENSOR on future sales of LICENSED PRODUCTS, except to the extent that LICENSEE is not otherwise liable for infringement as a result of termination of this Agreement or any relevant part thereof pursuant to the terms hereof.

6. Sublicensing

6.1. LICENSEE shall not have the right to sublicense.

7. Right of First Refusal

7.1. If LICENSOR shall receive an offer for the purchase of or for exclusive rights under the LICENSED PATENTS or the OPTION PATENTS, then LICENSOR shall promptly notify LICENSEE of the offer and terms thereto in writing and LICENSEE shall have the option in its sole discretion, exercisable by written election to LICENSOR within five (5) days of such notification to it, to enter into an agreement for the purchase of or for exclusive rights under the LICENSED PATENTS or OPTION PATENTS under the terms provided in such written notification.

8. Payments

8.1. The payment specified in Section 4.1 shall be wired to:

{Financial Information Redacted}

9. Representations and Disclaimer of Warranties

9.1. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY OF THE VALIDITY OF ANY PATENT LICENSED HEREUNDER OR THAT ANY PRODUCT MADE BY LICENSEE IN ACCORDANCE WITH THE LICENSED PATENT(S) WILL NOT INFRINGE THE RIGHTS OF OTHERS. LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED

AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON LICENSEE OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE PRODUCTION, USE, OR SALE OF ANY APPARATUS OR PRODUCT, OR THE PRACTICE OF THE PATENTS; OR ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES WITH RESPECT TO ANY OF THE FOREGOING. LICENSEE AGREES TO INDEMNIFY AND HOLD LICENSOR HARMLESS AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, JUDGMENTS, DAMAGES AND THE LIKE ARISING OUT OF ANY AND ALL ACTS OR OMISSIONS COMMITTED BY OR FOR LICENSEE INCLUDING, WITHOUT LIMITATION, THE DESIGN, MANUFACTURE, SALE, USE, IMPORTATION, OR RE-SALE OF ANY PRODUCT BY OR FOR LICENSEE.

- 9.2. LICENSOR represents and warrants to LICENSEE that, as of the Effective Date, it is the sole and exclusive assignee of the entire right, title and interest in the LICENSED PATENTS, that it has the right to grant to LICENSEE the rights and licenses granted herein and to enter this Agreement.

10. Termination

10.1. This Agreement shall end upon the expiration of the LICENSED PATENT.

10.2. LICENSEE may terminate this Agreement in part or in whole at any time upon sixty (60) days' written notice in advance to LICENSOR.

10.3. If either party shall be in default of any obligation hereunder, the other party may terminate this Agreement by giving sixty (60) days' notice by Registered Mail to the other party, specifying the basis for termination. If within sixty (60) days after the receipt of such notice, the party who received notice shall remedy the condition forming the basis for termination, such notice shall cease to be operative, and this Agreement shall continue in full force.

11. Litigation

11.1. LICENSEE shall notify LICENSOR of any suspected infringement of the LICENSED PATENT. The sole right to institute a suit for infringement rests with LICENSOR. LICENSEE agrees to cooperate in all respects, at LICENSOR'S expense, with reasonable requests from LICENSOR to have any of LICENSEE's employees testify when requested by LICENSOR, and to make available any records, papers, information, specimens, and the like. Any recovery received pursuant to such suit shall be retained by LICENSOR.

11.2. During the term of this Agreement, LICENSEE shall bring to LICENSOR'S attention any prior art or other information known to LICENSEE that is relevant to the patentability or validity of any of the LICENSED PATENTS or OPTION PATENTS and that might cause a court to deem any of the LICENSED

PATENTS or OPTION PATENTS wholly or partly inoperative or invalid. LICENSEE may particularly specify such prior art or other information to LICENSOR at the time it learns thereof and not less than ninety (90) days prior to bringing any action against LICENSOR asserting the invalidity of any of the LICENSED PATENTS or OPTION PATENTS.

11.3. LICENSEE's inadvertent breach of Sections 11.1 or 11.2 shall not constitute a breach of this Agreement.

12. Patents

12.1. LICENSOR shall have the sole right to file, prosecute, and maintain all of the LICENSED PATENT and the OPTION PATENTS covering the inventions that are the property of LICENSOR and shall have the right to determine whether or not, and where, to file a patent application, to abandon the prosecution of any patent or patent application, or to discontinue the maintenance of any patent or patent application. LICENSOR shall notify LICENSEE of any intent to abandon, or otherwise allow the lapsing of rights to, the LICENSED PATENT or the OPTION PATENTS at least thirty (30) days prior to the date upon which the patent or application will abandon or lapse.

12.2. Improvement inventions made by LICENSEE shall be the exclusive property of LICENSEE.

13. Non-assignability

13.1. This Agreement imposes personal obligations on LICENSEE. LICENSEE shall not assign any rights under this Agreement not specifically transferable by its terms without the written consent of LICENSOR.

13.2. LICENSOR may assign its rights hereunder, provided that (1) LICENSOR promptly notifies LICENSEE of the recipient of any such assignment and (2) LICENSOR notifies the intended assignee of the existence of this License Agreement.

14. Severability

14.1. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

14.2. In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction of any country in which this Agreement applies, LICENSOR, by written notice to LICENSEE, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.

15. Publicity and Miscellaneous

- 15.1. In publicizing anything made, used, or sold under this Agreement, LICENSEE shall not use the name of LICENSOR or otherwise refer to any organization related to LICENSOR, except with the written approval of LICENSOR.
- 15.2. Neither party shall make any public statements regarding the details of this License Agreement without the express written consent of the other party.
- 15.3. LICENSEE shall respond to any written request within ten (10) days for disclosure under 35 U.S.C. 287(b)(4)(B), and by also notifying LICENSOR within ten days of the request for disclosure.

16. Waiver, Integration, Alteration

- 16.1. The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.
- 16.2. This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning the LICENSED PATENT.

A provision of this Agreement may be altered only by a writing signed by both parties, except as provided in Section 14.01, above.

16. Cooperation

Each party shall execute any instruments reasonably believed by the other party to be necessary to implement the provisions of this Agreement.

17. Construction

- 17.1 This Agreement shall be construed in accordance with the substantive laws of the State of Delaware of the United States of America.

18. Notices Under the Agreement

- 18.1 For the purpose of all written communications and notices between the parties, their addresses shall be:

LICENSOR: Rissman Jobse Hendricks & Oliverio, Attention: M Lawrence Oliverio, One State Street, Boston, MA 02109 C/O of Optima Technology Group

and

LICENSEE: Honeywell Intellectual Properties Inc., Suite 101, 960 West Elliot

Rd., Tempe, AZ 85284

or any other addresses of which either party shall notify the other party in writing.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by
Their duly authorized officers on the respective dates hereinafter set forth.

LICENSOR

Optima Technology Group

By: 

Name: Dr. Robert Adams

Title: Chief Executive Offices

Date: October 12, 2007

LICENSEE

Honeywell International Inc.

By: 

Name: Neal F. Speranzo

Title: VP, Integrated Supply Chain

Date: October 12, 2007