

# Exhibit H

# LICENSE AGREEMENT

## 1. Parties and General Parameters:

This Agreement is between:

**LICENSOR:** 6-DOF TRUST, dated June 20, 1997,

with mailing address: P.O. Box 1419 Paradise, California 95967, and

**LICENSEE:** Kelly Tyler, a businessman,

having offices at: 430 Raleigh Ave, El Cajon, CA 92020.

This Agreement confers a non-exclusive license allowing TYLER to make, use and sell devices licensed from the 6-DOF TRUST, such devices are covered under two issued U.S. PATENTS and additional 3D controller related PATENT APPLICATIONS.

At the signing of this Agreement TYLER will pay the 6-DOF TRUST a LICENSING FEE in the amount of \$75,000 dollars U.S., and thereafter two separate payments of \$25,000 as described below.

A ROYALTY RATE of 5% will apply on all LICENSED PRODUCT(S) until a ROYALTY CAP total sum of \$300,000 dollars U.S. is paid. Thereafter Royalty rates will apply as described below:

All sales of Trackball-Type Product(s) will continue to carry a 5% Royalty Rate.

OEM SALES of JOYSTICK-TYPE PRODUCT(s) will continue to carry a 4% Royalty Rate.

RETAIL SALES of JOYSTICK-TYPE PRODUCT(s) sold under TYLER's tradename will become Royalty free after the full ROYALTY CAP amount has been paid.

**2. Effective Date:** This Agreement shall be effective as of the latter of the signature dates below written and shall be referred to as the Agreement of such date.

## 3. RECITALS:

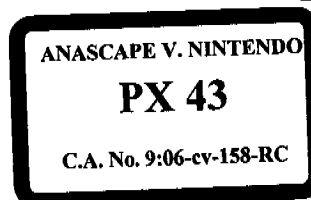
Whereas two U.S. Patents are in existence disclosing novel and useful inventions for controlling computer generated imagery, the inventions are specifically optimized for, but not limited to, control of 3D imagery, the Patents being comprised of primarily two different types, which are covered under the two issued patents: U.S. Patent #5,589,828 which covers Joystick-type controllers, and U.S. Patent #5,565,891 which covers Trackball-type controllers. Also pending are related PATENT APPLICATION(s).

Whereas the 6-DOF TRUST, wishes to license the PATENTS and warrants that it has full right to license the PATENTS.

(8pgs)

Exhibit no.	105
Date:	10/16/07
Tyler	P. Pyburn

CONFIDENTIAL



ANS0008126

Whereas Mr. Kelly Tyler, a businessman, having offices in El Cajon, California, wishes to be licensed under the PATENTS, thus achieving, under the terms and conditions of this Agreement, the 6-DOF TRUST's good will toward TYLER's manufacture, use and sale of LICENSED PRODUCT(S) covered under the legal claims of the PATENTS.

Initially, TYLER wishes to manufacture, market and sell the following three LICENSED PRODUCT(S):

1. Handheld Joystick-Type 6 DOF controller - primarily aimed at PC game market
2. Desktop Joystick-Type 6 DOF controller - primarily aimed at PC and workstation markets.
3. Desktop Trackball-Type 6 DOF controller - primarily aimed at PC and workstation markets.

TYLER, while in good standing under the terms and conditions of this Agreement, is licensed to make, have made, use and sell, not only the above three mentioned LICENSED PRODUCT(s), but any LICENSED PRODUCT(s) of TYLER's design which would be covered under the legal claims of the PATENTS.

**4. Definitions:** The following terms shall have the following definitions for the purposes of this Agreement:

**TYLER:** means the individual businessman, Mr. Kelly Tyler, or any ONE business entity which Mr. Tyler owns and controls exclusively. This one business entity, selected and controlled by Mr. Tyler, may be his existing Utah Corporation operating under the name MAD CATZ or a corporation not yet created by Mr. Tyler, but not both at one time. This one business entity, now existent or created in the future by Mr. Tyler, shall be bound under the terms and conditions of this Agreement.

**6-DOF TRUST:** means a trust, dated June 20, 1997, of which Brad Armstrong is the Trustee, the trust holds the right to license the PATENTS under the terms of this Agreement.

**JOYSTICK-TYPE PRODUCT(S):** Any apparatus, device or product covered under the legal claims, or obvious variations thereof, of U.S. Patent #5,589,828 issued on December 31, 1996 to inventor Brad Armstrong, and related patent applications.

**TRACKBALL-TYPE PRODUCT(S):** Any apparatus, device or product covered under the legal claims, or obvious variations thereof, of U.S. Patent #5,565,891 issued on October 15, 1996 to inventor Brad Armstrong, and related patent applications.

**PATENT APPLICATIONS:** Two applications for U.S. Patent covering 3D image controller related inventions which have been created by Brad Armstrong are pending before the U.S. Patent and Trademark Office. All other information concerning the two applications is confidential, but any future patent which may issue from said applications or from any continuations, divisions, continuations-in-part, of such applications, shall fall under definition of PATENTS and the conditions and terms of this Agreement.

**PATENTS:** The two issued U.S. Patents mentioned above, and bearing Patent Numbers 5,589,828 and 5,565,891, and any future patent(s) which may issue from said PATENT APPLICATIONS and any new joystick or trackball type patent applications including any continuations, divisions, continuations-in-part, substitutes, reissues, of any patent from any of such applications and any patent(s) issuing thereon.

**RETAIL SALES:** meaning sales of LICENSED PRODUCT(s) which will eventually result in the end user or consumer acquiring LICENSED PRODUCT(s) bearing any tradename which is owned by TYLER, or is ultimately granted to TYLER by the U.S. Patent and Trademark Office, and was applied for by TYLER within two years of the signing of this Agreement, and such tradename must be the primary tradename presented on sales packaging of LICENSED PRODUCT(s).

**OEM SALES:** meaning sales of LICENSED PRODUCT(s) which do not fit the definition of RETAIL SALES (The one exception to this is sales by TYLER to the TOYS-R-US chain with LICENSED PRODUCT(s) bearing a TOYS-R-US tradename which shall not be considered OEM sales.)

**LICENSED PRODUCT(s):** Any apparatus, device or product made by TYLER which is covered under the legal claims, and/or obvious variations thereof, of said PATENTS.

**5. General Contributions:** The parties shall generally contribute the following:

6-DOF TRUST's General Contributions:

Supply License of Patented Technology and related 3D controller patent applications.

Supply the inventor's personal Know-How toward achieving the best possible LICENSED PRODUCT(s). Work with Professional Draftsman, mold makers and/or engineers (as requested by TYLER, at TYLER's expense) to achieve drawings and/or proto type(s), mold(s), and/or final product(s) for the three proposed products listed in section 3 above.

The InterAct corporation, or it's parent company Recoton, shall never receive a license of PATENTS for less than 8% on the Joystick-type patent and never less than 12% on the Trackball-type patent.

No corporation or other business entity shall receive a license agreement having terms on a per unit royalty basis that are as favorable as the going TYLER royalty rate

Maintain patent infringement abatement insurance, subject to conditions described below.

**TYLER's General Contributions:**

Upfront funds will be paid in the amount of \$75K on signing of this License Agreement encompassing the licensing of both the Joystick-type and the Trackball-type PATENTS.

An additional \$25K to be paid upon completion of mold ready drawings for the Joystick-type parts, and \$25K to be paid upon completion of mold ready drawings for the Trackball-type parts.

This \$125K will not be considered an advance toward a \$175,000 retail sales royalty cap on the JOYSTICK-TYPE PRODUCT(s).

Royalty rate paid on the JOYSTICK-TYPE PRODUCT(s) will be 5%.

Royalties on RETAIL SALES of Joystick-Type products will be terminated after total payments of \$300K.

All payments made up to and including \$300K will go toward the cap on the JOYSTICK-TYPE PRODUCT(s). After the \$300K point is reached the only royalties that will be paid are as follows:

Royalty rate paid on OEM SALES of the JOYSTICK-TYPE PRODUCT(s) will continue at 4%.

Royalty rate paid on Track ball type devices will not be capped and shall continue at 5%.

**6. Patent License:** The 6-DOF TRUST hereby grants to TYLER, subject to the terms and conditions herein, a non-exclusive patent license. Such patent license shall allow TYLER to make, have made, use and sell the LICENSED PRODUCT(s) throughout the United States, its' territories, and possessions, and worldwide. Such patent license shall be under the issued PATENTS, any continuations, divisions, continuations-in-part, substitutes, reissues, of any patent from any of such applications and any patent(s) issuing thereon.

**7. Know-How:** Brad Armstrong shall communicate to TYLER or TYLER's professional draftsmen, mold makers and/or engineers all of his know-how in respect to the 6-DOF TRUST'S LICENSED PRODUCT(s) within ~~six~~ <sup>six</sup> months after the date of this Agreement toward manufacture of the three LICENSED PRODUCT(s) named in section 3 above. All travel and other reasonable expenses of Brad Armstrong for such consultation shall be reimbursed by TYLER within one month after Brad Armstrong submits his TYLER pre-approved voucher therefor. After ~~six~~ <sup>six</sup> months from the date of this Agreement Brad Armstrong shall be further available to consult with TYLER, with respect to the LICENSED PRODUCT(s) at a consulting rate to be negotiated at that time between TYLER and Brad Armstrong. BA  
KT

## 8. Royalties:

A. **LICENSING FEE.** TYLER shall pay to the 6-DOF TRUST, upon execution of this Agreement, a non-refundable first LICENSING FEE of \$75,000 U.S. dollars, and a second and third LICENSING FEE payments of \$25,000 U.S. dollars each. The second non-refundable LICENSING FEE payment shall be made no later than three months from the date of this Agreement. The third non-refundable LICENSING FEE payment shall be no later than six months from the date of this Agreement. The LICENSING FEE payments are royalty payments of unearned income. The total sum of the three payments of LICENSING FEE shall be \$125,000 U.S. dollars. The entire LICENSING FEE is non-refundable and is not an advance against ROYALTY payments.

B. **PRE-ROYALTY CAP ROYALTY RATE:** Upon initial sale of LICENSED PRODUCT(s), royalties will begin to accrue at the initial ROYALTY RATE of 5% of TYLER's Gross Sales Price for all LICENSED PRODUCT(s) and all types of sales whether retail or OEM.

C. **ROYALTY CAP:** When all payments made by TYLER to the 6-DOF TRUST surpass the sum of \$300,000 dollars U.S., a ROYALTY CAP threshold will be achieved for RETAIL SALES of JOYSTICK-TYPE PRODUCT(s). Thereafter ROYALTY will not be paid from TYLER to the 6-DOF TRUST for RETAIL SALES of JOYSTICK-TYPE PRODUCT(s).

D. **ONGOING TRACKBALL-TYPE PRODUCT(s) ROYALTY:** Royalty shall continue through the term of this Agreement to be paid without interruption and without termination on all TRACKBALL-TYPE PRODUCT(s) at the rate of 5% of TYLER's Gross Sale Price whether retail or OEM sales.

E. **ONGOING JOYSTICK-TYPE PRODUCT(s) ROYALTY for OEM SALES:** Royalty shall continue through the term of this Agreement to be paid without interruption and without termination on all JOYSTICK-TYPE PRODUCT(s) at the rate of 4% of TYLER's gross sale price on all OEM sales.

F. **ROYALTY ACCRUAL AND PAYMENT TERMS:** TYLER shall pay to the 6-DOF TRUST a ROYALTY according to the conditions and rates as described in sections 8a,b,c,d and e, above. Said Royalty shall accrue when LICENSED PRODUCT(s) are first sold or disposed of by TYLER. TYLER shall pay the ROYALTY due to the 6-DOF TRUST within one month after the end of each calendar quarter, together with a written report to the 6-DOF TRUST of the number of units sold, the type of units sold, the buyer of the units sold, the respective sales prices of units sold, any Royalty Capped units sold, total sales made in such quarter, and calculated royalties paid for such quarter. TYLER'S first report and payment shall be made within one month after the end of the first calendar quarter following the execution of this Agreement. TYLER shall make a quarterly report hereunder for every calendar quarter after the execution hereof, whether or not any royalty payment is due for such quarter.

G. **WHEN NO ROYALTIES DUE:** No Patent Royalties shall be due under this Agreement after the last of the above PATENTS expire.

H. **LATE PAYMENTS:** If any payment due under this Agreement is not timely paid, then the unpaid balance shall bear interest at an annual rate of 22%, or the maximum legally allowable rate, beginning 15 days after notice by certified mail of non-payment until the delinquent balance is paid. Such interest shall be compounded monthly.

9. **Pricing:** The 6-DOF TRUST agrees that the 6-DOF TRUST shall have no say in determining the Gross Sales Price, or to whom sales are made, or when sales are made, of LICENSED PRODUCT(s), provided that all sales by TYLER to any and all third party(s) shall be made as arms-length transactions with separate and unrelated business entity(s) not controlled or owned in whole or in part by Tyler, and not related, associated or affiliated in any way with TYLER, so that TYLER will not benefit, financially or otherwise, beyond income coming from the Gross Sale Price which is royalty bearing (except on conditions set forth herein where the Royalty Cap has been applied and such sale(s) have become royalty free). TYLER agrees that TYLER shall make no sales which are not arms-length transactions as described above in this paragraph.

10. **Records:** TYLER shall keep full, clear, and accurate records with respect to sales of LICENSED PRODUCT(s) under this Agreement. The records shall be made in a manner such that the royalty reports made pursuant to Part 8F above can be verified. The 6-DOF TRUST, or its authorized agent, shall have the right to examine and audit such records upon reasonable notice during normal business

hours, but not more than twice per year. In case of any dispute as to the sufficiency or accuracy of such records, the 6-DOF TRUST may have any independent auditor examine and certify such records. If the 6-DOF TRUST does not examine TYLER's records or question any royalty report within four years from the date thereof, then such report shall be considered final and the 6-DOF TRUST shall have no further right to contest such report.

**11. Most Favored Licensee:** The 6-DOF TRUST shall not grant any other license ("New License") under the PATENTS to any other party under any terms which are as favorable, on a per unit royalty basis, as the going Royalty Rate which TYLER pays under this Agreement at the time of the signing of the New License.

**12. Possible Royalty Reduction:** The 6-DOF TRUST may lower any royalty rate payment obligation of TYLER, on a per unit royalty basis, by written notice sent by certified mail, informing TYLER of any new lower royalty rate to be applied under the terms and conditions of this Agreement. Such new lowered royalty rate would also lower the possible terms available to other Licensees under section 11 above.

**13. Patent Prosecution before the U.S. Patent and Trademark Office:** The 6-DOF TRUST shall, at the 6-DOF TRUST'S own expense, prosecute its above mentioned PATENT APPLICATION(s), and any continuations, divisions, continuations-in-part, substitutes, and reissues of such patent application(s) or any patent thereon, at the 6-DOF TRUST'S expense, until all applicable patents issue or any patent application becomes finally abandoned. the 6-DOF TRUST shall also pay any maintenance fees which are due on any PATENTS. If for any reason the 6-DOF TRUST intends to abandon any patent or patent application hereunder, the 6-DOF TRUST shall notify TYLER at least two months in advance of any such abandonment so as to give TYLER the opportunity to take over prosecution of any such application and maintenance of any patent. If TYLER takes over prosecution, the 6-DOF TRUST shall cooperate with TYLER in any manner TYLER requires, at TYLER'S expense, however, the 6-DOF TRUST shall own, and control any additional licensing of, such resulting patent. If TYLER takes over prosecution of any PATENT APPLICATION(s) and TYLER is successful so that a patent issues, then TYLER shall pay the 6-DOF TRUST royalties there after at a rate of 75% of the royalty rate and TYLER shall be entitled to deduct prosecution and maintenance expenses from its royalty payments.

**14. Marking:** TYLER shall mark all units of LICENSED PRODUCT(s) as "Patented under one or more of the following patents: 5,589,828 / 5,565,891" and including any additional patent numbers as they may issue from any PATENT APPLICATION(s).

**15. Disclaimer of Warranty:** The 6-DOF TRUST believes in the validity and broad scope of said PATENTS, and the 6-DOF TRUST believes in the value, workability and suitability of said Know-How, however, nothing herein shall be construed as a warranty or representation by the 6-DOF TRUST as to the scope or validity of said PATENTS and/or the value, suitability or workability of said Know-How.

**16. If Infringement Occurs:** If TYLER discovers that the above PATENTS is infringed, it shall communicate the details to the 6-DOF TRUST. The 6-DOF TRUST shall thereupon have the right, but not the obligation, to take whatever action it deems necessary, including the filing of lawsuits, to protect the rights of the parties to this Agreement and to terminate such infringement. TYLER shall cooperate with the 6-DOF TRUST if the 6-DOF TRUST takes any such action, but all expenses of the 6-DOF TRUST shall be borne by the 6 DOF TRUST. If the 6-DOF TRUST recovers any damages or compensation for any action it takes hereunder, the 6-DOF TRUST shall retain 100% of such damages.

**17. Patent Infringement Abatement Insurance:** The 6-DOF TRUST desires to, and may maintain patent infringement abatement insurance. In the event that the 6-DOF TRUST chooses not to carry such insurance during the term of this Agreement, then the 6-DOF TRUST shall inform TYLER of such in writing by certified mail. At which time TYLER will have the right, but not the obligation, to carry such insurance. In the event that TYLER carries such insurance and the active intervention of the insurance company or legal assistance paid for by the insurance policy achieves a financial settlement or

royalty bearing agreement then TYLER and the 6 DOF TRUST shall share such income on a 50/50 basis after TYLER's insurance and litigation related expenses have been deducted.

**18. Product Liability Insurance:** TYLER hereby represents and warrants that TYLER carries Product Liability Insurance and that TYLER shall indemnify, hold harmless, and at the 6-DOF TRUST's request, defend the 6-DOF TRUST and Brad Armstrong from any and all claims, liabilities, damages and expenses related to product liability (including the actual fees of attorneys and other professionals, and all related costs and expenses) arising out of or in connection with TYLER's development, manufacture or sale of LICENSED PRODUCT(s), including, without limitation, product liability claims.

**19. Confidentiality:** TYLER recognizes that revealing the Royalty Cap terms and the Most Favored Licensee terms of this Agreement to other business entities may harm the 6-DOF TRUST's ability to further license products as allowed under the terms of this non-exclusive Agreement. Verifiable disclosure by TYLER of the Royalty Cap terms and the Most Favored Licensee terms of this Agreement is sufficient to cause termination of this Agreement and the resulting economic harm to the 6-DOF TRUST caused by such disclosure is subject to relief by Arbitration.

**20. Term:** The term of this Agreement shall end with the expiration of the last of any PATENTS of the 6-DOF TRUST, unless terminated sooner for any reason provided herein.

**21. Termination:** This Agreement may be terminated under and according to any of the following contingencies:

A. **Default:** If TYLER fails to make any payment on the date such payment is due under this Agreement, or if TYLER makes any other default under or breach of this Agreement, the 6-DOF TRUST shall have the right to terminate this Agreement upon giving three months written Notice Of Intent To Terminate, specifying such failure, breach, or default to TYLER. If TYLER fails to make any payment in arrears, or otherwise fails to cure the breach or default within such three-month period, then the 6-DOF TRUST may send a written Notice Of Termination to TYLER, whereupon this Agreement shall terminate in one month from the date of such Notice of Termination. If this Agreement is terminated hereunder, TYLER shall not be relieved of any of its obligations to the date of termination and the 6-DOF TRUST may act to enforce TYLER'S obligations after any such termination.

B. **Breach of Confidential Terms:** TYLER shall hold the Royalty Cap terms and the Most Favored Licensee terms of this Agreement in strict confidence. Failure by TYLER to hold these terms of this Agreement in confidence is sufficient grounds for termination of this Agreement, in which case TYLER shall retain no right to make, have made, use or sell LICENSED PRODUCT(s).

C. **Bankruptcy, Etc.:** If TYLER shall go into receivership, bankruptcy, or insolvency, or make an assignment for the benefit of creditors, or go out of business, upon such filing or event all right and privilege to make, have made, use and sell LICENSED PRODUCT(s) under this Agreement shall immediately and automatically terminate. In such case, any and all rights and/or privileges from the 6-DOF TRUST which have benefited TYLER in any way are terminated and therefor NOT transferable in any way to any other party. Any indebtedness that TYLER may owe to the 6-DOF TRUST shall continue and not be terminated by such filing.

D. **Antishelving:** If TYLER discontinues its sales or manufacture of LICENSED PRODUCT(s) without intent to resume, it shall so notify the 6-DOF TRUST within one month of such discontinuance, whereupon the 6-DOF TRUST shall have the right to terminate this Agreement upon one month's written notice. If TYLER does not begin manufacture or sales of LICENSED PRODUCT(s) within one and one-half years from the date of this Agreement, or, after commencing manufacture and sales of LICENSED PRODUCT(s), discontinues its manufacture and sales of LICENSED PRODUCT(s) for one and one-half years, the 6-DOF TRUST shall have the right to terminate this Agreement upon one month's written notice, unless TYLER can show that it in good faith intends and is actually working to resume or begin manufacture or sales, and has a reasonable basis to justify its delay. In such case TYLER shall advise the 6-DOF TRUST in writing, before the end of such one and one-half year period, of the circumstances involved and TYLER shall thereupon have up to an additional year to resume or begin manufacture or sales. It is the intent of the parties hereto that the 6-DOF TRUST shall not be deprived of the opportunity, for an

unreasonable length of time to exclusively license its patent if TYLER has discontinued or has not commenced manufacture or sales of LICENSED PRODUCT(s).

**22. No Contest of PATENTS:** TYLER recognizes the validity of said PATENTS and agrees not to contest the validity of said PATENTS either directly or indirectly or in any way assist others to contest the validity of said PATENTS.

**23. New Material Inclusion:** The 6-DOF TRUST agrees that any improvements made by Brad Armstrong in the inventions herein licensed to TYLER shall be licensed hereunder as though they had been included in this Agreement when said Agreement was made and entered into, and this without any increase in payment of royalty rate by TYLER.

**24. New Material Ownership:** TYLER agrees that any improvement(s) specific to 6 DOF hand operated image controller technology made jointly with Brad Armstrong, shall be wholly owned by the 6-DOF TRUST regardless as to whether a written assignment exists, and shall be assigned in writing to the 6-DOF TRUST upon the 6-DOF TRUST's request to make such written assignment, reserving to TYLER the right to make, use and sell the improvement(s) as though they had been included in this Agreement when said Agreement was made and entered into.

**25. Non-Assignment:** The rights of TYLER under this Agreement shall be strictly NON-assignable and NON-transferable, in whole or in part. TYLER shall NOT vest in any way TYLER's assigns or transferees with any rights or privileges of this Agreement. Any and all rights granted under this Agreement shall be NOT assignable and NOT transferable in any way.

**26. No Sublicenses:** TYLER may not grant any sublicense under this Agreement.

**27. No Agency:** Nothing in this Agreement shall be deemed to make either party the agent, employee or employer of the other party. Neither party is granted any rights or authority to create any obligation or responsibility on behalf of the other party.

**28. Notices:** All notices, payments, or statements under this Agreement shall be in writing and shall be sent by first-class certified mail, return receipt requested, postage prepaid, to the party concerned at the above address, or to any substituted address given by notice hereunder. Any such notice, payment, or statement shall be considered sent or made on the day deposited in the mails.

**29. Mediation and Arbitration:** If any dispute arises under this Agreement, the parties shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. The parties shall both cooperate with the mediator. If the parties cannot agree to any mediator, or if either party does not wish to abide by any decision of the mediator, then they shall submit the dispute to binding arbitration by any mutually-acceptable arbitrator. If no arbitrator is mutually acceptable, then they shall submit the matter to binding arbitration under the rules of the American Arbitration Association (AAA). Under any arbitration, both parties shall cooperate with and agree to abide finally by any decision of the arbitration proceeding. If the AAA is selected, the arbitration shall take place under the auspices of the nearest branch of the AAA such to the other party. The costs of the arbitration proceeding shall be born according to the decision of the arbitrator, who may apportion costs equally, or in accordance with any finding of fault or lack of good faith of either party. The arbitrator's award shall be non-appealable and enforceable in any court of competent jurisdiction.

**30. Force Majeure:** Each party hereto shall be relieved of its obligations hereunder to the extent that fulfillment of any such obligation shall be prevented by acts beyond the reasonable control of the party affected thereby.

**31. Good Faith and Fair Dealing:** In implementing this Agreement, TYLER and the 6-DOF TRUST agree to be governed by an obligation of good faith and fair dealing.



32. **Severability:** If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement and shall not cause the remainder to be invalid or unenforceable. In such event, the Parties shall reform this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intent of the stricken provision.

33. **Amendment:** This Agreement can not be amended, supplemented or otherwise modified except by an instrument in writing signed by both parties.

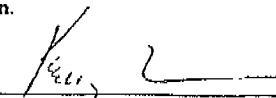
34. **No Strict Construction:** This Agreement has been prepared jointly and shall not be strictly construed against either party.

35. **Headings:** The headings used in this Agreement, having an arabic number followed by a word or a few words and then a colon, have no legal impact or significance and are used only as a convenience to the reader of this Agreement.

36. **Entire Agreement of the Parties:** This Agreement constitutes and contains the entire understanding and agreement of the parties and cancels and supersedes any and all prior negotiations, correspondence, understandings and agreements, whether verbal or written, between the parties respecting the subject matter hereof.

37. **Jurisdiction:** This Agreement shall be interpreted under the laws of the state of California.

38. **Signatures:** The parties, having carefully read this Agreement and having consulted or have been given an opportunity to consult counsel, have indicated their agreement to all of the above terms by signing this Agreement on the respective dates below indicated. TYLER and the Trustee of the the 6-DOF TRUST have each received a copy of this Agreement with both TYLER's and the Trustee's original ink signatures thereon.

Licensor:  Date: 7/1/97  
Kelly Tyler - Businessman - TYLER

Licensor:  Date: 7/1/97  
Brad Armstrong -- Trustee -- 6-DOF TRUST