

Owens Corning's Composite App Challenge Idea Submission

NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. INTERNET ACCESS IS REQUIRED TO ENTER. Void where prohibited or restricted by law.

BY REGISTERING FOR THIS CONTEST, YOU FULLY AND UNCONDITIONALLY AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS BELOW. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS AND CONDITIONS, DO NOT REGISTER FOR THIS CONTEST AND DO NOT SUBMIT AN ENTRY.

IDEA SUBMISSION TERMS AND CONDITIONS

TERM: The Owens Corning Composite App Challenge (the "Contest") begins on April 14, 2010 at 12:00 GMT and ends on February 28, 2011 at 24:00 GMT (the "Contest Period"). Owens Corning reserves the right in its sole discretion, to cancel, terminate, modify or suspend the Contest and these Terms and Conditions, for any reason, at any time and without any liability.

ELIGIBILITY: The Contest is sponsored by Owens Corning Sales, LLC. ("Owens Corning") and is open and offered only to individuals age eighteen (18) or older at time of registration. The Contest is not open to: (1) employees or internally contracted vendors of Owens Corning or its affiliates; (2) the immediate family members or members of the same household of any such employee; (3) directors or officers of Owens Corning or its affiliates; (4) the immediate family members or members of the same household of any such directors or officers; or (5) anyone professionally involved in the development or administration of this Contest. Residents of the province of Quebec in Canada, Cuba, Italy, Iran, Syria, North Korea, Myanmar (formerly Burma) and Sudan are not eligible to participate. The Contest is void in these countries and where otherwise prohibited or restricted by law. Owens Corning reserves the right to limit, or restrict upon notice, participation in the Contest by any person who fails to comply with these terms and conditions.

HOW TO ENTER: To enter the Contest, visit <http://www.occompositeappchallenge.com> (the "Site") from April 14, 2010 at 12:00 GMT through August 15, 2010 at 24:00 GMT (the "Entry Period"), accurately and truthfully complete the online registration form, accept these Terms and Conditions and follow the instructions for submitting an "Entry" or "Entries." The party submitting an Entry is referred to as an "Entrant" or "you."

The winning Idea for a Composite Product or Application shall be determined by the Judging Panel, in their sole discretion, which (i) has a perceived market opportunity and effectively addresses a marketplace need; (ii) appears to be technically feasible; and (iii) has a perceived business fit with Owens Corning's strategy.

Entrants may submit an Entry individually or as a part of a team. An Entry submitted by a team must designate one individual member as the team leader for contact and contest administrative purposes. The team leader will be responsible for submitting the Entry on behalf of the team. Each member of a team must register and accept these Terms and Conditions or the team as a whole may be disqualified, in Owens Corning's sole discretion. An individual may only be a member of one team; however each team may submit multiple ideas. Each Entry must be the original creation of the Entrant. Entries may not be cancelled, removed or revoked by Entrant. Owens Corning, its affiliates, licensees, successors and assigns are in no way obligated to use or continue to use any Entry. Owens Corning, in its sole discretion, may either reject an Entry or ask for resubmission if Owens Corning determines that an Entrant submitted an Entry in the incorrect category.

CONTEST PARTICIPATION: Entrants may submit more than one Entry. Entrants are responsible for any costs or expenses associated with preparing and submitting an Entry. All Entries suspected of violating intellectual property rights, or any local, state or federal law(s) will be ineligible. Entries can be submitted in the following languages, with first preference being English: English, French, Portuguese, Spanish, German, and Chinese. Entrants assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected Entries. All information collected from Entries shall be deemed collected and judged in the United States.

CONTEST TERMS OF SUBMISSION: Proof of an uploaded Entry does not constitute proof or evidence that Owens Corning received the Entry within the Entry Period or that it is otherwise eligible for the Contest. Owens Corning reserves the right to disqualify and/or remove any Entry or Entrant for any reason or no reason within its sole and absolute discretion. Nothing in these Terms and Conditions shall require Owens Corning to monitor or edit the Site or any Entries for offensive or otherwise objectionable content. Notwithstanding the foregoing, Owens Corning may reject or remove from the Site or Contest any Entry which might be considered, offensive, defamatory, obscene, illegal, or harmful, or that otherwise falls short of Owens Corning's (or its customers') standards. All Entrants shall use the Site according to these Terms and Conditions.

REPRESENTATIONS AND WARRANTIES:

Each Entrant (including each member of a team Entry) represents and warrants as follows:

- (i) all registration information is complete, accurate and truthful;
- (ii) no person or entity (including your employer or academic institution) other than you have any right, title or interest in any part of your Entry;
- (iii) no other party is entitled to claim royalties from the use of the Entry;
- (iv) each Entry, the use thereof by Owens Corning, or the exercise by Owens Corning of any of the rights granted by you under these Terms and Conditions, does not and will not infringe or violate any rights of any third party or entity, including, without limitation Intellectual Property Rights, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights. "Intellectual Property Rights" means any and all tangible and intangible: (a) copyrights and other rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents, designs, algorithms, utility models, and other industrial property rights, and all improvements thereto; (e) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing); and (g) any licenses, permissions and consents associated with (a) through (e) above.;
- (v) your entire Entry is an original work by you, and you have all the rights, licenses, permissions and consents necessary to submit the Entry and to grant all of the rights that you have granted hereunder;
- (vi) your Entry does not contain content that is inconsistent with the permissible uses outlined by these Terms and Conditions, including, but not limited to, content that is unlawful, harmful, threatening, abusive, harassing, defamatory, libelous, invasive of another's privacy, vulgar, profane, sexually explicit, obscene, racially or ethnically offensive or otherwise objectionable;
- (vii) you will not upload, post or otherwise transmit any Entry or content that contains software viruses, Trojan horses, worms, time bombs, cancelbots or any other computer code or files that are designed to disrupt, damage, or limit the functioning of any software or hardware;
- (viii) you are not submitting any confidential, proprietary, or trade secret information.

RIGHT TO USE THE ENTRY:

With respect only to the contents of each Entry, all Entrants hereby grant and agree to grant to Owens Corning, its affiliates, parents, subsidiaries and their successors, assigns and agents the right to:

- (a) review, assess, test, evaluate, analyze or otherwise consider the Entries and any other information provided for the Contest;
- (b) reproduce and have reproduced, or distribute to the public copies or publicly display, and publicly perform by means of digital audio transmission or otherwise all or any part of the Entries;
- (c) revise, alter, modify, improve or otherwise make derivative works of the Entries; and
- (d) use, make and have made, import, export, distribute, market, lease, sell and offer to sell or otherwise dispose of all or any part of the Entries.

Entrant waives all claims to and shall receive no royalties of any kind, now or in the future, from Owens Corning, its affiliates, licensees, successors and assigns for use of your Entry.

No Entry will be received or held "in confidence" and under no circumstance will your Entry create a confidential relationship or obligation of secrecy between you and Owens Corning or between you and any other party. Entrants should be guided by their own attorneys as to the desirability of seeking patents or other protection for Entries. Entrant acknowledges that Owens Corning may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Entry. Accordingly, nothing herein shall prohibit Owens Corning from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in any Entry. You recognize that other persons or entities may have provided Owens Corning or others, or made public, or may in the future submit, or make public, materials that are the same or similar to your Entry. Entrant acknowledges and agrees that Owens Corning shall have the right to use such same or similar materials, and that Entrant will not be entitled to any compensation arising from Owens Corning's use of such materials. In the event that your Entry is identical or similar to the Entry of another Entrant, Owens Corning reserves the right to score one Entry higher than the other subject to the judging criteria set forth below and at the sole discretion of the Judging Panel (defined below)

JUDGING CRITERIA:

Qualified Entries will be reviewed by a panel of judges selected by Owens Corning and its affiliates ("Judging Panel(s)").

IDEA SUBMISSION

Phase I

The Judging Panel will select up to twenty (20) Entries (collectively the "Semi-finalists"). The Judging Panel will make their selections based on the content of the Entries and using the following judging criteria: (i) content of the idea; (ii) potential market opportunity; (iii) technical feasibility, and (iv) perceived alignment with Owens Corning's business strategy. The Semi-finalists will have an opportunity to proceed to Phase II. In August 2010, Owens Corning will announce the Semi-finalists on the Site and attempt to notify them individually by mail, e-mail or telephone (at Owens Corning's discretion and using the information provided in the Registration). In order to proceed to Phase II, the Semi-finalists must notify Owens Corning of their willingness to proceed within three (3) business days of notification and satisfy other eligibility requirements as may be determined by Owens Corning. If a Semi-finalist does not timely consent to proceeding to Phase II and satisfy any eligibility requirements, an alternate may be selected.

Phase II

Phase II will take place from September 1, 2010 through October 31, 2010, with exact schedules to be announced on the Site. Each Semi-Finalist will have thirty-two (32) calendar days to prepare, with non-monetary assistance from Owens Corning, to submit a presentation related to its Entry. The presentation shall include: (i) additional details about the composite application; (ii) the business case for commercializing the product (provide any assumptions around financials, market information, competition, risk, and challenges); and (iii) the market opportunity or a marketing plan. A Judging Panel (which may differ from the Phase I panel) will select no more than eight (8) Entries to move to final consideration (the "Finalists") using the following criteria: (i) business case; (ii) technical feasibility; and (iii) alignment with Owens Corning's business strategy. Owens Corning will announce the Finalists on the Site and attempt to notify them individually by mail, e-mail or telephone (at Owens Corning's discretion and using the information provided in the Registration). In order to proceed to Phase III, the Finalists must notify Owens Corning of their willingness to proceed within three (3) business days of notification and satisfy other eligibility requirements as determined by Owens Corning. If a Finalist does not timely consent to proceeding to Phase III and satisfy any eligibility requirements, an alternate may be selected.

Phase III

Phase III will take place between November 2010 and February 2011, with exact schedules to be announced on the Site. Each Finalist will have up to fourteen (14) calendar days to prepare, with non-monetary assistance from Owens Corning, another presentation related to its Entry. Each Finalist shall present its Entry to a third and final

Owens Corning Judging Panel, either electronically or face-to-face in Toledo, Ohio. In Phase III, Finalists are judged based on the following criteria: (i) likelihood of long-term success and scalability; (ii) Owens Corning's business needs and (iii) the Finalist's presentation. A Winner will be announced approximately thirty (30) days after the end of the Phase III. All decisions of the Judging Panels are final, non-appealable and binding. Potential winners must comply with all Terms and Conditions; winning is contingent upon verification of eligibility and compliance with all requirements herein.

Idea – Monetary Awards

Idea Submission Award (1): US \$20,000 cash award paid to the Entrant; in return for granting to Owens Corning all right, title and interest in and the Intellectual Property Rights encompassed in the Entry.

Student Idea Submission Awards (3): US \$10,000 cash award paid to the Entrant (including each member of a team) which is a currently enrolled full time student at a college or university; in return for assigning to Owens Corning all right, title and interest in and the Intellectual Property Rights encompassed in the Entry.

Each Idea Contest winner will be required to sign a written acknowledgement of these terms and conditions, and an assignment agreement substantially in the form in Appendix A which follows these terms and conditions. A Contest winner may make no substitutions or assignment of a Contest Award other than as specified in these terms and conditions. In no event shall Owens Corning be required to pay more than the stated number of awards.

TAX CONSIDERATIONS: Winner is solely responsible for any local, provincial, state, federal or any other applicable taxes, and any other costs, expenses and fees connected with the cash award.

AFFIDAVITS AND RELEASES: Potential winners will be required to sign and return an Affidavit/Declaration/Certificate of Eligibility, Confirmation of License Grant, Assignment of Rights, and Release of Liability, for receipt by Owens Corning within five (5) calendar days of the date such Affidavit and Release are dated. In the event of noncompliance with these Terms and Conditions, if potential winner cannot be reached using the contact information provided on the Entry on or within two attempts, or if an award winner notification is returned as unclaimed or undeliverable, the award will be forfeited and an alternate potential winner may be selected. Awards are not assignable or transferable in whole or in part. No award substitutions allowed, in whole or in part.

VERIFICATION/AUDIT: Entrant understands and agrees that Owens Corning may (but is not required to) verify, audit or otherwise confirm Entrant's identity, eligibility, registration information or other information relating to any Entrant or Entry that may aid Owens Corning in selecting a Contest winner(s). In addition Entrant shall also be subject to audit for compliance with the terms of any award given hereunder, including use of the cash awards for their intended purpose. Entrant hereby consents to such audit and verification efforts and shall reasonably cooperate fully and in good faith with Owens Corning throughout the duration of the Contest and thereafter. Owens Corning, in its sole and absolute discretion, may suspend, remove or otherwise eject any Entrant suspected of providing false, misleading or other information that may fail to comply with these Terms and Conditions, or any other Contest rules or regulations. Owens Corning, in its sole and absolute discretion, may also require a refund of any awards given if the Entrant's noncompliance with these Terms and Conditions did not occur (or was not realized) until after the end of the Contest.

GENERAL CONDITIONS: Entrant grants permission to Owens Corning and its authorized representatives to use his/her name, address (city and state/province/territory), photograph, voice, and/or other likeness for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide, and on the Internet and world wide web, in perpetuity, without notice, consideration, review or approval. Entrants shall at all times comply with the Authorized Usage Policy on and for the Site. Personal data will be processed in accordance with Owens Corning's Privacy Policy which can be found at <http://www.owenscorning.com>. Following the Contest Period, Owens Corning shall not be required to retain records of any Entries. Entrants should direct any request to access, update, or correct information to Owens Corning. Owens Corning is not responsible for human error, theft, destruction, or damage to Entries, or other factors beyond its reasonable control. Owens Corning reserves the immediate right to disqualify any Entrant who, in Owens Corning's sole discretion: (i) is not in compliance with these Terms and Conditions, (ii) tampers with the Entry process, the Contest, or the Site; or (iii) is acting in an uncooperative, unsportsmanlike, disruptive, abusive, or threatening manner. Owens Corning shall not be liable to a winner or any other person for failure to supply the award or any part thereof, by reason of the award becoming for reasons beyond the reasonable control of Owens Corning unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond Owens Corning's control. Entrants shall not take part, or agree to take part, in any media coverage, or make any press releases or other public announcements, regarding participation in the Contest with the prior written agreement of Owens Corning. Each Entrant shall be prohibited from using this Contest, these terms and conditions, the Owens Corning name, trademarks, trade names or any other Owens Corning proprietary information for any purpose other than submission of an Entry.

Neither Owens Corning, nor its employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies ("Released Parties") shall assume any responsibility whatsoever for delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures or difficulties; the incorrect or inaccurate capture or failure to capture information whether caused by Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, Entry, or other information; the failure to capture any such information; or errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest, theft, loss, destruction or damage to Entries, in whole or in part, or other factors beyond their reasonable control. Once submitted, an Entry cannot be deleted or cancelled. Released Parties are not responsible for injury or damage to Entrants' or to any other person's computer related to or resulting from participating in the Contest or downloading materials from or use of the Site. Persons who tamper with or abuse any aspect of the Contest or Site, as solely determined by Owens Corning, will be disqualified. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, Owens Corning RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW (AND TO DISQUALIFY SUCH PERSON FROM THE PROMOTION, IF APPLICABLE). Any Entrant Owens Corning suspects of attempting to circumvent the Terms and Conditions of this Contest, including but not limited to using false e-mail and/or addresses, multiple identities or other fraudulent or deceptive Entry methods, may be disqualified. In the event of a dispute as to the source of any Entry, the authorized account holder of the email address used to enter will be deemed to be the person making the Entry. The authorized "account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address.

LIMITATIONS OF LIABILITY AND RELEASE: ENTRANTS AGREE THAT Owens Corning, ITS AFFILIATES, DIVISIONS, SUBSIDIARIES, RESELLERS, DEALERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS, REPRESENTATIVES AND AGENTS ("RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY ENTRANT FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING WITHOUT LIMITATION DISABILITY OR DEATH. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND,

EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

CHOICE OF LAW: This Contest and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Ohio and the United States, without regard to the conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of these Terms and Conditions shall be the state courts of the State of Ohio for the County of Lucas or the United States District Court for the Northern District of Ohio and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. Entrants hereby waive all rights to (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and (ii) to have damages multiplied or otherwise increased, including for willful patent infringement.

WINNERS LIST: For a list of winners, contact Owens Corning by mail at the address below addressed to attention: Owens Corning Composite App Winner's List; or, please check the Site for a list of winner's names.

Owens Corning: Owens Corning Sales, LLC., One Owens Corning Parkway, Toledo, Ohio 43659.

I have read and understood the terms and conditions; and I am over 18 years of age.

APPENDIX A

INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT FOR IDEAS (not applicable for Application submissions)

THIS INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT ("Agreement"), dated as of _____, 20__ (the "Effective Date"), is by and between OCV INTELLECTUAL CAPITAL, LLC ("Assignee"), a corporation of Delaware having a place of business at One Owens Corning Parkway, Toledo, Ohio 43659 , and _____, a citizen of _____, with a residence at _____ (the "Assignor").

Background

Assignor is an individual that participated in the Owens Corning Composite App Challenge. It is Assignor's intention to assign and transfer to OCV INTELLECTUAL CAPITAL, LLC all of Assignor's right, title, and interest in and to any intellectual properties that are the subject of Assignor's winning entry in the Owens Corning Composite App Challenge (the "Composite App Challenge Materials").

NOW, THEREFORE, in consideration of the premises and covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Intellectual Property Rights. Assignor hereby agrees to assign to Assignee, and by execution of the assignments attached hereto as **Schedule A** does transfer and assign to Assignee all right, title, and interest in and to its Intellectual Property Rights in the Composite App Challenge Materials. For purposes of this Agreement, "Intellectual Property Rights" means intellectual property rights, including (i) any patent, patent application (whether registered or unregistered), copyright (whether registered or unregistered), copyright application (whether registered or unregistered), trade secret, trademark (whether registered or unregistered), trademark application, trade name, service mark (whether registered or unregistered), service mark application, confidential information, know-how, process, technology, development tool, ideas, concepts, design right, database right, methodology, algorithm or invention, (ii) any right to use or exploit any of the foregoing, and (iii) any other proprietary right, whether arising under the laws of the United States or any other country.

2. Representations and Warranties. Assignor represents and warrants that: (i) the Composite App Challenge Materials assigned hereunder are the Assignor's original work and Assignor has the power and authority to assign its Intellectual Property Rights to the Composite App Challenge Materials in accordance with this Agreement; (ii) Assignor has no knowledge of any third party intellectual property infringement claims, lawsuits, or demands arising under or in connection with the Composite App Challenge Materials; (iii) Assignor has the right, authority and power to enter into this Agreement; (iv) no third party consents, assignments or licenses are necessary to perform under

this Agreement; and (v) Assignor has no obligations to any employer (whether by law or by contract) that could in any way prohibit Assignor from assigning the Composite App Challenge Materials to Assignee. Assignor agrees to immediately notify Assignee in writing if any facts or circumstances arise that would make any of the representations in this Agreement inaccurate in any way.

3. Language and Governing Laws. The controlling language of this Agreement is English. This Agreement and any action related thereto shall be governed, controlled, interpreted and defined by and under the laws of the State of Ohio and the United States, without regard to the conflicts of laws provisions thereof. The exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the state courts of the State of Ohio for the County of Lucas or the United States District Court for the Northern District of Ohio and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.

4. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by law, the parties waive any provision of law that renders any such provision prohibited or unenforceable in any respect.

5. Cooperation Following the Execution. Following the execution of this Agreement, each party shall deliver to the other such further information and documents and shall execute and deliver to the other such further instruments and agreements as the other party shall reasonably request to consummate or confirm the transactions provided for in this Agreement, to accomplish the purpose of this Agreement or to assure to the other party the benefits of this Agreement.

6. Entire Agreement: This Agreement constitutes the entire Agreement between Assignor and Assignee with respect to the subject matter hereof, and supersedes all oral or written communications or other agreements between the parties with respect to such subject matter hereof. No changes, supplements, addenda, or amendments to this Agreement shall be effective or enforceable unless agreed to by the parties in writing.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

_____		OCV INTELLECTUAL CAPITAL, LLC	
(Assignor)		(Assignee)	
(Signature)	(Date)	(Signature)	(Date)
(Printed Name)		(Printed Name)	(Title)
(Date)		(Date)	