

# Exhibit C

### **COPYRIGHT ASSIGNMENT AND LICENSE AGREEMENT**

This Copyright Assignment and License Agreement (Agreement) is between Kamind Associates, Inc., an Oregon corporation with a principal place of business at 2373 NW 185<sup>th</sup> Avenue, Suite 416, Hillsboro, Oregon 97124 ("Kamind") and QS Industries, Inc., an Oregon corporation with a principal place of business at 3800 SW Cedar Hills Boulevard, #224, Beaverton, Oregon 97005 ("QSI").

**WHEREAS**, QSI is the author and owner of all copyright rights in and to a work entitled "NMRA DCC Reference Manual for QSI Quantum HO Equipped Locomotives, Version 3.0" (hereinafter "the Manual");

**AND, WHEREAS** Kamind desires to acquire the copyright in the Manual and thereafter to grant an exclusive license to QSI to use and reproduce the Manual;

**NOW, THEREFORE**, the parties agree as follows.

1. For the sum of Five Hundred Dollars (\$500.00) and other good and valuable consideration, the receipt whereof is acknowledged, QSI hereby assigns to Kamind the entire right, title and interest in and to the Manual, including all copyright rights therein, and the right to recover for any past infringement of said copyright rights.

2. Kamind grants QSI an exclusive, royalty free license to use, modify, translate and reproduce the Manual anywhere in the world, and QSI may grant to others the right to modify, use, reproduce and translate the Manual into languages other than English.

3. This Agreement is binding upon the parties, their successors, and assigns.

4. The parties have relied upon their own judgment and the judgment of their respective legal counsel regarding every aspect of this Agreement. This Agreement reflects the entire understanding between the parties and no statements, promises or inducements by any of the parties or any agent of any of the parties to this Agreement shall be binding unless contained in this Agreement. This Agreement supersedes and replaces any alleged or actual prior agreements or understandings between the parties.

---

5. The parties agree that any disputes between them shall be subject to mediation and, if unsuccessful, shall be resolved by binding arbitration.

6. This Agreement shall be governed by and interpreted under the laws of the state of Oregon and the parties consent to jurisdiction and venue of the U. S. District Court for the District of Oregon.

Dated: 3 Nov 2006

**QS INDUSTRIES, INC.**

  
By: Frederick E. Severson, Its C.E.O.

Dated: Nov 3, 2006

**KAMIND ASSOCIATES, INC.**

  
By: Matthew A. Katzer, Its President