

11-17-1998



100901056

FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

TS ONLY

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): MRS  
Jackie L. Andrews 11-10-98  
Additional name(s) of conveying party(ies) attached  Yes  No

2. Name and address of receiving party(ies)  
Name: Randall Jensen  
Internal Address:  
Street Address: 4206 N.W. 69th Terrace  
City: Coral Springs State: FL ZIP: 33065

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other -  
Execution Date:

4. Application number(s) or patent number(s):  
If this document is being filed together with a new application, the execution date of the application is  
A. Patent Application No.(s) B. Patent No.(s)  
5,269,114  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed  
Name: Barry L. Haley  
Internal Address: Malin, Haley, DiMaggio & Crosby, P.A.  
Street Address: One East Broward Blvd., Suite 1609  
City: Fort Lauderdale State: Florida ZIP: 33301

6. Total number of applications and patents involved: 1  
7. Total fee (37 CFR 3.41) \$40.00  
 Enclosed  
 Authorized to be charged to Deposit Account  
8. Deposit account number: 13-1130  
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.*

Barry L. Haley  
Barry L. Haley, Reg. No. 25,339

11/6/98  
Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:  
Commission of Patents and Trademarks, Box Assignments

17/1998 JWA/TK/MS 00000011 5269114  
40,00 UP

**PATENT ASSIGNMENT AND LICENSE AGREEMENT**

**WHEREAS**, by assignment recorded in the United States Patent and Trademark Office on September 3, 1996, on Reel 8113, Frame 622-624, I, Jackie L. Andrews, of Ruston, Louisiana, hereinafter referred to as Assignor, am the owner of all right, title, and interest in United States Patent No. 5,269,114 for "Cover Retainer for Concrete Block Wall Opening".

**WHEREAS**, Randall Jensen, of Coral Springs, Florida, hereinafter referred to as Assignee, is desirous of acquiring the same.

**NOW THEREFORE**, in consideration as stated hereinbelow, the receipt of which is hereby acknowledged, Assignor has assigned, sold, and set over, and by these presents does assign, sell, and set over unto the said Assignee, all right, title, and interest in and to the Patent, including the right to sue for damages for all past infringement occurring prior to the execution date of this Assignment, and said Patent to be held and enjoyed by the said Assignee, for Assignee's own use and behoof, to the full end of the term for which said Patent is granted, as fully and entirely as the same would have been held by Assignor had this assignment and sale not been made.

**CONSIDERATION** to include \$3500 to be paid by Assignee to Assignor at the time of execution of this Assignment, an additional \$1500 to be paid by Assignee to Assignor within 90 days of said execution, and a Patent License, the terms of which are set forth in Exhibit A attached hereto, is granted by Assignee to Assignor at said execution.

**IN WITNESS WHEREOF**, the parties hereto have caused the execution of this Assignment and Agreement on the date indicated below.

Attest:

Jackie L. Andrews, Assignor

Margaret Andrews

Jackie L. Andrews

Title: Mother

Date: 10-26-98

Date: 10-26-98

Attest:

Randall Jensen, Assignee

Jodie Bates

Randall Jensen

Title: Friend

Date: 10-28-98

Date: 10-26-98

**EXHIBIT A  
LICENSE AGREEMENT**

This Agreement is made this 10 day of 26, 19998 by and between Randall Jensen, having an address at Coral Springs, Florida (hereinafter referred to as "LICENSOR"), and Jackie L. Andrews, having an address at Ruston, Louisiana (hereinafter referred to as "LICENSEE").

**WITNESSETH:**

WHEREAS, LICENSOR has received United States Letters Patent 5,269,114; and

WHEREAS, LICENSEE is desirous of continuing to use one of the embodiments of said Patent; and

WHEREAS, LICENSOR is willing to grant the licenses hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

**1. DEFINITIONS**

1.1 The above recitals and whereas clauses are true and accurate and form a part of this Agreement.

1.2 "Patent" shall mean United States Letters Patent 5,269,114.

1.3 "Invention" means that described in the Patent.

1.4 "Licensed Product" means that which embody the Invention as illustrated in Figs. 6, 6A, and 6B, and described at col. 4, lines 25-35 of the Patent, which is the wedge fastener that LICENSEE is currently manufacturing.

**2. GRANT**

2.1 LICENSOR hereby grants to LICENSEE the right and license under the Patent to manufacture, use, sell and otherwise commercialize Licensed Product, without the right on the part of LICENSEE to grant sublicenses.

**3. REPRESENTATIONS BY LICENSOR**

3.1 LICENSOR covenants, represents and warrants:

- (a) That it is the exclusive owner of all rights to the Invention and the Patent;
- (b) That there is no other person, firm, corporation or other entity having any title to the Invention or the Patent; and
- (c) That it has full power to grant the rights, licenses and privileges herein given.

3.2 (a) Nothing in this Agreement shall be construed as:

- (i) A warranty or representation by LICENSOR as to the validity or scope of the Patent; or
- (ii) A warranty or representation by LICENSOR that anything made, used, sold, or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents or third party rights; or
- (iii) An obligation of LICENSOR to bring or prosecute actions or suits against third parties for infringement (except to the extent and in the circumstances stated in Section 7); or
- (iv) Granting by implication, estoppel, or otherwise, any licenses or rights under patents of LICENSOR other than the Patent.

(b) LICENSOR makes no representations, EXTENDS NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, and assumes no responsibilities whatever with respect to the use, sale, or other disposition by LICENSEE or their vendees or other transferees of products incorporating or made by use of (i) Inventions licensed under this Agreement or (ii) information, if any, furnished under the Agreement.

**4. ROYALTIES, REPORTS AND PAYMENTS**

4.1 This is a royalty free License.

**5. TERM AND TERMINATION**

6.1 Unless sooner terminated pursuant to the provisions hereof, this Agreement shall remain in force for the life of the Patent.

## 6. INFRINGEMENT BY OTHERS

7.1 LICENSEE shall promptly inform LICENSOR of any suspected infringement of the Patent by a third party, and LICENSOR shall have the right to institute an action for infringement of the Patent against such third party in accordance with the following:

(a) LICENSOR may institute suit and LICENSOR shall bear the entire cost of such litigation and shall be entitled to retain the entire amount of any recovery by way of judgment or settlement.

(b) If LICENSOR declines to institute suit, then LICENSOR and LICENSEE may agree to institute suit jointly, the suit shall be brought in both their names, the out-of-pocket costs thereof shall be borne equally, and recoveries, if any, whether by judgment, award, decree, or settlement, shall be shared equally. LICENSOR shall exercise control over such action; provided, however, that LICENSEE may, if it so desires, be represented by counsel of its own selection, the fees for which counsel shall be paid by LICENSEE.

## 7. INDEMNITY

8.1 LICENSEE will hold LICENSOR harmless against all liabilities, demands, damages, expense, or losses arising (i) out of use by LICENSEE or their transferees of inventions licensed or information furnished under this Agreement or (ii) out of any use, sale, or other disposition by LICENSEE or its transferees of products made by use of such inventions or information.

## 8. ASSIGNMENTS

9.1 Neither this Agreement nor any license or rights hereunder shall be assignable or otherwise transferable by LICENSEE without the prior written consent of LICENSOR.

## 9. MISCELLANEOUS

10.1 This Agreement constitutes the entire understanding and agreement of and between the parties with respect to the subject matter hereof and supersedes all prior representations and agreements. It shall not be modified or varied by any oral agreements or representation or otherwise than by an instrument in writing of subsequent date hereto duly executed by the parties. Failure of either party to insist upon strict performance of any of the covenants, terms or conditions of this Agreement shall not be deemed to be a waiver of any other breach or default in the performance of the same or any other covenant, term or condition contained therein.

10.2 This Agreement shall be construed and interpreted in accordance with the laws of the United States and the State of Florida.

10.3 The waiver of any breach of this Agreement by either party hereto shall in no event constitute a waiver as to any future breach, whether similar or dissimilar in nature.

10.4 Each of the parties hereto forthwith upon request from the other shall execute and deliver such documents and take such actions as may be reasonably requested in order to fully carry out the intent and purposes of this Agreement.

10.5 In the event a court of competent jurisdiction determines that a provision or section of this Agreement is void, unenforceable, or otherwise non-binding, any and all remaining provisions or sections shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement on the date first above written.

Attest:

Randall Jensen, LICENSOR

Margaret Andrews

Randall Jensen  
10-28-98

Title: mother

Date: 10-26-98

Attest:

Jackie L. Andrews, LICENSEE

Jodie Bates

Jackie L. Andrews

Title: friend

Date: 10-26-98

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