

12-10-1998



100915862

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REEL: 9638 FRAME: 0863

**Correspondent Name and Address**

**Area Code and Telephone Number**

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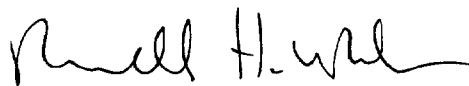
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## LIMITED NON-EXCLUSIVE LICENSE AGREEMENT

WHEREAS, on November 25<sup>th</sup>, 1998 Trans-Marine, Inc. ("Trans-Marine") conveyed its rights in and to United States Letters Patent No. 5,740,915 (the "Patent") to Riverborne Communications, LLC ("Riverborne") pursuant to the Assignment of Patent dated November 25<sup>th</sup>, 1998; and

WHEREAS, Trans-Marine wishes to obtain and Riverborne is willing to convey a limited non-exclusive license to Trans-Marine so that Trans-Marine can produce in the United States cards that would be subject to the Patent, which cards may only be distributed in export to Europe without any subsequent importation into the United States or any of its territories.

Accordingly, in exchange for One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Riverborne hereby grants to Trans-Marine, as expressly set out herein, a limited non-exclusive license under the Patent to lawfully make products covered by the Patent in the United States, which products may only be sold in export to Europe without any subsequent importation into the United States or any of its territories. This limited non-exclusive license shall expire one (1) year from the date hereof.

This limited non-exclusive license may not be sold, assigned or transferred in any fashion by Trans-Marine. Trans-Marine agrees to indemnify and hold harmless Riverborne and its successors and assigns for any liabilities, claims, losses, damages, costs and expenses, including reasonable attorney's fees, that may be asserted or made against Riverborne, its successors or assigns, arising from or in connection with Trans-Marine's making, use, or sale of products under this limited non-exclusive license.

Dated this 25<sup>th</sup> day of November, 1998.

TRANS-MARINE, INC.

RIVERBORNE COMMUNICATIONS,  
LLC

By: Ronald Bythe Selby, Jr.  
Ronald Bythe Selby, Jr.

Its: Vice President

By: Barry J. Fiala  
Barry J. Fiala

Its: Chief Manager

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