

FORM PTO-1595 (Rev. 6-93) OMB No. 0651-0011 (exp 4/94)

08-12-1999

HEET U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office



101114859

hed original documents or copy thereof.

1. Name of conveying party(ies): American Uni-Tech, Inc.

2. Name and address of receiving party(ies)

Name: Elizabeth A. Riker

Internal Address:

Additional name(s) of conveying party(ies) attached? Yes  No

3. nature of conveyance:

- Assignment (checked), Merger, Security Agreement, Change of Name, Other

Street Address: 186 C. Ave Majorca

City: Laguna Hills State: CA ZIP: 92653

Execution Date:

Additional name(s) & address(es) attached?  Yes  No

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)

5,405,555

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Steins & Associates

Internal Address:

Street Address: 2333 Cam. del Rio S. Suite #120

City: San Diego State: CA ZIP: 92108

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41) .....\$ 40.00

- Enclosed (checked), Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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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.

Karl M. Steins, 40, 186

Name of person Signing

Signature

7/27/99

Date

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

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



## AGREEMENT

THIS AGREEMENT entered into on October 19, 1985 by and between AMERICAN UNI-TECH, INC., Edward J. Shaida, (hereinafter referred to as "AUT"), located at 19100 Von Karman Ave., #240, Irvine, CA 92715 and ELIZABETH RIKER, (hereinafter referred to as "RIKER"), located at \_\_\_\_\_ is based upon the following terms and conditions:

### RECITALS

WHEREAS, RIKER is the sole owner of certain chemical formulas invented by ELWOOD N. RIKER, deceased, and;

WHEREAS, AUT is an interested party desiring to obtain full rights to these formulas for manufacturing and resale;

THEREFORE, the following terms and conditions shall apply:

1) RIKER shall release full control and ownership of the following chemical formulas to AUT and AUT shall maintain sole world rights including the right to patent said formulas according to the terms of this Agreement.

a) "Flame-Out Formula IV": a clear, clean liquid fire and flame retardant chemical for use on porous materials, fabrics, paper, wood, etc.;

b) "Flame-Out Formula VI": a latex base, flame retardant interior paint;

c) "Flame-Out Formula VII": a latex (water based) intumescent mastic flame retardant compound for metal coating and exterior paint;

d) "Flash Point Reducer": a clear liquid flame retardant additive for solvents for cleaning printed circuit boards, etc.

e) "Carpet Cleaner": a soapless carpet cleaner liquid;

f) "Chimney Sweep": a powdered chimney flue cleaner;

g) "Concrete Waterproofing Compound".

2) AUT agrees to pay RIKER the sum of One Hundred Thousand Dollars (\$100,000) total for the complete purchase of all of the said chemical formulas listed above. Payment shall be as follows:

a) The sum of FIFTY CENTS (\$.50) shall be paid for each and every sale of the Flame-Out IV Formula up to a limit of \$100,000 as stated in item 2) above until the sales price is paid in full.

b) In addition to the sales price, a royalty fee shall be paid to RIKER of FIVE (5%) percent of the NET income of the sales of said formulas.

c) Payment shall be paid based upon the sales and shipments of said products, on the following month after the sale on the 10th day of said month. Said royalties shall be paid on a continuing basis for as long as AUT continues to manufacture and sell said formulas.

3) All formulas and original documents pertaining to any research and testing results done by the RIKER family shall be surrendered to AUT upon the signing of this AGREEMENT.

4) AUT agrees to the following:

a) AUT agrees to create and be responsible for future testing of said formulas with Underwriters Laboratory or any other registered laboratory.

b) AUT agrees to manufacture and distribute said formulas in a legal manner.

c) AUT shall be responsible for the marketing and merchandising of said formulas which may include all international rights as well.

5) AUT agrees to establish appropriate accounting procedures designed to show the net income and royalties generated by all chemical formulas referred to above. Audits shall be made available and performed by a independent auditor and the expense shall be at AUT's expense.

6) It is agreed and understood that it is not the intention of said parties to this Agreement to gain an interest in either of the other party's separate business, and, except as expressly set forth herein, neither party shall have any obligation to the other party. It is agreed that no party to this Agreement shall have any right to bind the other party or make any representation to the contrary.

7) EFFECTIVE DATE: This Agreement shall be deemed effective as of October 19, 1985 regardless of the date this Agreement is actually signed by either party. This is the final agreement between the parties and supersedes any other verbal or written agreements.

8) NOTICES: Any and all notices and every Disclosure (except for those which have already occurred) between the parties provided for

or permitted under this Agreement or by law, shall be in writing and shall be deemed duly served when personally delivered to the other party, or in lieu of such personal service when deposited in the United States mail, certified, postage pre-paid, addressed to such other party at the address of each principal place of business or when sent to the other party by facsimile transmission (FAX) to the then current FAX number as may from time to time be specified in a notice given pursuant to this paragraph, at the address or FAX number for service of notice last designated by either party.

9) **ATTORNEY FEES:** Should any litigation occurred between the parties hereto, or their personal representatives, successors, assigns, or nominees concerning any provision of this Agreement, or the rights and duties of any person in relation thereto, the party or parties prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for its attorneys' fees, costs and expenses incurred in such litigation.

10) **SURVIVOR:** The provisions of this Agreement prohibiting non-circumvention and non-disclosure shall survive the termination of this Agreement.

11) **TERMINATION:** This Agreement shall be considered null and void if the following should occur:

a) In the event AUT shall dissolve and/or if full payment has not been made to RIKER according to the terms of this Agreement. In such event, RIKER shall have the right to reclaim and market said formulas. In such case, RIKER shall be responsible for obtaining new patents and testing and bare the costs for any and all marketing of said formulas under a new name, other than the name AUT shall have determined for the sale of said formulas.

b) RIKER does not provide all the necessary documentation and research necessary to AUT in order for AUT to utilize and market said formulas. Should said formulas be previously sold, revealed or marketed at any time to any party other than AUT by RIKER, AUT shall be relieved of any payment due to RIKER as stated in this Agreement. AUT shall also be free to market, research and improve on said formulas without any legal intervention by RIKER at any time.

12) **AMENDMENTS:** This Agreement made by amended by either party, in writing and signed by both parties.

13) **COOPERATION:** All parties to this Agreement hereto agrees to cooperate with each other to satisfy the spirit and intention of this Agreement. All parties agree to execute any such other documents as may be reasonably required to carry out any legal requirements of state or federal institutions and to carry out the terms and conditions of this Agreement.

14) **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective agents, heirs, personal representatives, successor and assigns.

15) **FACSIMILE TRANSMISSIONS:** FAX transmissions shall be considered to be the equivalent of original documents for all purposes to this Agreement, including Disclosure and the execution of this Agreement itself. FAX transmissions shall suffice for all notices, transmissions and communications whether required pursuant to the terms of this Agreement, or convenient to advance the purposes of this Agreement, except in the instance where original documentation shall be required (research, notes, etc. performed by Mr. Riker.).

16) **WAIVER:** The failure of one party to insist upon strict performance or observance of the terms of this Agreement shall be construed to be a waiver of the right to insist upon such strict performance or observance of that term or condition, or any other term or condition of this Agreement in the future.


17) **SEVERABILITY:** In the event any provision of this Agreement shall be construed to be void or unenforceable, or in conflict with any applicable law, such provision or provisions shall be severed from this Agreement and such severance shall not effect the remaining provisions of this Agreement, and the balance of this Agreement shall remain in full force and effect.

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18) COMPLETE AGREEMENT: This is the complete Agreement between the parties hereto and supersedes all prior agreements, verbal or in writing, concerning the subject matter herein stated.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date setforth opposite their signature.

AMERICAN UNI-TECH, INC.

  
Edward J. Shaida  
President

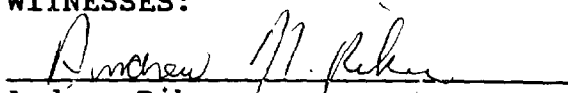
DATE: 12/2/93

ELIZABETH RIKER

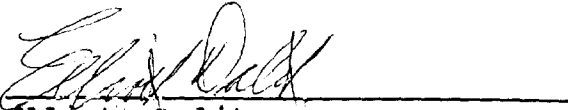
  
Elizabeth Riker

DATE: 12/2/93

WITNESSES:

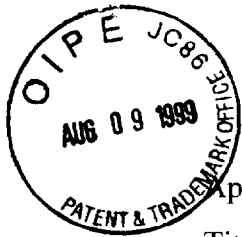
  
Andrew Riker

DATE: 12/2/93

  
Elliott Dalitz  
Secretary

DATE: 12/2/93

AUT CORPORATE SEAL:



**In the United States Patent and Trademark Office**

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Applicant: Elizabeth Riker

Title: "Fire Retardant and Method for Preparation"

Serial No.: 5,405,555

Docket No.  
RIK1-C78

**Statement of Ownership Rights - 37 CFR 3.73**

In accordance with the attached original statement from the party at interest, the Assignee of Patent No. 5,405,555, American Uni-Tech, Inc. has ceased doing business as a going concern, and as such has breached its agreement dated October 19, 1985 with Elizabeth Riker. In particular, in Section 11a on page 3 of the subject agreement, American Uni-Tech agreed that the assignment agreement would terminate upon their dissolution. To the best of Ms. Riker's ability to determine, this event has occurred, and as such she now records her reclaimed rights as owner of all the rights in the subject patent.

8/3/99

Date

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