

MUD  
3/6/00

04-07-2000



101309039  
PATENTS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

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

1. Name of conveying party(ies):  
**Franklin S. Briles**  
  
Additional name(s) of conveying party(ies) attached?  
 No  Yes

2. Name and address of receiving party(ies):  
**Allfast Fastening Systems, Inc.**  
  
Internal Address: \_\_\_\_\_

3. Nature of Conveyance  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: Patent License and Sale Agreement  
Execution Date(s): August 31, 1999

Street Address: **15200 E. Don Julian Road**  
City: **City of Industry** State: **California**  
Zip Code: **91745**  
Additional name(s) & address(es) attached?  No  Yes

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)  
5,671,521  
5,680,690  
Additional numbers attached?  No

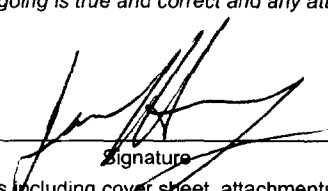
5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: **Blakely, Sokoloff, Taylor & Zafman LLP**  
Internal Address: \_\_\_\_\_  
Street Address: **12400 Wilshire Boulevard, 7<sup>th</sup> Floor**  
City: **Los Angeles** State: **California** Zip: **90025**

6. Total number of applications and patents involved:  2  
  
7. Total Fee (37 CFR 3.41).....\$80.00  
 Enclosed  
 Authorized to be charged to deposit account  
  
8. Deposit Account Number:  
**02-2666**  
(Attach duplicate copy of this page if paying by deposit account)

04/06/2000  
01 FC:581

DCRATES 00000130 0071021

DO NOT USE THIS SPACE

9. Statement and signature.  
*To the best of my knowledge and believe, the foregoing is true and correct and any attached copy is a true copy of the original document*  
  
**James Henry, Reg. No. 41,064**  
Name of Person Signing  Signature **2/29/00** Date  
Total number of pages including cover sheet, attachments, and document:  8

Mail documents to be recorded with required cover sheet information to:  
Box Assignments, Commissioner of Patents and Trademarks  
Washington, D.C. 20231

Atty Docket No. 003471.P014/P016

## PATENT LICENSE AND SALE AGREEMENT

This Patent License and Sale Agreement ("Agreement") is entered into effective as of the date set forth in Paragraph 20 below ("Effective Date"), by and between ALLFAST FASTENING SYSTEMS, INC., a California corporation (hereinafter referred to as "Licensee") and FRANKLIN S. BRILES hereinafter referred to as "Licensor").

### RECITALS

WHEREAS, pursuant to that certain Agreement for Purchase and Sale of Assets ("Asset Purchase Agreement") dated as of the date hereof, between Licensor, Licensee and others, Licensee is purchasing the business of Briles Rivet Corporation in an asset transaction;

WHEREAS, in addition to the patents and patent applications sold pursuant to the Asset Purchase Agreement, Licensor is the owner of the Briles Patents, as defined below in Paragraph 1.1;

WHEREAS, Licensor and Licensee desire to provide Licensee with an exclusive license of, and an option to purchase the Briles Patents, on the terms hereinafter set forth; and

WHEREAS, pursuant to the Asset Purchase Agreement, Licensee has prepaid  
a non-refundable minimum royalty under this Agreement;

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Definitions. For the purposes of this Agreement:

1.1 The term "Briles Patents" shall mean either or both of the following U.S. utility patents so long as such patent is in force and has not been declared wholly or partially invalid or unenforceable by a final decision of a court of competent jurisdiction; and shall include any reissue, continuation and any improvement by Licensor during the Term hereof:

U.S. Patent No. 5,671,521 entitled "Rivet Clamp-Up Deformation"

U.S. Patent No. 5,680,690 entitled "Coated Rivet and Deformation Thereof"

2. License Grant. Licensor hereby grants to Licensee the exclusive, world-wide right and license under the Briles Patents.

3. Term. The term of this Agreement shall commence on the effective date of this Agreement and continue for a period of five (5) years thereafter.

9. Option to Purchase. Licensor hereby grants to Licensee an option to purchase the Briles Patents, exercisable in writing at any time after December 31, 2003, for the sum of payable, in cash, upon exercise. This option shall expire six months following the end of the Term hereof if Licensee has not given notice of exercise prior to that date. Notice of exercise may be in any form sufficient to provide notice to Licensor of Licensee's desire to exercise. Licensor then shall execute forthwith a form of Assignment, recordable in the U.S. Patent and Trademark Office in such form as may reasonably be presented by Licensee, together with such additional instruments and documents as Licensee may reasonably require.

16. Governing Law. This Agreement shall be governed by the laws of the State of California and the United States of America.


18. Entire Agreement. This Agreement and the Asset Purchase Agreement shall constitute the entire agreement between the parties pertaining to the licensing of the Briles Patents and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties, whether oral or written, on the same subject matter. There are no other representations, warranties, undertakings or conditions, express or implied, except as set forth in this Agreement or the Asset Purchase Agreement. In the event of any conflict between the Asset Purchase Agreement and this Agreement with respect to the Briles Patents, the terms of this Agreement shall prevail.

19. Recordation. Licensee may record in the U.S. Patent and Trademark Office this Agreement, a redacted version thereof, or a separate document reflecting Licensee's interest in the Briles Patents under this Agreement, and Licensor shall at Licensor's expense take all action and execute all further documents reasonably requested by Licensee in connection therewith.

20. Effective Date. This Agreement shall become operative only upon the closing of the Asset Purchase Agreement on or before August 31, 1999.

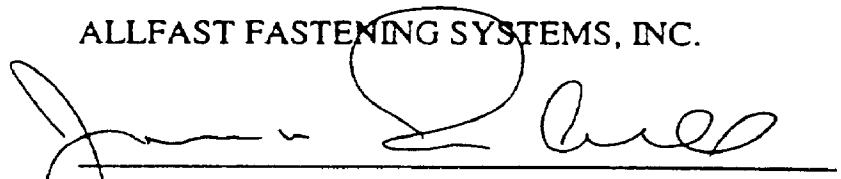
IN WITNESS WHEREOF, the parties have executed this Agreement, effective for all purposes as of the Effective Date.

FRANKLIN S. BRILES



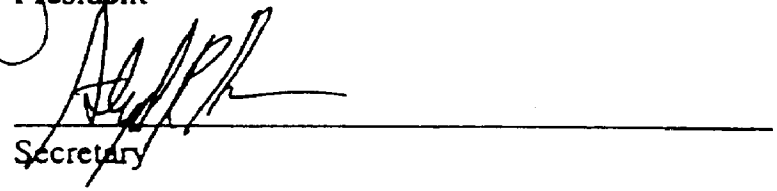
A handwritten signature in cursive script, appearing to read 'Franklin S. Briles', is written over a horizontal line.

ALLFAST FASTENING SYSTEMS, INC.



A handwritten signature in cursive script is written over a horizontal line. The signature is partially obscured by a large circular mark.

President



A handwritten signature in cursive script is written over a horizontal line.

Secretary