



101413451

Tab settings → → → ▾ *W. Hood* ▾

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

1. Name of conveying party(ies):  
**David Lafforthun**  
**1383 West Galway Road**  
**Galway, NY 12074**

Additional names(s) of conveying party(ies)  Yes  No

2. Name and address of receiving party(ies):

Name: **United Bat Control, LLC**

Internal Address: \_\_\_\_\_

Street Address: **13026 N. Cavecreek Road, Suite 102**

City: **Phoenix** State: **AZ** ZIP: **85022**

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

3. Nature of conveyance:

Assignment  Merger

Security Agreement  Change of Name

Other **License**

Execution Date: **June** \_\_\_\_, 2000

4. Application number(s) or registration numbers(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) \_\_\_\_\_

Additional numbers attached?  Yes  No

6. Total number of applications and patents involved: **1**

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

Enclosed - Any excess or insufficiency should be credited or debited to deposit account

Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**08-1935**

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

Name: **Robert E. Heslin, Esq.**

Internal Address: \_\_\_\_\_

Street Address: **5 Columbia Circle**

City: **Albany** State: **NY** ZIP: **12203**

07/24/2000 ASCOTT 00000074 4757638  
01 FC:581 40.00 OP

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.*

**Robert E. Heslin, Esq.** *Robert E. Heslin* **June 19, 2000**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **1**

# LICENSING AGREEMENT

THIS LICENSING AGREEMENT, effective June 14, 2000, is entered into by United Bat Control, LLC of Scottsdale, Arizona (herein called "LICENSEE") and David W. Lafforthun of Galway, NY (herein called "LICENSOR").

## **I. Recitals**

WHEREAS LICENSOR represents that it has certain patents pertaining to the trapping and containment of bats in respect to which it is prepared to grant an exclusive license to LICENSEE; and

WHEREAS LICENSEE wishes to acquire an exclusive license under selected patents of LICENSOR for purposes of his bat control business.

NOW, therefore, in consideration of the premises, the agreements, herein contained, it is agreed as follows:

## **II. Definitions**

As used herein, the following terms shall have the meanings set forth below:

2.00 PATENT or PATENTS means the following listed patent:

### **Letters Patent**

U.S. Patent No. 4,757,638

2.01 IMPROVEMENT or IMPROVEMENTS means any patented modification, by LICENSOR or LICENSEE, of a device, method, or product described in a

PATENT provided such a modification, if unlicensed, would infringe one or more claims of issued PATENTS.

2.02 LICENSED PRODUCTS means any and all products which are covered by or are produced using a process or method covered by a claim of a PATENT or IMPROVEMENT.

2.03 EFFECTIVE DATE shall be June 14, 2000.

2.04 LOAN DOCUMENTS means the agreement for the sale of LICENSOR'S business and business name to LICENSEE including the Promissory Note in the amount of \$24,372.18 (NOTE) dated herewith, any other Promissory Note, Security Agreement, Guarantee, and any other document in connection with the sale hereof and thereof, entered into on the same day as this LICENSING AGREEMENT.

### **III. License Grant**

3.00 LICENSOR hereby grants to LICENSEE a license under PATENTS and IMPROVEMENTS to make, use and sell LICENSED PRODUCTS.

3.01 The license granted pursuant to paragraph 3.00 hereof shall be exclusive, with the right to grant sublicenses.

### **IV. License Fees**

4.00 LICENSEE shall as a license fee, pay to LICENSOR, the monetary amounts as agreed to in the NOTE.

### **V. Disclaimer of Warranties and Representations**

- (i) A warranty or representation by LICENSOR as to the validity or scope of any PATENT; or
- (ii) A warranty or representation that anything made, used, sold, or otherwise disposed of under any license granted in this LICENSING AGREEMENT is or will be free from infringement of patents of third parties; or
- (iii) A requirement that LICENSOR shall file any patent application, secure any patent, or maintain any patent in force; or
- (iv) An obligation to bring or prosecute actions or suits against third parties for infringement (except to the extent and in the circumstances stated in Article VIII); or
- (v) An obligation to furnish any manufacturing or technical information; or
- (vi) Granting by implication, estoppel, or otherwise, any licenses or rights under patents of LICENSOR other than PATENTS, regardless of whether such other patents are dominant of or subordinate to any PATENT.

5.01 LICENSOR makes no representations, extends no warranties of any kind, either express or implied, and assumes no responsibilities whatever with respect to use, sale, or other disposition by LICENSEE or its 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.

5.02 LICENSEE hereby indemnifies LICENSOR and undertakes to defend, at its sole cost and expense, and hold LICENSOR harmless from any claims, suits, liability, expense, loss and damage (including reasonable attorneys' fees) arising (i) out of use by LICENSEE, its sublicensees, or its 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, or (iii) out of any other alleged action by LICENSEE, its sublicensees, or its transferees of products made by use of such inventions or information.

## **VI. Patent Maintenance**

6.00 LICENSEE shall pay any maintenance fees due to the United States Patent and Trademark Office for the PATENT by the due date as set forth in 35 U.S.C. 41 and shall notify LICENSOR within ten (10) days thereof. If LICENSEE does not pay such maintenance fees by the due date, LICENSOR shall have the right to terminate this LICENSING AGREEMENT under § 7.01 of this LICENSING AGREEMENT and LICENSOR shall have the right to pay such maintenance fees within the six (6) month grace period following the due date.

## **VII. Termination**

7.00 This LICENSING AGREEMENT shall terminate upon the expiration of the last to expire of the PATENTS and IMPROVEMENTS included herein, unless this LICENSING AGREEMENT is sooner terminated.

7.01 If LICENSEE shall be in default of any obligation hereunder or under any LOAN DOCUMENT, or become insolvent, or make an assignment for the benefit of creditors, or be placed in the hands of a receiver, LICENSOR may terminate this LICENSING AGREEMENT by giving ten (10) days written notice to LICENSEE, by hand delivery, registered or certified mail, return-receipt requested, or by overnight delivery to the address set forth below, specifying the basis for termination.

7.02 The word “termination” and cognate words such as “term” and “terminate” used in this Article VII and elsewhere in this LICENSING AGREEMENT are to be read, except where the contrary is specifically indicated, as omitting from their effect the following rights and obligations, all of which survive any termination to the degree necessary to permit their complete fulfillment or discharge:

- (a) LICENSOR’S right to receive or recover and LICENSEE’S obligation to pay LICENSE FEES accrued or accruable for payment at the time of any termination.
- (b) Any cause of action or claim of LICENSOR accrued or to accrue, because of any breach or default by LICENSEE.
- (c) The disclaimer of warranties and representations of Article V.

7.03 In the event of a termination under this article, LICENSEE shall grant to LICENSOR an assignment of the right to make, use, and sell any IMPROVEMENTS owned by LICENSEE.

7.04 LICENSEE shall notify LICENSOR at least 120 days prior to LICENSEE’S filing of a bankruptcy petition under Chapter 7 or Chapter 11 of the Bankruptcy Code.

### **VIII. Litigation**

8.00 LICENSEE shall notify LICENSOR in writing of any suspected infringements(s) of the PATENTS and IMPROVEMENTS and shall inform LICENSOR of any evidence of infringement(s).

8.01 LICENSEE shall institute suit for any infringements(s). If necessary, LICENSOR agrees to join as a party plaintiff in any such lawsuit initiated by LICENSEE with

all costs, attorney fees and expenses to be paid by LICENSEE.

8.02 LICENSEE shall be entitled to any recovery of damages resulting from a lawsuit brought by it pursuant to paragraph 8.01. LICENSOR shall be entitled to recovery of damages resulting from any lawsuit in which LICENSOR is a party.

8.03 LICENSEE may not settle with an infringer without the prior approval of the LICENSOR if such settlement would affect the rights of LICENSOR under the PATENTS and IMPROVEMENTS.

**IX. Severability**

9.00 The parties agree that if any part, term or provision of this LICENSING AGREEMENT shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

9.01 In the event the legality of any provision of this LICENSING AGREEMENT is brought into question because of a decision by a court of competent jurisdiction, LICENSOR, by written notice to LICENSEE, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.

**X. Waiver, Integration, Alteration**

10.00 The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.

10.01 This LICENSING AGREEMENT represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning PATENTS and IMPROVEMENTS.

10.02 A provision of this LICENSING AGREEMENT may be altered only by a writing signed by both parties, except as provided in paragraphs 8.00 and 8.01, above.

**XI. Marking**

11.00 LICENSEE shall place in a conspicuous location on LICENSED PRODUCTS, a patent notice in accordance with 35 U.S.C. §287. LICENSEE agrees to mark any products made using a process covered by any PATENT or IMPROVEMENT with the number of each such patent and, with respect to such PATENTS and IMPROVEMENTS, to respond to any request for disclosure under 35 U.S.C. §287(b)(4)(B) by only notifying LICENSOR of the request for disclosure.

**XII. Applicable Law**

12.00 This LICENSING AGREEMENT shall be construed in accordance with the substantive laws of the State of New York of the United States of America.

**XIII. Notices Under the Agreement**

13.00 For the purpose of all written communications and notices between the parties, their addresses shall be:

**LICENSOR:** David W. Lafforthun  
P.O. Box 174  
Galway, New York 12074

**AND**

**LICENSEE:** United Bat Control LLC  
13026 N. Cave Creek Rd.  
Suite 101  
Phoenix, AZ 85022

or any other addresses of which either party shall notify the other party in writing.



IN WITNESS WHEREOF the parties have caused this LICENSING AGREEMENT to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth.

**LICENSEE**

United Bat Control, LLC

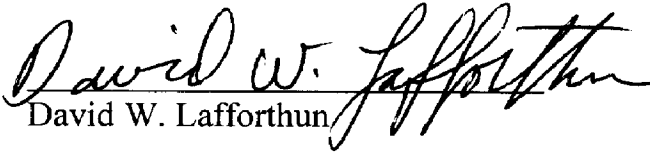


Theodore A. Lafforthun, Jr.

June 14, 2000

Date

**LICENSOR**



David W. Lafforthun

June 14, 2000

Date

7ZIPLoans:\2537LicenseAgree-No.4,757,638  
File NO. 2537