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101511085

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WEP 10-23-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New
☐ Resubmission (Non-Recordation)
Document ID#
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment ☐ Security Agreement
☒ License ☐ Change of Name
☐ Merger ☐ Other
U.S. Government
(For Use ONLY by U.S. Government Agencies)
☐ Departmental File ☐ Secret File

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached
Execution Date
Month Day Year
01 21 94

Name (line 1)

Name (line 2)

Second Party

Name (line 1)

Name (line 2)

Receiving Party

☐ Mark if additional names of receiving parties attached
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Name (line 1)

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Address (line 3)
City State/Country Zip Code

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

FOR OFFICE USE ONLY

Correspondent Name and Address

Area Code and Telephone Number **216-241-4150**

Name **Kenneth L. Mitchell**

Address (line 1) **Woodling, Krost and Rust**

Address (line 2) **1801 East Ninth St., Suite 1520**

Address (line 3) **Cleveland, Ohio 44114**

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

5+

Application Number(s) or Patent Number(s)

☐ Mark if additional numbers attached

Enter either the Patent Application Number or the Patent Number (DO NOT ENTER BOTH numbers for the same property).

Patent Application Number(s)

Patent Number(s)

4651431	5842281	
4782596		
5471754		

If this document is being filed together with a new Patent Application, enter the date the patent application was signed by the first named executing inventor.

Month Day Year

Patent Cooperation Treaty (PCT)

Enter PCT application number
only if a U.S. Application Number
has not been assigned.

PCT		PCT		PCT	
PCT		PCT		PCT	

Number of Properties

Enter the total number of properties involved.

4

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$ **\$160.00**

Method of Payment:
Deposit Account

Enclosed ☒ Deposit Account ☐

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

23-3060

Authorization to charge additional fees:

Yes ☒ No ☐

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. Charges to deposit account are authorized, as indicated herein.

Kenneth L. Mitchell

Name of Person Signing

Kenneth L. Mitchell
Signature

10/18/00
Date

LICENSE AGREEMENT

This Agreement is effective January 21, 1994, between James A. Mieling, 1030 Viking Court, Batavia, Illinois 60510 (herein "MIELING"), and NORKAR Technologies, Inc. of 120 West Oak Street, Chicago, Illinois 60610 (hereinafter "NORKAR").

RECITALS

1. MIELING is the sole owner and has all right, title, and interest in a wheel aligning method and apparatus system identified by Patent Number 4,782,596, dated November 8, 1988 (trade name "Y") and MIELING further possesses the technical knowledge required and needed in the manufacture, installation, application, and use of said wheel aligning method and apparatus system;

2. It is the desire of NORKAR to obtain by this license the right to use all patent rights of MIELING and his technical knowledge to exclusively manufacture, install and sell said wheel aligning method and apparatus world wide; and,

3. MIELING desires to license to NORKAR all his rights to manufacture, install, and sell his patented wheel alignment system to NORKAR and to provide technical knowledge to NORKAR, all on the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the agreements and covenants contained herein, the parties agree and undertake the following:

1. DEFINITIONS

The following terms shall have the following definitions for the purposes of this Agreement:

a. "LICENSED PRODUCT" shall mean a wheel aligning method and apparatus all as described in United States Patent Number 4,782,596, dated November 8, 1988 and all developments, enhancements and improvements thereto, in the event that a development, enhancement, or improvement is or may be made. The wheel aligning method and apparatus is described as follows:

A wheel aligning device and a method of using it, which includes a rigid member having a centrally disposed large rearwardly extending hub for attachment to a vehicle strut assembly and a base block pivotally mounted in an off-set manner to the plate for height adjustment purposes. In order to mount a camber adjustment gauge to the device, a small forwardly projecting hub disposed within the well of the larger hub, includes a front wall for supporting a camber gauge, so that a gauge zeroing operation can be eliminated. Color coding indicia on the base block provides ready identification as to the height adjustment setting. Wave washers are provided at the pivotal connection of the base block to facilitate the adjustment thereof.

b. "TECHNICAL KNOWLEDGE" shall mean the knowledge of MIELING relating to the sales, marketing, customer and distributor support, manufacture, installation and application of the LICENSED PRODUCT. Said TECHNICAL KNOWLEDGE may be oral or in written or electronic forms and shall include all procedures and instructions to accomplish said sales, marketing, customer and distributor support, manufacture, installation and application of the LICENSED PRODUCT.

2. GRANT AND TERM

MIELING grants NORKAR an exclusive license to manufacture, use and sell the LICENSED PRODUCT, world wide, and the right to use MIELING'S TECHNICAL KNOWLEDGE for these purposes. The term of this

Agreement shall commence on the date hereof and continue until the date of the expiration of the patent for the LICENSED PRODUCT and any renewals, extensions or modifications thereof.

3. ASSISTANCE

MIELING agrees to assist, at the request of NORKAR, in the sales, marketing, customer and distributor support, manufacture and installation of the LICENSED PRODUCT. Such assistance will be as required during the term of this Agreement and NORKAR will pay MIELING all travel and incidental costs incurred by MIELING in performing the services required by MIELING by this Agreement. All costs incurred by MIELING are payable within 30 days after receipt by NORKAR of an invoice for such costs.

4. RECORDS

NORKAR shall keep accurate records and books of account showing the quantities and selling prices of the LICENSED PRODUCT. MIELING shall be given access to such records and books at all reasonable times. NORKAR shall render quarterly written reports to MIELING, the 15th day of the quarter beginning after the date of this Agreement, stating in each such report the quantities and gross selling prices of all LICENSED PRODUCTS sold by NORKAR during the preceding three (3) calendar months. Each such report shall be accompanied by remittance in full covering the royalties shown thereby to be due MIELING. The LICENSED PRODUCT shall be considered sold when NORKAR is paid. Royalties paid on the LICENSED PRODUCT that are returned by customers may be credited against future royalty payments, provided royalties are paid on any such returned LICENSED PRODUCT that is later sold. No royalties need be paid on a LICENSED PRODUCT furnished to customers without charge to replace returned LICENSED PRODUCTS on which royalties had previously been paid, provided no credit is taken against royalty payments for such returned LICENSED PRODUCT.

5. FEES

NORKAR agrees to pay MIELING, in consideration of the rights granted under this license, a fee of seven percent (7%) of the gross sales price received by NORKAR for the sale of the LICENSED PRODUCT.

Also, as part of this Agreement, NORKAR and MIELING agree to collaborate on the development of enhancements and improvements to the LICENSED PRODUCT. The rights to manufacture and sell the enhanced and improved LICENSED PRODUCT will be exclusively with NORKAR even if outside expenses are incurred by either party in the development of said enhancement and improvement. It is also understood that the confidentiality of said LICENSED PRODUCT and its enhancement and improvement will be maintained by both parties as outlined in Section 9 of this Agreement. Also, any "required assistance" by either party will be governed by the same guidelines listed in Section 3 of this Agreement. Time period for the development of the enhancement and improvements is yet to be determined, however, it is generally understood that it should occur during the term of this Agreement.

6. INFRINGEMENT

In the event that any infringement of the LICENSED PRODUCT patent comes to the attention of either party, such party shall promptly notify the other party of the infringement. Thereupon, the parties shall consult with a view to reaching agreement as to ways and means of eliminating the infringement. If either party desires to litigate the infringement and the other party refuses to do so or refuses to bear one-half of the cost thereof in return for one-half of the recovery, the party desiring litigation may at its sole discretion, and at its sole cost and expense, bring suit to restrain such infringement, may join the refusing party as a party plaintiff in such suit, and shall be entitled to receive and retain for its own use and benefit any recovery awarded in such suit.

7. INDEMNIFICATION

In the event that any claim, action, or proceeding is brought against MIELING and such is based upon injury to individuals or property attributable to the omission of any safety features and warnings required by the law or laws of the jurisdiction in which such injury occurred, then NORKAR shall indemnify and hold MIELING harmless from and against any loss, liability, cost, damage or expense whatsoever (including reasonable attorney's fees) incident to such claim, action or proceeding against MIELING provided, however, that such claim, action or proceeding arises out of the LICENSED PRODUCT manufactured by NORKAR or out of the sale, use or installation of the LICENSED PRODUCT manufactured by NORKAR and not out of parts (including replacements parts) for the LICENSED PRODUCT supplied by MIELING to NORKAR.

8. WARRANTIES OF MIELING

8.1 **SOLE OWNER.** MIELING represents and warrants that he is the sole owner of the entire right, title and interest in and to the patent rights in the LICENSED PRODUCT, that he has the sole right to grant licenses under said patent rights, that he has the right to enter into this Agreement, and that there are no outstanding licenses, obligations, or agreements, either written, oral or implied, inconsistent with this Agreement.

8.2 **PATENT APPLICATION.** MIELING agrees to pay all costs of filing and prosecuting any subsequent patent application for the development, modification, enhancement or improvement of the LICENSED PRODUCT and MIELING shall be the sole owner of all such subsequent patents which shall be subject to this Agreement.

9. OBLIGATION OF NORKAR

9.1 **CONFIDENTIALITY.** NORKAR agrees that all reproduced planning sheets, drawings, specifications, notes and other information received by it from MIELING, and all copies of any of the foregoing which MIELING considers highly confidential shall continue to be held in strict confidence for the exclusive use of NORKAR, and shall not be imparted to others except to the extent necessary to permit NORKAR to manufacture and sell the LICENSED PRODUCT. In the event of such third party participation, a confidentiality agreement will be obtained from all said third parties by NORKAR.

9.2 **MARKING.** NORKAR shall mark or cause to be marked all LICENSED PRODUCTS sold by it under this Agreement with the number of any patent that is applicable thereto and here licensed.

10. RELATIONSHIP OF PARTIES

The relationship between the parties to this Agreement is that of independent contractors. Neither is an agent or employee of the other and neither has any right nor any authority to enter into any contract or undertaking in the name of or for the account of the other, nor to assume or create any obligation of any kind, express or implied, on behalf of the other, nor shall the acts or omissions of either create any liability for the other. Subject to the rights retained or granted to and the obligations undertaken by each party pursuant to this Agreement, NORKAR shall conduct its business at its own initiative, responsibility and expense. NORKAR shall have the right to assign and sublicense any rights which it may have by reason of this Agreement.

11. ENTIRE AGREEMENT

This document contains the entire agreement between MIELING and NORKAR regarding the subject matter. No modification, renewal, extension, waiver or termination (except as expressly provided herein) shall be binding upon either party unless it was made in writing and signed by an authorized officer of the party sought to be bound.

12. NOTICE

All written notices required under this Agreement shall be sent by certified mail to places of business designated by the respective parties. For the purpose of this Agreement, both MIELING and NORKAR addresses are as follows:

James A. Mieling
1030 Viking Court
Batavia, Illinois 60510

NORKAR
120 West Oak St.
Chicago, Illinois 60610

In the event of a change in the address of the place of business of either party while this Agreement is in effect, such party shall promptly notify the other party in writing, and following receipt of such notice, all written notices required under this Agreement shall be directed to the new address.

13. TERMINATION

This Agreement may be terminated only with the written consent of both MIELING and NORKAR.

14. SEVERABILITY

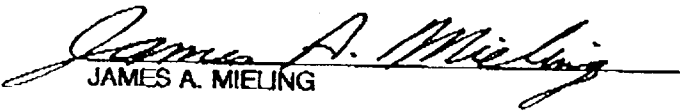
If any provision of this Agreement shall be construed to be illegal or invalid, the legality and the validity of any other provision shall not be affected thereby. Any illegal or invalid provision of this Agreement shall be severable, and all other provisions shall remain in full force and effect.

15. CHOICE OF LAW

This Agreement shall be construed and the legal relations between the parties will be determined in accordance with the laws of the State of Illinois, U.S.A.

IN WITNESS WHEREOF, the parties have caused their signatures to be affixed per the following:

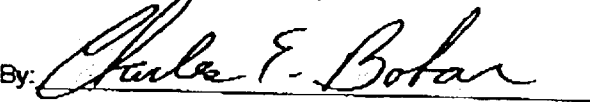
1/21/94
Date


JAMES A. MIELING

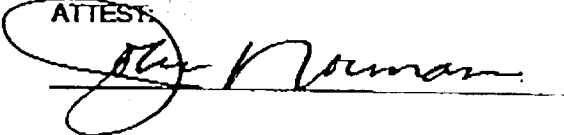
ATTEST:

NORKAR TECHNOLOGIES, INC.

1/21/94
Date

By: 

ATTEST:



AMENDMENT TO LICENSE AGREEMENT

JAMES A. MIELING and NORKAR Technologies, Inc., the parties to the License Agreement dated January 21, 1994, hereby agree to amend said License Agreement dated January 21, 1994 so that the first paragraph of Section 5(FEES), consisting of one sentence, shall read as follows:

NORKAR agrees to pay MIELING in consideration of the rights granted under this license, a fee of seven percent (7%) of the gross sales price, LESS COSTS OF MATERIALS, received by NORKAR for the sale of the LICENSED PRODUCT.

The remainder of Section 5 and the remainder of the License Agreement shall remain the same.

IN WITNESS WHEREOF, the parties have caused their signatures to be affixed per the following:

10/4/96
Date

James A. Mieling
JAMES A. MIELING

ATTEST:

10/4/96
Date

NORKAR TECHNOLOGIES, INC.

By Paul E. Bohm

ATTEST:
