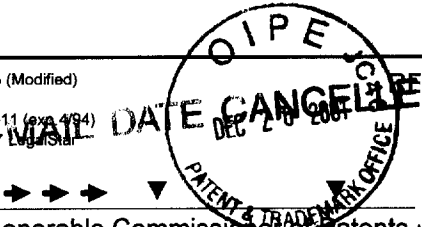


FORM PTO-1595 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp. 4/94)
Copyright 1994-97 U.S. Patent
P08/REV02

01-11-2001



101580453



Tab settings → → → ▼

To the Honorable Commissioner of Patents & Trademarks, U.S. Patent and Trademark Office, Washington, DC 20503. 101580453 Attached original documents or copy thereof.

1. Name of conveying party(ies):

Advance USA, LLC

MED
12.26.00



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

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

Name: Decoma International of America, Inc.

Internal Address: _____

Street Address: 600 Wilshire Drive

City: Troy State: MI ZIP: 48084

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other License Agreement

Execution Date: February 2, 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)

4,910,067

Additional numbers attached? Yes No

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

Name: Robert McBeth

Internal Address: Magna International of America, Inc.

Street Address: 600 Wilshire Drive

City: Troy State: MI ZIP: 48084

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: _____

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.

Jeffrey T. Imai

December 21, 2000

Name of Person Signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 18

LICENSE AGREEMENT

This **AGREEMENT** is made as of the 2nd day of February, 2000 between **Decoma International of America, Inc.**, a corporation organized and existing under the laws of the State of Delaware, having a post office address of 600 Wilshire Drive, Troy, Michigan 48084-1625 (“Decoma”) and **Advance USA, LLC.**, a limited liability company organized and existing under the laws of the State of Delaware, having a post office address of 7 Vista Drive, Old Lyme, CT 06371. (“Advance”). In consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the parties to this Agreement hereby agree with each other as follows:

1 DEFINITIONS.

When used in this Agreement, the following words and terms shall have the meanings indicated below:

1.1 **“Affiliate”** means any Person who directly or indirectly controls, is controlled by or is under direct or indirect common control with such Person and in the case of Decoma shall expressly include, without limitation, Decoma International Inc. and its Affiliates as defined herein;

1.2 **“After Market”** means sales of products to any Person other than an Affiliate and an OEM.

1.3 **“Agreement”** means this agreement and all schedules attached hereto as amended from time to time in accordance with the terms hereof.

1.4 **“Confidential Information”** means all confidential or proprietary information whether or not it is included as part of the Technology;

1.5 **“Independent Improvements”** means Improvements which are patentable or otherwise entitled to protection under intellectual property laws, but do not use the teachings or any part of the STRATA Technology or Advance’s Improvements and relate to Products and processes and tooling therefore;

1.6 **“Improvements”** means any and all inventions, information, designs, processes, techniques, products, developments, alterations, improvements, enhancements and upgrades in or to the STRATA Technology developed, owned or acquired by Advance during the term hereof subsequent to the date of this Agreement, which are related to the claims of one or more of the Licensed Patents but does not include Independent Improvements;

1.7 **“Licensed Patents”** shall mean the patents and patent applications listed in Schedule A, hereto, and any patents issuing therefrom and any divisions, continuations, continuations in part and reissues thereof, and any and all equivalent foreign patent applications and patents granted or issued therefor;

1.8 **“Net Sales”** means the gross revenues and other income from all Products sold by Decoma or its Affiliates which are manufactured by Decoma or its Affiliates or third parties other than Advance in such fiscal year, minus (i) shipping, packaging and insurance costs, (ii) normal sales or volume discounts or allowances, (iii) customer credits and returns, (iv) value added, sales, use or excise taxes, (v) tooling revenues (vi) the income, if any, derived from prototypes or samples and (vii) the cost component attributable to painting performed by Decoma or non-functional components relating thereto;

1.9 **“OEMs”** shall mean original equipment manufacturers of automobiles;

1.10 **“Original Agreement”** means the original letter agreement dated January 27th, 1999 entered into between Advance USA, Inc. and Decoma Exterior Trim Inc. as amended by amending letter agreement dated February 2nd, 2000.

1.11 **“Person”** shall, as the context requires, include any individual, body corporate, partnership, joint venture, association, syndicate, trust or unincorporated organization or any legal representative or combination thereof;

1.12 **“Products”** means any automotive tops, tonneau covers and systems, SUV hard tops, hybrid tops, roof systems and pickup truck cap applications, the manufacture or materials of which are covered by at least one claim of the Licensed Patents;

1.13 **“STRATA Technology”** means all intellectual and industrial property (whether registered, applied for or unregistered), patents, inventions, inventor's rights, copyrights, moral rights, utility models, industrial or other designs, trade secrets, mask works, scientific knowledge, know-how, show-how, processes, procedures, formulae, products, materials, apparatus, methods, customer or supplier requirements, computer and other data, Technical Documentation, plans, records, test results, information, permissions, licenses and approvals and other proprietary or confidential information which are now known, used, developed or owned, including without limitation, the Licensed Patents noted on Schedule “A” attached hereto and the technology noted on Schedule “A-1” attached hereto, relating to sandwich composite processing;

1.14 **“Technology”** means the STRATA Technology, Improvements and Technical Documentation; and

1.15 **“Technical Documentation”** means designs, blueprints, drawings and specifications for materials and processes, quality control and evaluation tests, standards and results, formulae and tests for intermediate products and for finished products, computer programs, samples and all

other business, scientific or technical literature, data, documents or information, whether written, graphic, photographic, computer or machine readable or in a physical form, which relate to the design, development, quality control and manufacture, of Products and production equipment and tooling which are directly relevant to the production of Products.

2 LICENSE GRANT

2.1 Subject to the terms and provisions of this Agreement, and in consideration of the payment by Decoma to Advance of the amount of \$ _____ dollars in United States funds (the receipt and sufficiency of which is hereby acknowledged) (which amount shall be non-refundable except as provided in Section 10.5 hereof), Advance hereby grants to Decoma a sole and exclusive, worldwide, irrevocable right and license to use the Technology, have used, market, import, export and sell Products. Advance agrees that it shall not use the Technology to make, have made, use, have used, market, import, export or sell Products during the period of Decoma's exclusive license herein other than in conjunction with the exercise of its exclusive manufacturing rights under the Original Agreement.

2.2 Decoma may enter into a sub-license agreement for the Technology with any of its Affiliates as a sub-licensee in order to permit such Affiliate to use, have used, market, import, export and sell the Products in accordance with the terms hereof.

2.3 The term of the exclusive license granted herein shall be as set forth in Section 4 (a) of the Original Agreement. Upon the expiry of the term of such exclusive license, the within license shall convert to a non-exclusive license in accordance with the terms of the Original Agreement.

2.4 Advance hereby grants to Decoma a non-exclusive, royalty-free license to use the STRATA trademark or STRATA logos on Products manufactured by or on behalf of Decoma. In connection with such grant, Decoma agrees that it will manufacture Products to a quality level at least equal to that of Products manufactured by Advance. Subject to Decoma's OEM customer requirements, all Products shall bear the STRATA trademark or such other logos as Advance shall from time to time specify; Provided however, that Decoma shall control the placement and size of such trademarks and logos.

2.5 The grant of the within license shall be expanded to include the additional right of Decoma and its Affiliates to use the Technology to make and have made Products upon the loss or expiry of Advance's exclusive manufacturing rights in accordance with the terms of the Original Agreement.

3 PATENTS AND IMPROVEMENTS

3.1 Advance, at its expense, shall apply for, prosecute and maintain the Technology subject to the terms and conditions contained in this Agreement. Upon Decoma's request, Advance will at its own expense apply for, prosecute and maintain any and all new patents relating to the Technology in such jurisdictions as Decoma may reasonably request. Advance shall notify Decoma on a timely basis in the event Advance proposes not to apply for and/or prosecute and/or maintain any patent or patent application forming part of the Technology. Decoma shall then have the right, after consultation with Advance, in the name of and on behalf of Advance to proceed to apply for and/or prosecute and/or maintain any such patent or patent application and may deduct such expenses from any royalties otherwise payable hereunder. If Decoma elects to proceed and pay for any such patents, such patents shall forthwith be assigned by Advance to Decoma without additional payment or royalty. Notwithstanding the foregoing, should Advance decide to maintain any portion of the Technology as a trade secret, Advance's decision shall govern provided that Advance takes all necessary action to maintain such trade secret status and the failure to apply for and/or prosecute and maintain any such patent does not prejudice or adversely affect Decoma's use and enjoyment of the exclusive rights granted herein.

3.2 Any Improvement made, developed or acquired jointly by Advance and Decoma or any of its officers or employees during the term hereof shall jointly belong to Advance and Decoma. Advance shall immediately disclose to Decoma during the term hereof any and all Improvements and Advance Independent Improvements as soon as same become available. Advance shall have the first right to apply for and obtain patent protection on any jointly developed Improvement upon prior notice to and consultation with Decoma, provided that Decoma will hold an undivided joint interest in any resulting patent and patent application. Notwithstanding Decoma's joint ownership in any patent, Decoma shall not have a right to utilize the Technology in any market or field of use other than as specified in this Agreement, provided that such joint Improvements may be commercialized in all other non-automotive markets by either party, to the extent permissible, without the consent of or accounting to the other party.

3.3 Advance hereby extends the license granted herein to Decoma, without additional payment or royalty, to use the Improvements to make, have made, use, have used, market, import, export and sell Products throughout the world, including the right to sub-license such Improvements in accordance with the terms hereof.

3.4 Any Independent Improvement made, developed or acquired by Decoma or any of its officers, employees or Affiliates shall belong to Decoma. Advance may have the right to license such Independent Improvements from Decoma on a non-exclusive basis at royalty rates to be agreed upon with Decoma.

3.5 To the extent that Decoma does not already have all of the STRATA Technology and/or Technical Documentation in its possession, Advance shall make available to Decoma all STRATA Technology and Technical Documentation in accordance with the terms of the Original Agreement.

4 ROYALTIES AND OTHER PAYMENTS

4.1 Commencing from the date of commencement of commercial production of Products by or for Decoma other than by Advance and for a period of ten (10) years thereafter, Decoma will pay to Advance royalties in accordance with the rates set out in Schedule "B" hereto on those Products, if any, which are manufactured by or for Decoma by parties other than Advance. In no event shall the royalties provided for herein be payable in respect of Products which are manufactured by Advance pursuant to Advance's exclusive rights of manufacture under the Original Agreement or for which the applicable Licensed Patent has expired or been declared invalid by a duly constituted court or regulatory authority.

4.2 The annual royalty payments shall be payable to Advance within thirty (30) days of the end of each applicable fiscal quarter of Decoma. Such payments, if any, shall be made based upon the good faith estimate of Decoma as to the amount of royalties, if any, payable in respect of such preceding quarter.

5 STATEMENTS AND RECORDS

5.1 Within one hundred and twenty (120) days of the end of each fiscal year in which royalty payments have been made by Decoma hereunder, if any, Decoma shall furnish Advance with a complete and accurate statement of the Net Sales of applicable Products by Decoma or its Affiliates during each such fiscal year on a quarter by quarter basis in sufficient detail to permit verification of the calculation of the royalty payments for such fiscal quarter(s) and of the deductions made from gross revenues in respect of such fiscal year. Such statement shall include:

- (a) the quantity of the Products sold in such fiscal year on a quarter by quarter basis by Decoma or an Affiliate,
- (b) a summary of all deductions from gross revenues and other income made in order to determine Net Sales of Products, if applicable,
- (c) the calculated royalty, on both a quarter by quarter and an aggregate fiscal year basis, and
- (d) a description of any amounts withheld as permitted by this Agreement and the reason(s) therefore,

and shall be certified as correct by a financial officer of Decoma. To the extent such statement indicates that amounts payable pursuant to Section 4.2 were greater than or less than the actual aggregate amount of royalties payable in respect of such fiscal year, then the following provisions shall apply. Any amounts paid by Decoma in excess of such aggregate amount shall, at Decoma's option, be credited against future royalties payable hereunder or, paid forthwith by Advance to Decoma. Any shortfall in respect of royalty payments owed by Decoma to Advance in respect of such year shall be forthwith paid by Decoma to Advance.

5.2 Decoma shall keep full, accurate and complete records and books of account relating to the gross revenues and other income, deductions and Net Sales of Products in order to make an accurate determination of the royalty payments to be made under this Agreement. All records and books of account of Decoma necessary for the determination of such royalty payments shall be available at all reasonable times during business hours during the term hereof, and for a period of one (1) year thereafter, for inspection and audit by duly authorized independent chartered accountants or other authorized representatives designated by Advance not more than one time in respect of any given fiscal year to which an annual royalty payment relates, solely for the purpose of ascertaining the accuracy of the royalty payments. Such representatives shall be entitled to take extracts therefrom, make copies thereof and report on the same to Advance. All such information shall be retained by Advance and any such third parties in strict confidence and shall not be disclosed to a third party without Decoma's prior written consent. The costs and expenses for any inspection and audit shall be borne by Advance provided that no error in Advance's favour of greater than _____ percent (%) in the amount of the royalty paid or payable to Advance shall be revealed by the inspection and audit, in which case such reasonable costs and expenses shall be borne by Decoma.

6 TIMES AND CURRENCY OF PAYMENTS

6.1 Payments accrued at the close of each quarter or year, as applicable, shall be due and payable as aforesaid at Advance's place of business and shall be paid in United States dollars.

6.2 In the case of sales of Products transacted in foreign currency, such foreign currency shall be converted into equivalent United States dollars at the exchange rate of such currency as published in the Wall Street Journal for the last business day of the applicable fiscal quarter to which such sales relate.

6.3 Decoma may deduct and make appropriate payments to the taxing authorities having jurisdiction for any withholding taxes validly imposed by such taxing authorities, but only for those withholding taxes in respect of which no prior clearance or waiver from such withholding tax has been obtained from such taxing authorities. Decoma shall promptly provide Advance with an official tax withholding receipt for any such withholding taxes paid by Decoma.

7 WARRANTIES

7.1 Advance represents, warrants and covenants to Decoma as of the date of this Agreement, that:

- (a) To the best of Advance's knowledge, information and belief, the Patents are valid and enforceable and Schedule "A" attached contains a full and complete listing of all patents and patent applications relating to the STRATA Technology;
- (b) Subject to the joint interest of General Electric Company in United States patent no.4,910,067, Advance is the sole and exclusive owner of the entire right, title and interest in and to the STRATA Technology;
- (c) Advance has made and maintained and will maintain and defend all necessary filings and registrations necessary to maintain ownership of the STRATA Technology and Improvements in the United States;
- (d) Advance has the full power and authority to enter into this Agreement and grant the within license to the STRATA Technology in the manner provided for in this Agreement;
- (e) to the best of Advance's information, knowledge and belief, the use and enjoyment by Decoma of the STRATA Technology will not infringe on the intellectual property rights of any third party;
- (f) Except as expressly disclosed on Schedule "C", Advance has not granted any rights in the STRATA Technology to any third party which would in any way derogate from or impair the full use and enjoyment by Decoma of the license rights granted to it hereunder.

7.2 Decoma represents, warrants and covenants to Advance as of the date of this Agreement, that:

- (a) Decoma has the full power and authority to enter into this Agreement.

8 INDEMNITY

8.1 Advance agrees to defend, protect, indemnify and save Decoma harmless from and against all actions, suits, claims and proceedings and from all costs, losses, fines, damages and expenses arising by reason of any breach by Advance of its obligations under this Agreement, including without limitation, any breach of the representations, warranties and covenants contained in Section 7.1 above. Advance's maximum liability under this Section 8.1 shall be

limited to an amount equal to the sum of _____ dollars plus _____ percent of the aggregate of all license fees and manufacturing revenues received by Advance from Decoma, subject to an aggregate cap of _____ dollars.

8.2 Decoma agrees to defend, protect, indemnify and save Advance harmless from and against all suits or claims and from all costs, damages and expenses arising by reason of any breach of the representations, warranties and covenants contained in Section 7.2 above.

9 TERMINATION

9.1 This Agreement may be terminated by either party by providing sixty (60) days' written notice to the other party (the "Termination Notice"), in the event such other party:

- (a) files a petition, proposal, assignment, arrangement or other application or request for reorganization, rearrangement or winding up under the provisions of any applicable bankruptcy or insolvency laws, or is declared bankrupt or has any of the foregoing matters filed against it and has failed to contest such filing within the applicable period provided at law;
- (b) liquidates its assets or sells all or substantially all of its assets to an entity other than an Affiliate during the period of time equal to the shorter of the period of time during which Advance has exclusive manufacturing rights under Section 3 (a) of the Original Agreement; or thirty (30) months from the date of execution hereof;
- (c) has a trustee or receiver appointed for all or substantially all of its business; or
- (d) ceases to carry on business in the ordinary course for a period in excess of one hundred and twenty (120) days.

9.2 If a party is in default of any material obligations under this Agreement, the non-defaulting party may, at its option, give the defaulting party written notice specifying the default in reasonable detail and requesting the default be cured within thirty (30) business days (the "Default Notice"). In the event that the defaulting party has not cured or taken steps to commence to cure such default within such thirty (30) business day time period, the non-defaulting party may, at its option, immediately terminate this Agreement by delivering a written notice of termination to the defaulting party (the "Termination Notice"), provided, however, such Termination Notice must be given within sixty (60) business days of the Default Notice.

9.3 Any termination hereunder shall be without prejudice to any other rights, remedy or relief vested in or to which a party may otherwise be entitled against the other party. The foregoing remedy shall not exclude any other remedies which a party may have at law or in equity by reason of the default, breach or non-observance by the other party of any provisions hereof.

10 INFRINGEMENT

10.1 Decoma shall notify Advance in writing immediately upon becoming aware of any infringement, potential infringement or unauthorized use of the Technology by any Person. Decoma's notice shall describe in reasonable detail all facts and circumstances relating to such infringement.

10.2 If, as a result of exploiting the Technology, Decoma, an Affiliate or a customer is threatened or a proceeding commenced for infringement of any patent or other intellectual property right by reason of the manufacture, sale or use of Product by Decoma, an Affiliate or customer or if payment of license fees and/or damages are demanded from Decoma, an Affiliate or a customer, Decoma shall notify Advance immediately upon becoming aware of such threat or proceeding.

10.3 Advance shall have the lesser of the time period designated for a response by the applicable legal process as extended if applicable or ninety (90) days from receipt of the written notice from Decoma provided for in Sections 10.1 and 10.2 within which to commence appropriate proceedings against the alleged infringer or unauthorized user, or to commence defence of such threat or proceeding as the case may be. The benefits of any proceedings commenced by Advance shall accrue to Advance. Advance shall have no obligation whatsoever to commence such proceedings and shall at all times retain the right to settle such proceedings in its sole discretion following consultation with Decoma.

10.4 If Advance elects not to commence proceedings as aforesaid, it shall notify Decoma not less than ten (10) business days prior to the expiry of the applicable response period of such election. In such event, Decoma shall have the right to commence or defend appropriate proceedings and Decoma shall prosecute such proceedings diligently. Decoma shall keep Advance fully informed regarding the status of any such proceedings, or negotiations in relation thereto, and may settle or compromise such proceedings without the prior written consent of Advance. The benefits of any proceedings commenced by Decoma shall be credited against, and the costs of any such proceedings shall be deducted from royalties payable hereunder.

10.5 If a third party infringement claim is successful in that Decoma or any Affiliate or customer are ordered to discontinue their use of the Licensed Patents or any part of the Technology, then Decoma may, in addition to any other rights provided for herein, terminate this Agreement forthwith by written notice to Advance. In such event, Advance shall pay to Decoma an amount, in United States dollars, equal to the product obtained when the fraction, the numerator of which is equal to thirty (30) minus the number of complete months which have elapsed subsequent to the date of execution hereof and the denominator of which is thirty (30) is multiplied against the amount of _____ dollars. If Decoma or its Affiliates or customers, as applicable, are only ordered to make payments to the

aggrieved party who's rights have been held to be infringed, then in such event, Decoma shall have the right to deduct payments so required from any and all payments to be made to Advance herein and to credit any such amounts against future payments, as and when due. If such payments so required are in excess of the royalties payable by Decoma to Advance hereunder, with the effect that Decoma or its Affiliates or customers, as applicable are required to make payments to such aggrieved party in excess of any such set off amounts, then Decoma may at its option terminate this Agreement immediately.

10.6 Advance and Decoma shall fully co-operate and provide such assistance as may be reasonably required by either party to pursue any third Person for infringement or unauthorized use, including the execution of documents and the provision of written or oral evidence.

11 CONFIDENTIALITY

11.1 **Decoma Confidentiality.** Decoma (i) shall not directly or indirectly, disclose, instruct, teach or divulge any of the Technology or Confidential Information to anyone other than its Affiliates and its employees, suppliers (who, after disclosure of their identity by Decoma and at Advance's request, have signed confidentiality agreements binding them to keep the Technology and the Confidential Information confidential) and customers who need to know such Technology or Confidential Information (provided that with respect to disclosures to Decoma's customers, Decoma takes such precautions to preserve the confidentiality of the Technology and Confidential Information as it takes to protect its own Confidential Information), and in all instances only after such parties have been advised of the confidential nature of such information, (ii) shall use its reasonable commercial efforts to safeguard the rights granted under this Agreement, including the taking of such steps as may be reasonably available to prevent the infringement of those rights by third parties, and (iii) shall use its best efforts to preserve the confidentiality of such information while in its possession.

11.2 **Advance Confidentiality.** Advance shall not, directly or indirectly, disclose or divulge any Confidential Information belonging to Decoma other than in accordance with the provisions of this Agreement.

11.3 **Exceptions.** The confidentiality requirement described in Sections 11.1 and 11.2 above shall not apply to information which (i) was previously known to the receiving party prior to receipt, (ii) was previously in the public domain or comes into the public domain through no act or fault of the receiving party, (iii) was received from the disclosing party without confidentiality restriction, (iv) was developed independently or acquired by Advance or Decoma without reference to the Confidential Information of the other party, (v) was received from a third party without confidentiality restrictions in circumstances which, to the actual knowledge of the recipient, do not breach any confidentiality covenant of the third party, or (vi) is required to be disclosed by law or final order of a court or a body having jurisdiction. It is understood that substantially all of the Confidential Information and not simply parts of it must be available in

the public domain or in the receiving party's possession before the obligations of Sections 11.1 and 11.2 do not apply.

12 GENERAL

12.1 **Further Assurances.** Each of the parties to this Agreement agree on request to execute such documents and agreements and to do all such things as may reasonably be necessary or desirable to carry out the provisions and purposes of this Agreement.

12.2 **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing and may be delivered in person or by registered mail or by telefax or by other recorded communication addressed to the respective parties at the address set forth below or such changed address as may be given by a party to the other by such written notice. Any such notice shall be considered to have been given when personally delivered or five (5) business days after the date of mailing or one (1) business day after the date of forwarding if sent by telefax or other recorded communication.

Address of Decoma: **Decoma International of America, Inc.**
600 Wilshire Drive
Troy, Michigan
48084-1625
Attention: President

Telephone No.: (248) 729-2600
Telefax No.: (248) 729-2610

Address of Advance: **Advance USA, LLC.**
7 Vista Drive,
Old Lyme, CT
06371
Attention: President

Telephone No.: (860) 434-1094
Telefax No.: (860) 434-0550

12.3 **Entire Agreement.** This Agreement shall constitute the entire agreement and understanding between the parties as to the subject matter of this Agreement. There are not and shall not be any verbal statements, representations, warranties, undertakings, or agreements between the parties to this Agreement except to the extent expressly provided for in this Agreement or the Original Agreement, as applicable. In the event of a conflict between the terms of this Agreement and the Original Agreement, the terms hereof shall govern.

- 12.4 **Amendment.** This Agreement may not be amended or modified in any respect except by written instrument signed by each of the parties hereto.
- 12.5 **Division and Headings.** The insertion of headings and the division of this Agreement into separate articles and/or sections are for convenience of reference only and shall have no effect on the construction or interpretation of the terms and conditions of this Agreement.
- 12.6 **Time.** Time is of the essence of this Agreement.
- 12.7 **Applicable Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, excluding conflicts of laws principles, applicable therein and the parties hereto hereby attorn to the exclusive jurisdiction of the duly constituted courts of the said Province of Ontario.
- 12.8 **Severability.** The invalidity of any particular provision of this Agreement or any covenant herein contained on the part of any party shall not affect any other provision or covenant contained in this Agreement and this Agreement shall be construed as if such invalid provision was omitted.
- 12.9 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.
- 12.10 **Default and Waiver.** The failure of a party hereto at any time to require performance of any provision of this Agreement shall not affect the full right of such party to require such performance at any later time. The waiver of a breach of any provision by a party hereto shall not constitute a waiver by such party of the provision or of any succeeding breach.
- 12.11 **Binding Effect.** This Agreement shall be binding upon the parties hereto and their respective successors, assigns and other legal representatives and shall enure to the benefit of the parties hereto and their respective successors, permitted assigns and other legal representatives.
- 12.12 **Negation of Relation.** The parties hereto acknowledge that this Agreement does not and shall not be considered to create any relationship between the parties in the nature of principal and agent, partnership, joint venture, syndication or association whatsoever.
- 12.13 **Assignment.** The rights and obligations arising from this Agreement are personal and, except as provided herein, this Agreement and the rights and obligations arising hereunder may not be assigned by either party hereto in whole or in part without the prior written consent of the other party to this Agreement. For purposes of this Section 12.13, a change in control of a party shall be deemed to be an assignment prohibited hereunder. Notwithstanding the foregoing, provided Advance is not then in material default of its obligations hereunder, Advance shall have the right to assign this Agreement and its rights and obligations hereunder, on not less than sixty

(60) days advance written notice to Decoma, to a wholly owned subsidiary of Advance (the "Subsidiary"); provided that any such assignment shall be conditional upon (i) the Technology having been transferred or assigned by Advance to such Subsidiary such that it is capable of performing its obligations hereunder; (ii) the Subsidiary having first entered into a written assumption agreement with Decoma and Advance agreeing to be bound by the terms hereof as if an original party hereto and agreeing to remain a wholly owned subsidiary of Advance while it has an interest in this Agreement; and (iii) Decoma being satisfied, acting reasonably, that the Subsidiary has the financial means and, if applicable, the manufacturing ability to perform its obligations under this Agreement. In no event shall Advance be released of its obligations hereunder by reason of any such assignment.

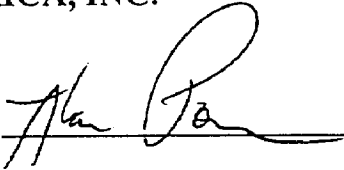
12.14 The remedies of the parties hereunder are cumulative and in addition to and not in substitution for any other rights or remedies that may be available at law or in equity.

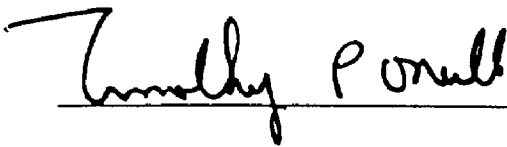
12.15 Decoma shall give notice that the Licensed Products are patented either by fixing thereon the word "U.S. Patent" or the abbreviation "U.S. Pat.", together with the number of the patent, or when, from the character of the Licensed Product, this cannot be done, by fixing to it or to the packaging for it, a label containing a like notice.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year first above written.

DECOMA INTERNATIONAL OF AMERICA, INC.

ADVANCE USA, LLC.

By: 

By: 


Name: Alan J. Power

Name: Timothy P. O'NEILL

Title: President

Title: PRESIDENT / CEO

By: _____

By: 

Name: _____

Name: Peter T Garland

Title: _____

Title: Chief Financial Officer

SCHEDULE "A"

Advance USA Issued Patents

- US Patent #4,910,067

SCHEDULE "A-1"

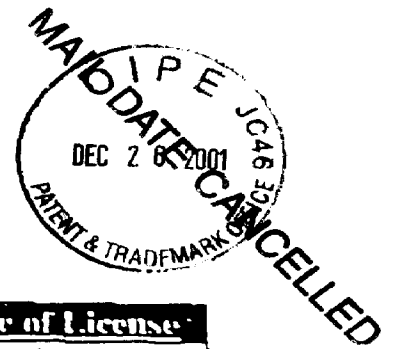
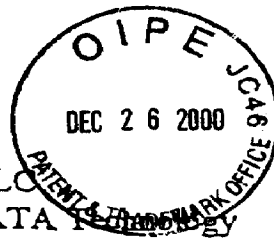
- Method for preforming and joining fiber reinforcements with thermoplastic surface materials to product sandwich structures.
- Materials, and methods for joining materials, which enable the production of a chemically resistant and structurally integral sandwich panel.
- Material systems and methods for producing low cost molds which improve material injection, venting, and part detail through the use of vacuum and pressure assists.
- Method for combining thermoplastic surface materials, fiber, reinforcements, and foaming resin systems to produce continuous flat panel sandwich structures.

SCHEDULE "B"

Schedule of Markets and Licensing Fees

Market	O.E.M.	Royalty Rate	Parts and Service	Royalty Rate	After Market	Royalty Rate
Product:						
Tonneau Covers and Systems	Non Exclusive		Non Exclusive		Non Exclusive	
Pickup Truck Caps	Non Exclusive		Non Exclusive		Not Available	
SUV Hard Tops/Hybrids	Non Exclusive		Non Exclusive		Non Exclusive	
Automotive Tops	Non Exclusive		Non Exclusive		Non Exclusive	
Roof Systems	Non Exclusive		Non Exclusive		Non Exclusive	

Schedule C
 Advance USA, LLC
 Parties with Rights in the STRATA



Licensee	Date	Field of Use	Type of License
JY Sailboats	4/22/94	Sailboats	Exclusive
JY Sailboats	4/22/94	Powerboat Parts, excluding hulls & decks	Non-Exclusive
Vaughn Manufacturing Corporation	7/1/92	Water heating systems and devices	Exclusive
Ray Industries, Inc.	8/9/95	Power Boats and related parts	Non-Exclusive
World Car Limited	12/31/94	Automotive vehicle bodies for automotive vehicles manufactured and sold by World Car	Non-Exclusive
Fleetwood Folding Trailers, Inc.	3/4/94 (as amended 1/23/96)	Folding trailer tops	Exclusive

Secured Party	Date	Relationship
General Electric Company	8/28/97	Undivided ownership interest in Patent #4,910,067
PNC Bank, NA	10/29/98	Collateral Assignment of Patent #4,910,067 in conjunction PNC Loan Agreement