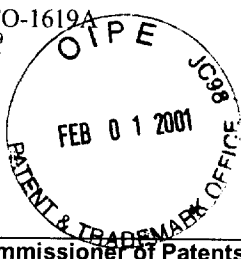


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02-07-2001

FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027



101607404

U.S. Department of Commerce
Patent and Trademark Office
PATENT

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2-1-01

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

Submission Type

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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

Name (line 1) Execution Date Month Day Year

Name (line 2)

Second Party

Name (line 1) Execution Date Month Day Year

Name (line 2)

5829213

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

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="5829213"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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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.

Patent Cooperation Treaty (PCT)

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

PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>
PCT <input type="text"/>	PCT <input type="text"/>	PCT <input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount

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

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: #

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.

James E. Beyer

January 29, 2001

Name of Person Signing

Signature

Date

**EXCLUSIVE LICENSE - U.S. PATENT NO. 5,829,213 AND
TRANSFER OF EXTRUSION DIES TO FUKUVI, USA, INC.**

IN THIS AGREEMENT, made and entered into as of the 11th day of January, 2001 ("Effective Date"), Clayton E. Schulze and Todd M. Schulze, both of 8282 McKee Road, Albion, Pennsylvania 16401 ("Schulze"), and Fukuvi, USA, Inc., an Ohio corporation having offices at 7631 Progress Court, Huber Heights, Ohio ("Fukuvi, USA"), agrees as follows:

- 1-1 "Schulze" owns all rights, title and interest in and to U.S. PATENT NO. 5,829,213 ("the '213 Patent"), and the invention disclosed and claimed therein. "Schulze" also owns certain extrusion dies related to producing products covered by "the '213 Patent" and certain rights in trademarks related to the products identified in Attachment A, including the mark "Slab Saver."
- 1-2 "Fukuvi USA" desires to acquire an exclusive license in the "the '213 Patent" And the noted trademarks. "Fukuvi, USA" also desires to acquire the stated extrusion dies.
- 1-3 "Schulze" hereby grants to "Fukuvi, USA" and its subsidiaries, affiliates, and controlled companies, under the "the '213 Patent", and for the life of such patent, an exclusive license to make, use, offer to sell, and import the inventions claimed therein throughout the United States, its territories, and possessions. "Schulze" also hereby transfers ownership of the stated extrusion dies to "Fukuvi, USA" and grants to "Fukuvi, USA" and its subsidiaries, affiliates, and controlled companies, the exclusive right to use the noted trademarks, including the mark "Slab Saver."
- 1-4 "Fukuvi, USA" shall make Royalty Payments by certified check, corporate check, wire transfer, or other means agreed to by "Fukuvi, USA" and "Schulze", in the manner set forth in Attachment "A" hereto.
- 1-5 "Fukuvi, USA" and "Schulze" agree that the present exclusive license of the "the '213 Patent" to "Fukuvi, USA" does not in any way carry with it a reservation of rights by "Schulze" to manufacture, use, sell, offer to sell, or import products covered by "the '213 Patent" or to use trademarks related to the products identified in Attachment "A", including the mark "Slab Saver."



- 1-6 **“Fukuvi, USA” shall have the exclusive right under “the ‘213 Patent” to grant sublicenses and termination of the license granted to “Fukuvi, USA” in this Agreement shall terminate all sublicenses that may have been granted by “Fukuvi, USA.”**
- 1-7 **While and as long as its license under this Agreement remains exclusive, “Fukuvi, USA” is empowered (a) to bring suit in its own name, or if required by law, jointly with “Schulze”, for infringement of “the ‘213 Patent”; (b) in any such suit, to enjoin infringement and to collect for its own use, damages, profits, and awards of whatever nature recoverable for such infringement; and (c) to settle any claim or suit for infringement of “the ‘213 Patent” by granting the infringing party a sublicense under the applicable provision of this Agreement.**
- 1-8 **“Schulze will provide testimony in connection with any proceeding affecting the right, title, interest, or benefit of “Fukuvi, USA” in and to “the ‘213 Patent” and to perform any other acts deemed necessary to carry out the intent of this Agreement. “Fukuvi, USA” shall reimburse “Schulze” for any and all costs incurred by “Schulze” in performance under this paragraph.**
- 1-9 **The license granted in this Agreement shall be binding on any successor of “Schulze” in ownership or control of “the ‘213 Patent”, and the obligations of “Fukuvi, USA” including but not limited to the obligation to make reports and pay royalties, shall run in favor of any such successor and of any assignee of “Schulze’s” benefits under this Agreement.**
- 1-10 **“Fukuvi, USA’s” rights under this Agreement and the license herein granted shall pass to any assigns for the benefit of the creditors of “Fukuvi, USA” and to any receiver of its assets, or Products, as defined in Attachment “A”, as a result of sale, consolidation, reorganization, or otherwise, provided such assignee, receiver, person, or corporation shall, without delay, accept in writing the provisions of this Agreement and agree to become in all respects bound thereby in the place and stead of “Fukuvi, USA.”**
- 1-11 **In the event “Schulze” seeks or is involuntarily placed under the protection of the bankruptcy laws, Title XI, U.S. Code, and the trustee in bankruptcy rejects this Agreement, “Fukuvi, USA” hereby elects, pursuant to Section 365(n), to retain all rights granted to it under this Agreement to the extent permitted by law.**
- 1-12 **In the event Patented Product sales, as defined in Attachment “A”, do not exceed \$10,000.00 in net sales in any four consecutive quarters during the life of this Agreement, either party to this Agreement may terminate this Agreement and “Fukuvi, USA” will be relieved of any obligation to pay royalties which would otherwise be due for the given quarter and subsequent quarters. Once terminated, the license granted to “Fukuvi, USA” herein will**

be revoked and any future Patented Product sales by "Fukuvi, USA" shall not constitute licensed sales unless provided for in a separate agreement.

- 1-13 This Agreement may be terminated by either party for a material breach by the other party of the provisions hereof. Such termination shall be effective ninety (90) days after written notice to the other party specifying the breach. If the specified breach is cured before the effective date of termination, the agreement shall not be terminated and the notice thereof shall have no effect.
- 1-14 If, in any proceeding in which the validity, infringement, or priority of Invention of any claim of "the '213 Patent" is in issue, a judgment or decree is entered that holds any claim invalid or is adverse to the patent as to Inventorship, "Fukuvi, USA" may terminate this Agreement and will be Relieved of any obligation to pay royalties, which would otherwise be due for The quarter in which the judgement is entered and for subsequent quarters. If there are two or more conflicting judgements with respect to the same Claim the decision of the higher tribunal shall be followed. If the tribunals Be of equal dignity, then the decision less favorable to the claim shall be Followed.
- 1-15 "Schulze" represents and warrants that (a) no consents of any other parties Are necessary or appropriate under any agreements concerning "the '213 Patent" in order for the license of "the '213 Patent" under this Agreement To be legally effective; (b) in respect to "the '213 Patent" that it legal power To extend the rights granted to "Fukuvi, USA" in this Agreement and that it Has not made and will not make any commitments to others inconsistent with or in derogation of such rights; and (c) to the best of "Schulze's" knowledge, "Schulze" has good and marketable title to "the '213 Patent", free and clear of any and all liens, mortgages, encumbrances, pledges, security interests, licenses, or charges of any nature whatsoever.
- 1-16 This Agreement shall be governed by and construed in accordance with the Laws of Pennsylvania and of the United States of America.

ATTACHMENT "A"

ROYALTY PAYMENTS

First Year: \$25,000.00 plus percentage of certain sales.

Payable Quarterly within one month of the conclusion of each quarter of the First Year of this Agreement:

(1) \$6,250.00 and (2) A royalty amount equal to Five Percent (5%) of That portion of the Net Sale Amount for Patented Products sold in the First Year of this Agreement in excess of 10,000 Units. No royalty amount shall be due until after the number of units sold in the given year exceeds 10,000 Units. The royalty amount shall only be calculated as a percentage of the Net Sale Amount for units sold in excess of 10,000 Units.

Second Year: \$19,000.00 plus percentage of certain sales.

Payable Quarterly within one month of the conclusion of each quarter of the Second Year of this Agreement:

(1) \$4,750.00; (2) A royalty amount equal to Five Percent (5%) of that Portion of the Net Sale Amount for Patented Products sold in the Second Year of this Agreement in excess of 7,500 Units. No royalty amount shall be due until after the number of Units sold in the given year exceeds 7,500 Units. The royalty amount shall be calculated as a percentage of the Net Sale Amount for units sold in excess of 7,500 Units.

Third Year: \$12,000.00 plus percentage of certain sales.

Payable Quarterly within one month of the conclusion of each quarter of the Third Year of this Agreement:

(1) \$3,000.00; (2) A royalty amount equal to Five Percent (5%) of that Portion of the Net Sale Amount for Patented Products sold in the Third Year of this Agreement in excess of 5,000 units. No royalty amount shall be due until after the number of units sold in the given year exceeds 5,000 Units. The royalty amount shall be calculated as a

percentage of the Net Sale Amount for units sold in excess of 5,000 Units.

Fourth through Eighth Years: Quarterly portion of \$5,000.00 or percentage of certain sales: whichever is greater.

Payable Quarterly within one month of the conclusion of each quarter of the Applicable year in this Agreement:

The greater of (1) \$1,250.00 or (2) A royalty amount equal to Five Percent (5%) of that portion of the Net Sale Amount for Patented Products sold in the applicable year of this Agreement

Ninth Year and Subsequent Years: Percentage of Certain Sales.

Payable Quarterly within one month of the conclusion of each quarter of the Applicable year in this Agreement:

A royalty amount equal to Five Percent (5%) of that portion of the Net Sale Amount for Patented Products sold in the applicable year of This Agreement.

REPORTS

Concurrent with each of the above-noted quarterly payments, "Fukuvi, USA" will make written reports to "Schulze", stating in each such report the number, description, and aggregate Net Sale Amount of Slab Savers and Patented Products. "Fukuvi, USA" will permit its books and records to be examined from time to time to the extent necessary to verify the reports provided, such examination to be made at the expense of "Schulze" only the amount of Royalty Payments payable for the period under audit. Slab Savers and Patented Products shall be considered to be sold when billed out. Payments made on sales of Slab Savers and Patented Products that are not accepted by the customer shall be credited to "Fukuvi, USA."

DEFINITIONS

- 1-1 **UNITS:** A unit shall comprise a Slab Saver or other Patented Product sold as a cut length. (one piece 24" long)
- 1-2 **NET SALE AMOUNT:** "Fukuvi, USA's" invoice price, less those taxes, duties, and shipping charges separately stated on the invoice for Slab Savers and Patented Products sold in this country and all other countries.
- 1-3 **SLAB SAVER:** All devices and drawings covered by the claims of "the '213 Patent."
- 1-4 **PATENTED PRODUCTS:** All devices, including the Slab Saver, covered by the claims of "the '213 Patent."
- 1-5 **FIRST YEAR:** The one-year period from the "Effective Date."
- 1-6 **SECOND YEAR:** The one-year period from the conclusion of the First Year.
- 1-7 **THIRD YEAR:** The one-year period from the conclusion of the Second Year.
- 1-8 **FOURTH YEAR:** The one-year period from the conclusion of the Third Year.
- 1-9 **FIFTH YEAR AND SUBSEQUENT YEARS:** The one-year periods from the Respective conclusions of the previous one-year period, not to exceed the term of "the '213 Patent."

This instrument contains the entire and only Agreement between the parties and supersedes all preexisting agreements between them respecting its subject matter. Any representation, promise, or condition in connection with such subject matter that is not incorporated in this Agreement shall not be binding on either party. No modification, renewal, extension, or waiver, and no termination of this Agreement or any of its provisions, shall be binding on the party against whom enforcement of such modification, renewal, extension, waiver, or termination is sought, unless made in writing and signed by such party or on behalf of such party by one of its officers or representatives.

IN TESTIMONY WHEREOF, we hereunto execute the assignment as follows:

Kyozaburo Takagi
Vice President
Fukuvi, USA, Inc.

01-22-2001
Date

State of Ohio

County of MONTGOMERY

On this 22 day of JANUARY, 2001 before me a Notary Public in and for the above County and State, personally appeared the above named **Kyozaburo Takagi** personally known to me or produced identification _____ and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth.

Lisa Whalen
Notary Public
LISA WHALEN, Notary Public
Montgomery County, Ohio

My commission expires _____.

SEAL

Todd M. Schulze
Todd M. Schulze

January 11, 2001
Date

State of North Carolina
County of Harnett

On this 11th day of January, 2001 before me a Notary Public in and for the above County and State, personally appeared the above named Todd M. Schulze personally known to me or provided identification _____, and acknowledged the execution of the foregoing assignment as a free act and deed for the purpose herein set forth

Blandi R. Elliott
Notary Public

My commission expires September 20, 2005

SEAL

Clayton E. Schulze
CLAYTON E. SCHULZE

JAN 12, 2001
DATE

County of ERIE
State of PA.

On this 12 day of JANUARY, 2001 before me a Notary Public in and for the County and State named above personally appeared the above named, Clayton E. Schulze personally known to me or provided identification _____ and acknowledged the execution of the foregoing instrument as a free act and deed for the purpose herein set forth.

Ronald G. Stewart
NOTARY PUBLIC

My commission expires 2-26-04

SEAL

Ronald G. Stewart, Notary Public
Commission Expires Feb. 26, 2004
Member, Pennsylvania Association of Notaries