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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): Staffan Kaempe 2209 Hwy 150E Paoli, IN 47454 Additional name(s) of conveying party(ies) attached? No

2. Name and address of receiving party(ies) Name: American Actuator, LLC Internal Address:

3. Nature of conveyance: 9-21-01 Other License

Street Address: 2024 Champlain St City: Toledo State: OH Zip: 43611 Additional name(s) & address(es) attached? No

Execution Date: 09/18/2001

4. Application number(s) or patent number(s): A. Patent Application No.(s) B. Patent No.(s) 6.152.715 Additional numbers attached? No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Staffan Kaempe Internal Address: Street Address: 2209 Hwy 150E City: Paoli State: IN Zip: 47454

6. Total number of applications and patents involved: 1 7. Total fee (37 CFR 3.41): \$ 40.- Enclosed Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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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. Staffan Kaempe Signature Date: 09/18/2001

Total number of pages including cover sheet, attachments, and documents: 8

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

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PATENT REEL: 012177 FRAME: 0965

**PATENT LICENSE AGREEMENT BETWEEN
STAFFAN I. KAEMPE
AND
AMERICAN ACTUATOR, LLC
NONEXCLUSIVE LICENSE**

PREAMBLE

This Nonexclusive License Agreement, (hereinafter called "LICENSE") is made and entered into by and between the Staffan I Kaempe, 2209 Hwy150E, Paoli, IN 47454(hereinafter called "LICENSOR"), and American Actuator, LLC, 2024 Champlain St, OH 43611, (hereinafter called "LICENSEE").

WITNESSETH:

Whereas, LICENSOR has an assignment of title in U.S. Patent No. 6.152.715 entitled, "Pressure Clamped Hydraulic Pump" and issued on Nov. 28.2000

Whereas, LICENSEE has submitted a plan to undertake the development and marketing of the LICENSED INVENTION and has expressed its intention to carry out this plan upon the granting of this LICENSE; and

Whereas, LICENSOR has considered the capabilities of LICENSEE to undertake development and marketing of the LICENSED INVENTION and has found that the LICENSEE is a responsible party for negotiating this LICENSE :

NOW THEREFORE, in accordance with and to the extent provided by the aforementioned and in consideration of the foregoing premises and of the covenants and obligations hereinafter set forth to be well and truly performed, and other good and valuable consideration, the parties hereby agree as follows:

ARTICLE 1 - Definitions

The parties to this LICENSE agree that the following definitions shall apply to the defined words where such words are used in this LICENSE:

1. The "LICENSED INVENTION" or "LICENSED PATENT" means the invention as described and claimed in the following patent, including continuations, divisions, reexaminations, and reissues thereof, assigned to the LICENSOR:

U.S. Patent No. 6,152,715 patented on Nov. 28,2000, entitled "Pressure Clamped Hydraulic Pump," Application No. 09/016/404 filed Jan. 30,1998.

2. "CALENDAR QUARTERS" are those three month periods commencing on January 1, April 1, July 1 and October 1.

3. "LICENSE YEAR" - The first LICENSE YEAR commences on the EFFECTIVE DATE of this LICENSE and extends to the start of the next calendar quarter plus the following four full CALENDAR QUARTERS. The second LICENSE YEAR commences at the expiration of the first LICENSE YEAR and extends for the next succeeding four CALENDAR QUARTERS. Later LICENSE YEARS commence on the anniversary date of the start of the second LICENSE YEAR.

4. The "EFFECTIVE DATE" of this LICENSE shall be the date of the signing of this LICENSE without modifications LICENSOR, after execution thereof by the LICENSEE.

5. "ROYALTY BEARING PRODUCT" means a product produced by the LICENSEE or a SUBLICENSEE incorporating the LICENSED INVENTION.

6. "GROSS SALES PRICE" means the invoice price or lease income of the ROYALTY BEARING PRODUCT sold or leased by LICENSEE to an arms length buyer (or if not sold to an arms length buyer, the invoice price of a like quality and quantity of product). This includes packaging and shipping costs paid by the purchaser. Sales tax, excise tax, use tax or similar taxes are subtracted from the GROSS SALES PRICE before determining royalty.

Where the ROYALTY BEARING PRODUCT is not sold or leased separately, but is sold or leased in combination with or as part of other products, the GROSS SALES PRICE shall be calculated for the purpose of computing royalties due by applying to the GROSS SALES PRICE of each of the combined or composite products a fractional multiplier having as its denominator the total manufacturing cost of the combined or composite products (determined in accordance with LICENSEE's customary accounting procedures), and as its numerator the manufacturing cost of the included ROYALTY BEARING PRODUCT (similarly determined).

7. "LICENSED TERRITORY" means world wide

8. "PRACTICE THE LICENSED INVENTION" means to make, have made, use, lease, sell, or otherwise dispose of a ROYALTY BEARING PRODUCT incorporating the LICENSED INVENTION by or for the account of the LICENSEE or SUBLICENSEE.

9. "PRACTICAL APPLICATION" means to manufacture or utilize the LICENSED INVENTION under such conditions as to establish that its benefits are, to the extent permitted by law, made available to the public on reasonable terms.

10. A "SUBSIDIARY" is a legal entity that is at least 50% owned, or otherwise controlled by LICENSEE. The term "LICENSEE" includes a "SUBSIDIARY" of LICENSEE under this LICENSE. Thus a SUBSIDIARY is not an arms length buyer of Section 6 of this Article.

11. "SUBLICENSES" are licenses granted by the LICENSEE to a third party other than a SUBSIDIARY, to enable such third party to exploit the LICENSED INVENTION for its own account.

ARTICLE 2 - License Grant

1. LICENSOR grants to LICENSEE a nonexclusive, royalty bearing license to PRACTICE THE LICENSED INVENTION in the LICENSED TERRITORY.
2. This LICENSE shall be nonassignable by LICENSEE without prior written approval of LICENSOR, except to the successor of that part of the LICENSEE's business to which the LICENSED INVENTION pertains.

ARTICLE 3 - Royalties, Royalty Report and Payment

1. Upon execution of this LICENSE by LICENSEE, LICENSEE shall pay LICENSOR, a sum in the amount of 1 Dollars (\$) for initial nonexclusive use of the LICENSED PATENT.
2. LICENSEE shall pay LICENSOR a running royalty of 3% of the GROSS SALES PRICE of each ROYALTY BEARING PRODUCT sold or otherwise disposed of by LICENSEE in accordance with this LICENSE until the expiration date of the patent licensed hereunder. Payment of the running royalty shall be made at the end of each LICENSE YEAR in the manner set forth in the following section.

Should LICENSEE otherwise use the LICENSED INVENTION to earn revenue, running royalties payable to LICENSOR shall be 30% of such revenues received from third parties, other than sublicensees, attributed to such use.

3. LICENSEE shall furnish LICENSOR with a statement, within two months following the end of each LICENSE YEAR, setting forth the quantity and net sales price of ROYALTY BEARING PRODUCTS sold or otherwise disposed of by LICENSEE under this LICENSE during the LICENSE YEAR, and the royalty payment due. Payment shall accompany the statement. If no royalty is owed, the statement shall so indicate. A product shall be considered sold when billed-out, or shipped, or paid for, whichever occurs first.

4. Should LICENSEE fail to make timely payments in accordance with this LICENSE, LICENSOR may put LICENSEE on written notice of such default, and LICENSEE may remedy the default by payment of all monies due LICENSOR within one (1) month of the date of transmission of the written notice, to maintain this LICENSE in effect. Should the default not be cured by the end of said month, LICENSOR has the right to terminate this LICENSE by giving written notice of termination to LICENSEE, whereupon this LICENSE becomes terminated. However, termination for any reason does not relieve LICENSEE of the obligation to pay past running royalties accrued prior to the effective date of termination.

5. All payments due LICENSOR under this LICENSE shall be made by check, payable to the LICENSOR at the address set out in Article 16.

ARTICLE 4 - Records, Books and Examination

1. LICENSEE agrees to keep, for at least the six most current LICENSE YEARS, accurate books and records of the number and type of all ROYALTY BEARING PRODUCTS sold or disposed of and all net income received under this LICENSE, the amount of sales thereof, the royalties owed LICENSOR, and all income received from any sublicensees which may be licensed hereunder.

2. LICENSOR may, on reasonable notice and not more than once a year, have its duly authorized agent or representative, inspect, check, and verify all such books and records either at LICENSEE's business premises or at a place mutually agreed upon.

ARTICLE 5 - License Period

This LICENSE shall commence on its EFFECTIVE DATE and shall extend to the expiration date of the LICENSED PATENT or any reissue patent of the LICENSED PATENT.

ARTICLE 7 - Sublicensing and Royalty Sharing

1. LICENSEE may grant SUBLICENSES under this LICENSE upon terms and conditions that LICENSEE may arrange provided that:

(a) Each sublicense shall be in writing and make reference to this LICENSE and be subject to the terms and conditions thereof including the rights retained by LICENSOR under Article 9 of this LICENSE;

(b) Each sublicense shall include the condition that the sublicense shall be automatically modified or terminated or expire upon the modification, termination, or expiration of this LICENSE;

(c) Before any sublicense is issued by LICENSEE hereunder, the written approval of LICENSOR shall first be obtained for each sublicense;

(d) Within one month after the issuance or modification of any sublicense hereunder, LICENSEE shall furnish LICENSOR with a true and complete copy of the sublicense or modification thereof;

(e) The granting of any sublicense by LICENSEE shall in no way relieve LICENSEE from any of the requirements of this LICENSE; and

(f) LICENSOR's share of all royalties received by LICENSEE from its sublicensees under this LICENSE shall be 1 percent of gross sales (see 3.2).

ARTICLE 8 - Patent Marking and Non-Endorsement

1. LICENSEE hereby agrees to mark each ROYALTY BEARING PRODUCT with the notation " U.S. Patent No. 6.152.715".

(c) LICENSEE commits a substantial breach of any covenant contained in this LICENSE agreement; or

(d) LICENSEE has willfully made a false statement or willfully omitted a material fact in the aforesaid license application or in any written report required by this LICENSE; or

(e) LICENSEE intends to file a voluntary petition in bankruptcy or if a third party intends to file an involuntary petition forcing said LICENSEE into bankruptcy. LICENSEE must provide notice to LICENSOR of such intention at least thirty (30) days prior to filing such petition. Failure to provide such notice shall be deemed a material, pre-petition incurable breach of this LICENSE.

2. This LICENSE may be modified or terminated upon mutual consent of both parties as evidenced in writing and signed by both parties.

3. LICENSEE may request modification of this LICENSE in writing sent to LICENSOR and stating the reasons therefor.

4. Before modifying or terminating this LICENSE for any cause, LICENSOR shall furnish LICENSEE and each sublicensee of record, a written notice of its intention to modify or terminate this LICENSE, and LICENSEE and any sublicensee shall be allowed one (1) month after receipt of the notice to remedy any breach of any covenant set forth herein or to show cause why this LICENSE shall not be modified or terminated.

5. LICENSEE may terminate this LICENSE at any time, for whatever reason, upon written notice sent to LICENSOR at least one month prior to the effective date of termination, stating LICENSEE'S intention to terminate and signed by LICENSEE or its lawful agent. All rights and licenses granted herein shall cease immediately upon the effective date of such termination; and all past royalties and payments accrued up to the date of termination shall be paid to LICENSOR within two (2) months from the effective date of termination.

ARTICLE 12 - Patent Maintenance Fees

All patent maintenance fees shall be paid to the United States Patent and Trademark Office by LICENSOR at its sole option and discretion.

ARTICLE 13 - Technical Assistance

LICENSOR shall, upon request and at LICENSEES expense, from time to time, make available technical assistance at its own place of business or at an agreed upon site, one or more of its appropriate technical personnel to consult with LICENSEE to further the objectives of this LICENSE. The availability of personnel and the number of days allocated to such assistance are within the sole discretion of LICENSOR. Should the furnishing of such assistance be burdensome to LICENSOR, no assistance need be provided.