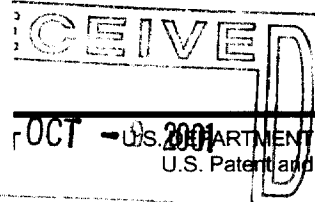


10-16-2001



Form PTO-1595

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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PATENTS ONLY

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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):

Mr. Francois L'HOTEL

10-9-01

2. Name and address of receiving party(ies)

Name: Total Printing Solution, Inc.

Internal Address: 25 Van Zant Street

Suite 15-3,

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:



Assignment



Merger



Security Agreement



Change of Name



Other

Street Address: Same

City: Norwalk State: CT Zip: 06855

Execution Date: 2/27/01

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

4. Application number(s) or patent number(s): 09/391,812

If this document is being filed together with a new application, the execution date of the application is: 9/8/99

A. Patent Application No.(s)

B. Patent No.(s)

French patent # FR 00/01998

Additional numbers attached? ☐ Yes ☐ No

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

Name: N. H. Acker Jr

Internal Address: Total Printing Solution, Inc

Street Address: 25 Van Zant St.

Suite 15-3

City: Norwalk State: CT Zip: 06855

6. Total number of applications and patents involved: ☐

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

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Name of Person Signing

Signature

Date

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

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

PATENT
 REEL: 012240 FRAME: 0613

INVENTION PATENT LICENSING CONTRACT

BY AND BETWEEN THE UNDERSIGNED:

MARIN'S,

A Limited Liability Company

With capital of FRF 50,000

Registered at the Trade and Companies Register of Bobigny under the number

B 399 540 210

Whose registered office is located at 110 avenue de la République, 93170 BAGNOLET,
FRANCE

Represented by Mrs. Sylvie DUGAIN,

In her capacity as manager

Hereinafter referred to as "the Licensor",

FIRSTLY

AND:

TOTAL PRINTING SOLUTION (TPS),

a company incorporated under Connecticut law

whose registered office is located at 66 Fort Point Street, Norwalk, CT 06855, USA

Started Feb 7, 1993, Incorporated as a Sub S Corporation Oct. 30, 1995.

Federal Taxpayer ID# 06-1433515;

Connecticut Tax registration # 8478638-000.

Represented by Mr. Nathaniel Hull ACKER, Jr.

In his capacity as Owner

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NA

WHEREAS:

PREAMBLE

MARIN'S is the holder of a operating license, granted by means of a contract dated April 5, 2000 by Mr. François L'HOTEL, hereinafter referred to as the "Inventor", in respect of several of the latter's inventions in order to protect each invention for which a patent has been registered.

These inventions are defined as follows:

- a "FOLDABLE PRESENTATION UNIT", the subject of French patent number 97 02 976 of March 13, 1997,
- a "FOLDABLE STRUCTURE THAT IS LOCKABLE IN THE UNFOLDED POSITION", the subject of French patent number 99 12 872 of October 15, 1999,
- a "SELF-STANDING AND FOLDABLE INFORMATION PRESENTATION STRUCTURE", the subject of French patent number 99 07 787 of June 18, 1999,

(Hereinafter referred to as the "Inventions").

Under the terms of this contract, MARIN'S has the exclusive right to manufacture, sub-contract the manufacturing, sell and sub-contract the selling of the Inventions including all or any improvements that may be made to them in the future, and therefore to operate the Patents.

The Inventions were subject to American patent request number 09/391,812 of September 8, 1999 and to a request for a PCT extension of the French patent number FR 00/01998 on July 11, 2000 to be issued by January 11, 2003 at the latest (Hereinafter referred to as the "Patents" appendix 1).

Pursuant to the development of its business activity, TPS wishing to manufacture and sell the Inventions in the UNITED STATES OF AMERICA, represents that it is interested in obtaining the granting of an operating license for the said Patents for its benefit.

SD

NA

As the Licensor, who is the holder of the operating rights for the Patents throughout the UNITED STATES OF AMERICA, agrees to grant it an operating license, the undersigned have entered into this agreement under the terms defined hereinafter.

***THIS HAVING BEEN ESTABLISHED, THE FOLLOWING
HAS BEEN AGREED UPON AND LAID DOWN:***

ARTICLE I - NATURE OF THE LICENSE

By means of this instrument, the Licensor grants to the Licensee, who accepts it, an exclusive operating license for the Patents defined hereinafter.

This license is exclusive both in respect of the Licensor and third parties.

As a result of this exclusive license, the Licensee shall have the sole right to manufacture, sub-contract the manufacturing, use, sell and sub-contract the selling of the products that are the subject matter of the Patents as well as all or any improvements that may be made to them in the future.

This license bestows the right upon the Licensee to implement and use the procedure that is the subject matter of the Patents.

ARTICLE II - TERRITORY

This exclusive license is granted for the following territory: the UNITED STATES OF AMERICA.

ARTICLE III - TERM

1. This exclusive license is granted for a period of three (3) years as from the date of the signing of this contract.

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NA

2. Following the end of the three (3) year period referred to in paragraph 1 hereinabove, the license may continue between the parties by renewal by tacit agreement for successive periods of three (3) years, until the expiry of the licensed Patents, unless it is cancelled by one of the parties by means of notice given to the other party by registered letter with acknowledgement of receipt, six (6) months prior to the end of the period in question.

ARTICLE IV - ROYALTIES

By way of payment for the operating of the license, that is the subject matter of this contract, during the performance hereof, the Licensee shall pay a royalty of 15% to the Licensor calculated on the price exclusive of taxes, ex-works for manufactured and sold goods, packaging, duties, transportation costs and non-deducted refunds.

In the event that the Licensee may be given the right to grant sub-licenses to third parties, a royalty in the sum of 15%, calculated on the amount of revenue generated by the Licensee, shall be due to the Licensor.

The terms and conditions for the payment of the royalties for the operating of the license are established by article VI hereinafter.

ARTICLE V – GUARANTEED MINIMUMS

In consideration of this exclusive license, the Licensee undertakes to record minimum sales of the manufactured and sold products during the performance of this contract of:

- USD 2,000,000 for the first year;
- USD 5,000,000 for the second year;
- USD 6,500,000 for the third year and thereafter.

In the event that these minimum sales as defined hereinabove each year are not achieved, the provisions of article VII herein may be applied.

ARTICLE VI **ACCOUNTING BOOKS**

TERMS AND CONDITIONS FOR THE PAYMENT OF ROYALTIES

VERIFICATION OF ROYALTIES

1. The Licensee shall keep specific accounting books for this license in which it shall indicate the number of manufactured and sold products, as well as the number of clients to whom the products have been delivered.
2. The royalties for operating due in respect of article IV hereinabove shall be payable each semester according to the following terms and conditions:

a) within the thirty (30) days following the end of each semester, the Licensee shall send a detailed statement of the sales during the previous semester in question to the Licensor and shall enclose

its payment, the sum of which shall correspond to the royalties due in respect of article IV hereinabove,

b) where within thirty (30) days as from receipt of the statement and the payment referred to in a) hereinabove, the Licensor has failed to question the sum that it has been paid, by means of a registered letter with acknowledgment of receipt, it shall be deemed that it is in agreement with the payment subject to the provisions of point 3 hereinafter.

c) at the end of each calendar year, the parties shall regularize their accounts.

3. The Licensor has a deadline of ninety (90) days as from the end of each year of the performance of this contract in order to carry out, or to sub-contract the carrying out at its own expense, by the auditor of its choice, of an audit of the Licensee's accounts

In the event that this audit reveals one or more false declarations by the Licensee, the accounts shall then be regularized between the parties and the Licensee shall bear all the audit expenses incurred by the Licensor.

ARTICLE VII – LOSS OF EXCLUSIVITY

It is expressly agreed between the parties that the maintaining of the Licensee's exclusivity for the performance of this contract is dependent upon the yearly compliance with the minimum

Again, in the event that the Licensee fails to record the established minimum sales for each year of performance of this contract, the Licensor shall have the right to withdraw the exclusivity granted by the terms of this contract.

ARTICLE VIII – SUBMISSION OF DOCUMENTS

Within thirty (30) days as from the signing of this contract, the Licensor shall provide the Licensee with all the documents, technical and market studies, plans and diagrams in respect of the Patents and the relevant know-how, as well as the prototypes of the Inventions.

ARTICLE IX – APPOINTMENT OF AN AGENT

In order to be able to perform this contract under the best possible conditions, the licensee accepts the use, at its sole expense and for a minimum period of one year as from the effective date of this contract, of the services of an agent having perfect knowledge of the products being manufactured under license, this person being Ms. Julie RAJADE.

ARTICLE X – RIGHT TO USE THE “MARIN’S” TRADEMARK

It is agreed between the parties that the Licensee may have the possibility of benefiting from the right to use the “MARIN’S” trademark (trademark owned by the Licensor and registered in the UNITED STATES OF AMERICA on March 14, 2000 under the number 75/960121) for the marketing of the products that are the subject matter of this contract, after having received the prior written authorization of the Licensor for each use.

The licensee expressly undertakes to strictly comply with the terms for the use of the “MARIN’S” trademark that may have been specified by the Licensor.

ARTICLE XI – MARKETING ASSISTANCE

Upon signing this contract, the Licensor shall provide the Licensee with the list of marketing contacts that has been previously drawn up in respect of the territory that is the subject matter of this contract.

ARTICLE XII - CONFIDENTIALITY

1. The Licensee undertakes to take all protective measures in order to preserve the secret nature of the documents referred to in article VIII hereinabove in respect of third parties.
2. Moreover, it undertakes to refrain from disclosing the said secret information either directly or indirect to third parties.
3. It shall ensure that its personnel, as well as its suppliers and/or sub-contractors comply with the provisions of paragraphs 1 and 2 hereinabove.
4. The obligation of confidentiality set out in paragraphs 1 to 3 hereinabove shall not apply to information which:
 - a) the Licensee is already aware of at the time of the signing of this instrument and for which it is able to prove its knowledge thereof,
 - b) is public property or shall become so during the performance of this contract without however the Licensee or a member of its staff being accused of having disclosed it,
 - c) may be supplied to it or may be supplied to its staff, by one or more third parties who are not be bound to the Licensor by an obligation of confidentiality.
5. In addition, the Licensee undertakes to refrain from disclosing to third parties, either during the performance of this contract or following its termination, all or any information concerning the Licensor with which it may have become conversant during the performance of this contract.

ARTICLE XIII - TRANSFER OF KNOWLEDGE AND IMPROVEMENTS

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PATENT

NA

1. During the term of this contract, the parties shall keep each other informed of the results of any research intended to improve the Inventions which are the subject matter of the Patents under license.
2. For the purposes of this contract, "improvements" shall refer to any improvement which may be patented, made by one or other of the parties to the Patents and for which it is legally responsible, that is to say those that may not be operated without problems arising in respect of infringement of one or other of its claims.
3. Any improvement as defined by paragraph 2 hereinabove made by one or other of the parties during the performance of this contract shall be subject to a registration of one or more requests for Patents in the sole name of the Licensor.
4. The improvements as defined by paragraph 2 hereinabove shall automatically fall within the scope of application of this contract , without any further royalties being due.

ARTICLE XIV - OPERATION

1. During the whole term of the contract, the Licensee undertakes to operate the Patents in an effective, serious, loyal and continuous manner.
2. It shall refrain from registering, either directly or indirectly through a third party, requests for similar Patents to those which are licensed, in any country whatsoever.
3. All products manufactured or sold by the Licensee during the performance of this contract shall bear the words "Under license to François L'HOTEL".

ARTICLE XV - SUB LICENSES

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PATENT

NA

Subject to the prior and express authorization of the Licensor, the Licensee shall have the right to grant sub-licenses for the Patents, which are the subject matter of this contract and shall find the sub-licensees itself.

ARTICLE XVI - INTUITU PERSONAE

This contract is granted on a strictly personal basis and may not be assigned, sent or transferred to anyone or for any reason whatsoever, either directly or indirectly, totally or partially, either in consideration of payment or free of charge. It may possibly be subject to sub-licensing contracts only according to the provisions of article XV hereinabove.

ARTICLE XVII - INFRINGEMENT

1. The Licensee shall defend at its own expense and to its own advantage any lawsuit for infringement initiated against it by third parties.
2. It shall also act at its own expense and to its own advantage in respect of any third party who may infringe the Patents, in the event that, as stipulated in article 53, paragraph 2 of the French law number 68-1 of January 2, 1968, as modified, relating to patents of inventions, the Licensor fails to bring the lawsuit for infringement in its own name.
3. The Licensor shall provide the Licensee with the technical assistance required in the cases referred to in the two paragraphs hereinabove.

ARTICLE XVIII - WARRANTY

The Licensor shall not grant any warranty other than that which is either its personal responsibility or which originates from the actual existence of the Patents referred to hereinabove.

The Licensee accepts the license at its own risk and in full awareness.

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PATENT

NA

In the event that the request for a PCT extension were to be rejected or the Patent were to be declared null and void, the Licensee may not claim any compensation or reimbursement of the royalties that it shall have paid to the Licensor or which it may still be owed on the date when the request for the PCT extension was rejected or the Patent was cancelled.

The Licensee is bound to refrain from contesting the validity of the request for the PCT extension, which is the subject matter of this contract.

ARTICLE XIX - MAINTAINING THE PATENTS IN FORCE

1. The Licensor undertakes to maintain the Patents in force during the whole term of this contract.
2. By means of this contract, the parties agree that the Licensor shall pay all expenses relating to the maintenance of the Patents.

ARTICLE XX - TERMINATION

1. Within thirty (30) days as from the termination of this contract, the Licensee, in accordance with article III hereinabove, shall return all the documents in its possession that are referred to in article VIII hereinabove, as well as the prototypes of the Inventions.
2. The provisions of article XII hereinabove in respect of the Licensee's obligation of confidentiality shall remain effective for as long as the Patents shall not have become public property.

ARTICLE XXI - CANCELLATION

1. This contract may be automatically cancelled where one or other of the parties breaches any one of its contractual obligations and fails to remedy this breach within thirty (30) days as from the reception of the registered letter with acknowledgement of receipt sent by the other party.

SD

PATENT

NA

2. This contract shall be automatically cancelled in the event that the licensed Patents are removed by a judgment that has become legally binding.

It is expressly agreed between the parties that such cancellation shall have no retroactive effect and shall not affect those obligations that are already due.

ARTICLE XXII - STOCKS

1. In the cases provided for by articles XX and XXI hereinabove, the Licensee shall have the right to sell those products that are in stock at the time of the termination or cancellation of this contract, until the said stock is used up, following which time an inventory, agreed by both parties, shall be drawn up by the parties.
2. Within fifteen (15) days of the stocks being used up, the Licensee shall pay the Licensor the license royalties that it owes as a result of article IV hereinabove.
3. The stock possessed by the Licensee at the time when the contractual relationship between the parties ends, may also be purchased by the Licensor for a price fixed by joint agreement between the parties.

ARTICLE XXIII – LANGUAGE OF THE CONTRACT

This instrument is executed in three originals drafted in English.

ARTICLE XXIV - CONSTRUCTION

1 Limitation clause

The fact that one or other of the parties may fail to invoke any one of the stipulations of this contract against the other shall not be constructed as being the Licensor's waiver of its right to either invoke or benefit from it subsequently.

PATENT

NA

2 Separability clause

All the clauses of this contract are distinct.

Should any clause be declared illegal or null and void, the validity or legality of the other clauses of the agreement shall not be affected, the nullity of the clause not affecting the validity of the rest of the contract.

Should a clause or part of a clause be declared to be illegal or null and void, the parties shall negotiate a modification to this clause, in good faith, in such a way as its meaning remains the same insofar as this is possible.

3 Contractual document

It is specified between the parties that appendix 1 of this contract forms an integral part of this contract in respect of those clauses that do not stipulate to the contrary.

There are no other undertakings, promises or agreements, either written or oral, other than those contained herein.

ARTICLE XXV – APPLICABLE LAW

This contract is subject to French law to the exclusion of any other.

ARTICLE XXVI – JURISDICTION

Any dispute that may arise between the parties over the construction and/or the performance of this contract shall be submitted to the Commercial Court of Paris by the party that is the first to take action, where an amicable settlement has proved impossible.

ARTICLE XXVII RECORDING FOR TAX PURPOSES REGISTRATION ON THE NATIONAL PATENT REGISTRY

SD

NA

1. All taxation, rights and duties that may be due as a result of this license and from the payment of royalties as referred to in article IV hereinabove, shall be borne by the Licensor.
2. The expenses relating to the administrative formalities for the registration of this license on the National Patent Registry at the French National Institute for Patent Rights, shall be borne by the Licensor.

ARTICLE XXVIII - POWERS

All powers are bestowed upon the bearer of an original of this instrument, in order to register the aforementioned license on the National Register of Patents.

Executed in Paris,
On February 27, 2001
In 4 originals.

The Licensor

1. Wawancara

The Licensee

The Licensee
N. H. Acker Jr.
Nathaniel H. Acker Jr.