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Tab settings



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

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

1. Name of conveying party(ies):

Scintrex Limited

10-16-01

2. Name and address of receiving party(ies)

Name: Fugro Airborne Surveys Corp.

Internal Address: _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☐ Security Agreement ☐ Change of Name
- ☒ Other Patent License Agreement

July 26, 2001

Execution Date: _____

Street Address: _____

2270 Argentia Road, Unit #2

City: Mississauga State: Ontario Canada L5N 6A6

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

4. Application number(s) or patent number(s):

If this document is being filed together with a new application, the execution date of the application is: _____

A. Patent Application No.(s)

09/283,216

09/320,583

B. Patent No.(s)

16

Additional numbers attached? ☐ Yes ☐ No

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

Brian McCormack

Name: _____

Internal Address: BAKER & MCKENZIE

Street Address: 2001 Ross Avenue

Suite 2300

City: Dallas State: TX Zip: 75201

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 3.41).....\$ 80.00

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

13-0480

(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.

Brian C. McCormack, Reg. No. 36,601

Name of Person Signing

Signature

10/16/2001

Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231PATENT
REEL: 012285 FRAME: 0137

PATENT LICENSE AGREEMENT

THIS PATENT LICENSE AGREEMENT (the "Agreement") is made and entered into on July 26, 2001.

BETWEEN:

SCINTREX LIMITED, a corporation incorporated under the laws of
the Province of Ontario

(hereinafter referred to as the "Licensor")

- and -

FUGRO AIRBORNE SURVEYS CORP., a corporation amalgamated
under the laws of the Province of New Brunswick

(hereinafter referred to as the "Licensee")

WHEREAS, in accordance with a purchase agreement between LaCoste & Romberg-Scintrex, Inc., the Licensor and the Licensee (the "Purchase Agreement") of even date herewith, the Licensee purchased certain assets from the Licensor used in the Business (as such term is defined in the Purchase Agreement), including equipment whose manufacture and use may be subject to patent rights held by the Licensor;

WHEREAS pursuant to the Purchase Agreement, the Licensee proposes to acquire such equipment and the right to use same;

AND WHEREAS, also pursuant to the Purchase Agreement, Licensor has agreed to license to Licensee as a condition to the closing of the transactions contemplated by the Purchase Agreement, certain Scintrex Patents (as hereinafter defined);

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and conditions set forth herein and in the Purchase Agreement, the parties hereby agree as follows:

I. DEFINITION

As used in this Agreement, the following terms shall have the following meanings:

1.1 "Scintrex Patents" shall mean United States Patent Application No. 09/283216 entitled "Method and Apparatus for Detecting, Locating and Resolving Buried Pipelines"; and United States Patent Application No. 09/320,583 entitled "Mapping of Pipeline Grounding Points by Airborne or Ground Magnetic Measurements of Current Flow in the Pipeline"; and all continuations, divisions, continuations-in-part, extensions, substitutions, renewals, reissues and foreign counterparts of these U.S. patents. Scintrex Patents shall also include all rights whether or not patentable, which Scintrex and its Affiliates may have or acquire in the future which are required by the Licensee to use or operate the equipment and other assets included in the Purchased Assets acquired by it and to conduct the Business (as such terms are defined in the Purchase Agreement).

1.2 "Assets" means the equipment, products, devices and other assets included in the list of Purchased Assets.

2. GRANT AND SCOPE OF LICENSE

2.1 Licensors hereby grants to Licensee a worldwide, non-exclusive, irrevocable, perpetual, royalty-free license under the Scintrex Patents to use all Assets covered by any claim of Scintrex Patents in the Business subject to the terms and conditions set forth in this Agreement.

2.2 The Licensee may, without the prior knowledge or consent of the Licensors, assign its rights and obligations under this Agreement to an assignee to whom the Assets are being assigned provided that the assignee agrees in writing with the Licensors to assume all of the obligations of the Licensee and to be bound by the terms and conditions of this Agreement.

2.3 Licensors shall not dispose of any of the Scintrex Patents except to a person who assumes all the obligations of the Licensor hereunder and agrees in writing with the Licensee to be bound by all the terms and conditions of this Agreement.

2.4 Licensors shall execute all documents reasonably required by Licensee to register with all applicable patent authorities the license which is subject of this Agreement.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

3.1 Licensors hereby represents and warrants to Licensee that Licensor is lawfully permitted to license Scintrex Patents to Licensee and that Licensor has obtained all assignments, grants and other rights from third parties necessary for Licensor to do so.

4. MISCELLANEOUS

4.1 Any communication (including any consent, approval or instructions) provided for under this Agreement shall be in writing and shall be effectively given if. (i) delivered personally, or (ii) sent by prepaid courier service or registered mail addressed to:

If to the Licensee:

FUGRO AIRBORNE SURVEYS CORP.
2270 Argentia Road
Unit #2

Mississauga, Ontario
L5N 6A6
Attention: C. J. M. Nind

with a copy to:

[Baker & McKenzie
BCE Place
181 Bay St., Suite 2100
Toronto, Ontario M5J
2T3

Attention: Janice McAuley

If to Licensor:

SCINTREX LTD. 222
Snidercroft Road
Concord, Ontario L4K
1135

with a copy to:

[Mindeu, Gross, Grafstein & Greenstein LLP 700
-111 Richmond Street West
Toronto, Ontario
M5H 4H5

Attention: Alan D. Litwack]

Any notice so given shall be deemed conclusively to have been given and received when so delivered or sent if received on a business day (excluding Saturdays, Sundays and statutory holidays) within normal working hours or, if not, on the next succeeding business day. Any party thereto or others mentioned above may change any particulars of its address for notice by notice to the others in the manner aforesaid.

4.2 Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege.

4.3 If any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, such provision shall be severed from the Agreement and replaced by such provision to achieve the commercial objectives desired in view of the interests of the parties hereto. No other provisions of this Agreement shall be affected thereby and such other provisions shall continue in full force and effect.

4.4 This Agreement, and the Purchase Agreement constitute the entire understanding between the parties with respect to the subject matter hereof and supersede all previous communications, representations or understandings, either oral or written, between the parties

relating to the subject matter hereof. This Agreement may be amended only by a document in writing, duly executed by both parties hereto.

4.5 The captions to the several Sections hereof are not a part of this Agreement, but are merely guides or labels to assist in locating and reading the Sections hereof.

4.6 This Agreement shall be construed and enforced in accordance with, and the rights of the parties hereto shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, excluding any conflict of laws, rule or principle which might refer such construction to the laws of another jurisdiction. Each of the parties hereto hereby irrevocably consents to the non-exclusive jurisdiction of the courts of the Province of Ontario.

4.7 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective legal personal representatives, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the 26th day of July, 2001.

SCINTREX LIMITED

Per: 

FUGRO AIRBORNE SURVEYS CORP.

Per: 

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