

01-17-2002

HEET
ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

To the Honorable Commission

1. Name of conveying party(ies) 101950520

Metabond Technologies, LLC

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

3. Nature of conveyance:

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

Execution Date: October 10 and 16, 2001

record the attached original documents or copy thereof.
name and address of receiving party(ies):

Name: DB Thin Films, LLC

Internal Address: _____

Street Address: 222 Goldstein Drive

City: Woonsocket State: RI ZIP: 02895

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)

09/833,036

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

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

Name: Michele J. Young

Internal Address: _____

Street Address: Salter & Michaelson

321 South Main Street

City: Providence State: RI ZIP: 02903-7128

6. Total number of applications and patents involved: 1

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

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

19-0120

(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.

Michele J. Young
Name of Person Signing

Michele J. Young
Signature

November 2, 2001
Date

Total number of pages including cover sheet, attachments, and document: 43

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

01/14/2002 HNDOR1 00000081 09833036

07 FC-581

(40.00 DF)

(Form PTO-1595-Recordation Form Cover Sheet - page 1 of 3)

PATENT
REEL: 012467 FRAME: 0650



LICENSE AGREEMENT

Agreement made and entered into this 16th day of October, 2001, by and between Metalbond Technologies, LLC., a corporation organized and existing under the laws of the State of Maryland, having a principal place of business at 20701 West Liberty Road, White Hall, Maryland 21161 (hereinafter "Metalbond") and DB Thin Films, LLC., a corporation organized and existing under the laws of the State of Rhode Island, having a principal place of business at 222 Goldstein Drive, Woonsocket, Rhode Island 02895 (hereinafter "DB Thin Films").

WITNESSETH:

WHEREAS, Metalbond provides services related to the coating of substrates in the United States of America;

WHEREAS by virtue of an assignment (attached hereto as "Exhibit A"), Metalbond is a joint owner of the Invention (as defined below in section 1.1);

WHEREAS, DB Thin Films is a PVD Job Coater (as defined below in section 1.2) providing services in the United States of America;

WHEREAS, by virtue of an assignment (attached hereto as "Exhibit B") DB Thin Films is also a joint owner of the Invention;

WHEREAS, Metalbond is desirous of acquiring all of DB Thin Film's right, title and interest in and to the Invention, with the understanding that DB Thin Film shall then be licensed to make, use and sell the Invention within the Territory (as defined below in Section 1.3);

NOW, THEREFORE, in consideration of the mutual covenants and Agreements herein contained, the Parties agree as follows:

1. Definitions

1.1 "Invention" means the subject matter of U.S. Patent Application No. 09/833,036, filed on April 11, 2001 (copy attached hereto as "Exhibit C"), which claims priority to U.S. Provisional Patent Application No. 60/196,561 filed on April 11, 2000 (copy attached hereto as "Exhibit D"),

and any divisions, continuations, substitutions, renewals and reissues thereof, and any and all U.S. Patents resulting therefrom.

1.2 "PVD Job Coater," as used herein, means a provider of services related to PVD thin film coatings.

1.3 "Territory" means the states of Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, and Vermont.

1.4 "Techniclad V-Base" facility, as used herein, means a facility for practicing the subject matter of the Invention.

2. Patent Prosecution

Metalbond agrees to pay for all patent costs associated with the Invention.

3. Assignment

In consideration of the fact that Metalbond will pay for all patent costs associated with the foregoing Invention, and in consideration of the license granted to it pursuant to this Agreement, DBThin Films agrees to sell, assign, and transfer, and hereby does sell, assign and transfer unto Metalbond its entire right, title and interest to the Invention, including any priority rights relative thereto, in the United States and its territorial possessions, and any and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions, and any and all foreign countries, and in any and all divisions, reissues, continuations and extensions thereof.

4. Grant

Metalbond grants and DB Thin Films accepts from Metalbond a royalty-free license to make, use, offer for sale, and/or sell products embodying the Invention solely within the Territory and solely to PVD Job Coaters. Metalbond agrees that it will not license PVD Job Coaters other than DB Thin Films to make, use, offer for sale, and/or sell products embodying the Invention within the Territory. However, nothing in this Agreement shall limit the ability of Metalbond to license other parties outside of the Territory. DB Thin Films further agrees not to make, use, offer for sale, or sell

products embodying the Invention outside the Territory without express written authorization from Metalbond.

DB Thin Films further agrees that it will communicate in writing to Metalbond or its representative any facts known to it respecting the Invention, and will testify in any and all legal proceedings, sign all lawful papers, execute all divisions, continuations, substitutions, renewal and reissue patent applications, execute all necessary assignment papers to cause any and all Letters Patents to be assigned exclusively to Metalbond, make all rightful oaths, and generally do everything reasonably necessary and/or desirable to aid Metalbond to obtain and/or enforce protection of the Invention and any associated patents, in the United States and any and all foreign countries.

5. Miscellaneous

In consideration of the license granted to it pursuant to this Agreement, DB Thin Films agrees to install a Techniclad V-Base Process Facility at their place of business, or at a facility remote from their place of business, on or before April 1, 2002. If DB Thin Films fails to so install a Techniclad V-Base Process facility, then Metalbond may, at their sole discretion, terminate this Agreement by giving thirty (30) days notice in writing to D/B Thin Films. Within thirty (30) days after such termination, DB Thin Films agrees to cease from making, using, offering to sell, and/or selling products embodying the Invention and Metalbond will be free to license others within the Territory.

6. Term of License

Unless otherwise terminated as provided for in this Agreement, the license granted hereunder shall continue for three and one-half (3 ½) years from the filing date of the aforesaid Provisional Patent Application, i.e., until October 10, 2003.

7. Termination

This Agreement shall be terminable at any time by either Metalbond or DB Thin Films because of any material breach by the other of any promises or covenants to be performed hereunder, it being provided, however, that the party in default shall have been first notified of such breach in writing and shall have failed to remedy same within thirty (30) days of receipt of such notice.

8. Disclaimer

Metalbond does not make any representation or warranties as to potential infringement of any patents, trade secrets or proprietary techniques of others with respect to the Invention.

9. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of Metalbond, its successors and assigns.

10. Transferability

With respect to DB Thin Films, this Agreement shall not be transferable or assignable, except to any successor of its entire business.

11. Notices

11.1 DB Thin Film agrees to mark all Licensed Products sold or otherwise disposed of by it under the license granted in this Agreement with the words "Patent Pending" until issuance of a Patent covering the Invention, and thereafter with the word "Patent" and the number of the licensed patent, as set forth in 35 U.S.C. § 287.

11.2 All notices shall be sent by certified mail, return receipt requested to the address of Metalbond and DB Thin Films herein specified.

Metalbond Technologies, LLC.
20701 West Liberty Road
White Hall, Maryland 21161

DB Thin Films, LLC.
222 Goldstein Drive
Woonsocket, Rhode Island 02895

12. Entire Agreement

This document represents the entire Agreement between the Parties concerning the subject hereof and may not be amended or rescinded except by a writing signed by both Parties. However, the Agreement may be terminated in accordance with the provisions hereof.


13. Jurisdiction

This Agreement shall be interpreted in accordance with the laws of the State of Maryland, U.S.A., as if made in and to be performed in the State of Maryland, U.S.A. The parties to this Agreement hereby consent to the jurisdiction of the courts of the state of Maryland, U.S.A., to settle any disputes arising from or relating to this Agreement.

14. Advice of Counsel. Each party acknowledges that, in executing this Agreement, such party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.

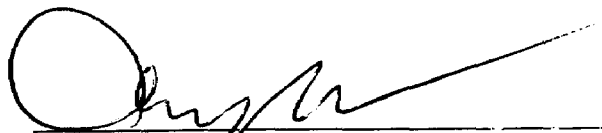
In Witness Whereof, the Parties have caused this Agreement to be executed as of the day, month and year first above written.

OCTOBER 10th 2001
DATE



By: TIMOTHY COXON
Title: President
Metalbond Technologies, LLC

STATE OF MARYLAND
COUNTY OF BALTIMORE

Before me personally appeared Timothy Coxon, who acknowledged the foregoing instrument to be a free act and deed and also represented that he is authorized to execute the same this 10th day of OCTOBER, 2001.

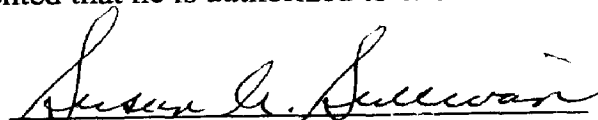

NOTARY PUBLIC

10-16-2001
DATE


By: PETER B. DRAGONE
Title: President
DB Thin Films, LLC

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

Before me personally appeared Peter B. Dragone, who acknowledged the foregoing instrument to be a free act and deed and also represented that he is authorized to execute the same this 16th day of OCTOBER, 2001.


NOTARY PUBLIC

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