

06-28-2002

Docket No.: 2125.001

FORM PTO-1595 (Modified)  
(Rev. 03-01)  
OMB No. 0651-0027 (exp. 5/31/2002)  
P08/REV03



HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

102138534

Tab settings → → → ▼

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

1. Name of conveying party(ies):  
**Metaltone USA, Inc.**  
  
*6.74.02*  
  
Additional names(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):  
  
Name: **Stix International Corporation**  
  
Internal Address: \_\_\_\_\_  
  
Street Address: **18 Smith Street**  
  
City: **Staten Island** State: **NY** ZIP: **10305**  
  
Additional name(s) & address(es) attached?  Yes  No


3. Nature of conveyance:  
  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other **Exclusive License Agreement**  
  
Execution Date: **3/19/1996**

4. Application number(s) or patent numbers(s):  
If this document is being filed together with a new application, the execution date of the application is: \_\_\_\_\_  
  
A. Patent Application No.(s)  
  
B. Patent No.(s)  
  
**5,780,809**  
  
Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
  
Name: **Heslin Rothenberg Farley & Mesiti P.C.**  
  
Internal Address: **Nicholas Mesiti, Esq.**  
  
Street Address: **5 Columbia Circle**  
  
City: **Albany,** State: **NY** ZIP: **12203**

6. Total number of applications and patents involved: **1**  
  
7. Total fee (37 CFR 3.41):.....\$ **40.00**  
 Enclosed - Any excess or insufficiency should be credited or debited to deposit account  
 Authorized to be charged to deposit account  
  
8. Deposit account number:  
**08-1935**  
  
(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.*  
  
**Nicholas Mesiti, Esq.**  **June 18, 2002**  
  
Name of Person Signing Signature Date  
  
Total number of pages including cover sheet, attachments, and document: **17**

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

**PATENT**  
**REEL: 013019 FRAME: 0375**

06/28/2002 LMEILLER 0000060 5780809 40.00 DP 01 FC 501

## AGREEMENT

Metaltone USA, Inc., a corporation organized and existing under the laws of the State of New York with its principal place of business located in the County of Fulton, State of New York, at P.O. Box 339, Johnstown, New York 12095, hereinafter referred to as "Licensor" and Stix International Corporation, a corporation organized and existing under the laws of the State of New York with its principal place of business located in the County of Kings, State of New York at 8714 Third Avenue, Brooklyn, New York 11209, hereinafter referred to as "Licensee" do hereby agree as follows:

Whereas Licensor represents and warrants that it is the owner of all right, title and interest in and has the right to license the invention(s) described and claimed in U.S. Patent Application Serial No. 08/277,152, filed July 19, 1994, entitled Water-Resistant Welding Rods, and under all U.S. and foreign patents that will issue upon that application, or continuations or divisions thereof, and otherwise to enter into this Agreement with respect thereto.

Whereas Licensee desires to secure an exclusive worldwide license to manufacture, distribute, sell and market the licensed products as hereinafter described.

Now, therefore, in consideration of the mutual covenants and agreements set forth herein, the parties do hereby agree as follows:

### SCOPE

(1) This Agreement contains all of the understandings and representations between the parties relating to the matters referred to herein, supersedes any agreement previously entered into between them with respect thereto and constitutes the full and complete Agreement.

(2) No provision may be waived, changed, terminated, modified, or discharged, except by a writing duly executed by the authorized officers or representatives of the respective parties.

(3) If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, this will not ipso facto nullify the remaining provisions of this Agreement.

### DEFINITIONS

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

(4) Licensed patent claim shall mean:

(a) The inventions claimed in U.S. Patent Application

Serial No. 08/277,152 filed July 19, 1994, entitled Water-Resistant Welding Rods;

(b) The claim or claims of that application, or continuations or divisions thereof and the claim or claims of U.S. and foreign patents that will issue upon that application or continuations or divisions thereof, and of any reissues of those patents; and

(c) All U.S. or foreign patents owned or acquired by Licensor during the term of this Agreement to the extent, and only to the extent, that the claims thereof cover inventions falling within the scope of one or more of the claims included within the foregoing clauses (a) and (b),

all to the extent that, and subject to the conditions under which, Licensor has or hereafter will have the right to grant licenses, immunities or other rights thereunder.

(5) Licensed Products shall mean any products which either consist of or include products falling within the scope of one or more of the Licensed Patent Claims or produced through the use of a method or apparatus falling within the scope of one or more of said claims. Licensed Products shall include any improvements upon the Licensed Patent Claims.

(6) Technical information shall mean any knowledge or information acquired, developed or possessed by Licensor at any time during the effective term of this Agreement, or prior thereto, which relates to formulations, processes, product specifications, and any other techniques necessary for, or useful in, the formation, manufacture and use of the Licensed Products, as well as any knowledge or information pertaining to the marketing, advertising, distribution or sale of the Licensed Products.

(7) Technical data shall mean formulas, plans, specifications and any other documents embodying or disclosing technical information.

(8) Licensed Trademarks shall mean the trademarks which are listed in Exhibit A attached hereto, as well as such other trademarks as Licensor may from time to time add to this Agreement upon notice to Licensee.

(9) Effective date shall mean the date upon which this Agreement shall become effective pursuant to "Effective Term and Termination" hereof.

(10) Effective Term shall mean the period commencing upon the Effective Date and terminating upon the expiration or other termination of this Agreement pursuant to "Effective Term and Termination" hereof.

## GRANT OF LICENSE

(11) Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee the sole and exclusive, worldwide right and license under the Licensed Patent Claims to manufacture, use and sell the Licensed Products.

(12) Subject to the terms and conditions of this Agreement, Licensor hereby undertakes and agrees to disclose and communicate to the Licensee Technical Information and Technical Data to enable the Licensee to manufacture, have manufactured, use and sell the Licensed Products, under the Licensed Trademarks, during the term of this Agreement.

(13) The license herein granted may be extended by licensee to its subsidiaries, provided that each subsidiary to which that license is so extended becomes bound by the terms and provisions of this Agreement to the same extent as if it were named herein as "Licensee."

## TECHNICAL ASSISTANCE

(14) Recognizing that Licensee requires the expertise of Eugene Landrio to consult with and provide engineering and other technical advice and assistance with respect to the engineering and construction of facilities for the manufacture of Licensed Products, and with respect to the methods and processes of manufacture, marketing, distribution and sale of the Licensed Products in order to realize the benefit of this Agreement, Licensor, by resolution, authorizes Eugene Landrio to enter into a separate consulting agreement with Licensee with respect to the Licensed Products to facilitate the intent of this Agreement at such terms of compensation that Licensee and Eugene Landrio may agree.

## TRADEMARKS

(15) Licensee hereby undertakes and agrees that, except as Licensor may otherwise consent in writing, it shall use the Licensed Trademarks on all Licensed Products manufactured by it and sold by it. In conjunction with such use, Licensee shall use on the packages and containers in which the Licensed Products are marketed, and on the labels and advertising and promotional materials, the marking in the local language giving the name and address of Licensee as the manufacturer and including the phrase, "Licensed by Metaltone USA, Inc." Licensee shall not use any other trademark on Licensed Products, and shall not use the Licensed Trademarks on or in connection with any goods other than the Licensed Products.

(16) Licensee hereby covenants that it will not directly or indirectly undertake any action anywhere which in any manner might

infringe, or impair the validity, scope, or title of Licensor in the Licensed Trademarks, or any of them, or in any other trademarks which may be owned by Licensor at any time during the Effective Term, and Licensee agrees to cease using the Licensed Trademarks in any way immediately upon the expiration or termination of this Agreement.

(17) Licensee agrees and undertakes that in using the Licensed Trademarks, it shall comply with quality standards and methods of testing materials in quality, furnished or approved by Licensor, in respect to materials used, manufacturing specifications, and finished goods. Licensee's technical director shall make annual reports to Licensor concerning the quality standards of its then current production. Licensee further agrees that Licensor shall have the right to inspect the Licensed Products and the methods of manufacturing them on the premises of Licensee at reasonable times and with prior notice to Licensee. Licensee agrees, at the request of Licensor, to send samples of the Licensed Products to Licensor for testing and analysis. If any such sample, upon such testing and analysis, does not substantially conform to the quality standards approved by Licensor, Licensor shall promptly notify Licensee of said result and shall thereupon promptly take the necessary steps to insure conformance with the set standards.

(18) Licensee agrees to use its best efforts to keep all Licensed Trademarks in force during the Effective Term. Licensee shall notify Licensor promptly of any infringement of the Licensed Trademarks or of any pending or threatened litigation involving such trademarks. Licensor reserves the right to prosecute and defend all suits involving any of the Licensed Trademarks and to take any action or proceedings that it deems desirable for the protection thereof.

#### CONFIDENTIALITY

(19) The Licensee covenants and agrees to manufacture in strict confidence and not to disclose to others except as provided herein, and not to make unauthorized use of Technical Data and Technical Information disclosed to the Licensee in pursuance of this Agreement, so long and to the extent that said Technical Data remains unpublished.

(20) Licensee agrees to cause all Technical Data to be plainly marked to indicate the secret and confidential nature thereof, and to prevent unauthorized access, reproduction, or use thereof.

(21) Licensee agrees that each of its employees and any other person to whom access to Technical Data and Technical Information shall be given shall execute, prior to such access or employment, A Confidentiality Agreement in the form attached hereto and marked Exhibit B.

(22) Licensee agrees to take all <sup>REASONABLE</sup> necessary action to comply and to compel compliance with the provisions of the written Confidentiality Agreements executed pursuant to paragraph (21).

(23) The obligations undertaken by the licensee pursuant to this section shall not apply to any Technical Data or Technical Information obtained from Licensor which is or becomes published, or otherwise becomes generally available to the public, and such obligations shall, as thus limited, survive the expiration or termination of this Agreement.

#### BEST EFFORTS

(24) Licensee hereby covenants and agrees that during the term of this Agreement it will use its best efforts to manufacture, sell, and market the Licensed Products, and will exert its best efforts to create a demand for the Licensed Products, and to increase and extend its business in the manufacture, sale, and marketing of the Licensed Products.

(25) Licensor will use its best efforts to prosecute to successful completion its patent application relative to the Licensed Products, and will keep Licensee fully informed of the progress thereof. However, provided Licensor uses its best efforts to prosecute said application and obtain the patent, no failure on the part of Licensor to obtain that patent will constitute a violation of this Agreement.

#### WARRANTIES AND DISCLAIMERS

(26) Each party represents and warrants that it has no Agreement or obligation in conflict with the Agreement herein and that it has full power to enter into and make this Agreement.

(27) Licensor warrants that the current litigation in which it is involved (specifically but not limited to the case entitled Metaltone USA Inc. v. Watkins et.al. in the Supreme Court of the State of New York, County of Fulton) will not interfere with this Agreement.

(28) Neither party warrants to the other that the Licensed Products which such other party may manufacture, use or, sell pursuant to this Agreement will not infringe any patent or other rights owned or possessed by any third parties. Neither party shall be required to protect, indemnify, or save harmless the other party against, or be liable to the other party for, any liabilities, losses, expenses, or damages which may be suffered or incurred by such other party as result of such infringement or allegation thereof by a third party. Neither party shall be under any obligation to defend or participate in the defense by the other against any claim or suit alleging such infringement; provided, however, that each party shall fully cooperate with and assist the

other party in the defense of any such claim or suit to the fullest extent practicable.

(29) Licensee shall obtain, at Licensee's expense, product liability insurance from a recognized insurance company which has qualified to do business in the State of New York, providing adequate protection for Licensor as well as Licensee against any claims, suits, loss, or damage arising out of any alleged defects in the Licensed Products. ~~As proof of such insurance, a fully paid certificate of insurance naming Licensor as an insured party shall be submitted to Licensor by Licensee for Licensor's prior approval. Any proposed change in the certificate of insurance shall be submitted to Licensor for its prior approval. Licensor shall be entitled to a copy of the then prevailing certificate of insurance, which shall be furnished to Licensor by Licensee.~~

(30) Notwithstanding any of the provisions herein to the contrary, each party shall promptly advise the other party when it shall be apprised of any claim asserted by any third party against either party hereto, which is of a nature comprehended by the terms of this section.

#### ROYALTIES AND ACCOUNTING

(31) Licensee agrees to pay <sup>" NET, NET "</sup> Licensor in consideration of this Agreement a royalty of 35% of the profits earned from the sale of all of the Licensed Products manufactured and sold hereunder.

(32) Profits shall mean the gross sales of the Licensed Products after deducting the costs of the Licensed Products.

(33) The costs of the Licensed Products shall include all costs incurred by Licensee in the production, marketing and sale of the Licensed Products including but not limited to the costs of the raw materials, the costs of the actual production, the costs of packaging and marketing in addition to all overhead expenses such as rent, etc.

(34) Licensee agrees to make quarterly payments to Licensor of the royalties provided for above, such royalties to be calculated currently for the Licensed Products sold by Licensee during each quarter year period and payable within one month from the end of such quarter year period. With each such royalty payment, Licensee shall furnish to Licensor a royalty statement setting forth the amount of royalties due thereunder, and the total number of Licensed Products and total selling price of such Licensed Products sold during the quarterly period for which such royalties are due.

(35) Licensee shall keep accurate records of all its production and sales made hereunder. Licensor shall have the right to inspection of such records by an independent accountant appointed by Licensor to the extent necessary for determination of

the accuracy of the royalty statements made hereunder, not oftener than once each year except that in the case of a dispute between Licensor and Licensee such limitation shall not apply and inspection shall be authorized to resolve the dispute.

(36) Licensee agrees that as part of the Licensing fee, the Licensee shall provide Licensor with an option to purchase up to 8% of the stock offered for public sale by the Licensee, as an insider, at such time as the Licensee decides to offer the stock publicly.

#### EFFECTIVE TERM AND TERMINATION

(37) This Agreement shall become effective on the date of its execution by both Licensor and Licensee.

(38) The term of this Agreement shall be for the life of the last of the Patents resulting from the Licensed Patent Claims or in the event that no patent issues for a period of forty (40) years.

(39) Licensee shall have the right to cancel this Agreement any time on three (3) month notice in writing to Licensor.

(40) Licensor shall have the right to terminate this Agreement upon the occurrence of any of the following defaults:

(a) If Licensee shall default in the performance or observance of any of its obligations under this Agreement and such default shall continue for ninety (90) days after notice of such default has been served upon Licensee by Licensor; or

(b) If Licensee shall discontinue business or become bankrupt or insolvent, or apply for consent of a trustee, receiver, or liquidator of its assets, or seek relief under any law for the aid of debtors; or

(c) If shares representing a majority voting power of Licensee, or substantially all of the assets of Licensee are transferred to or acquired by any person or persons other than the present shareholders of Licensee, and such transfer is effected without the prior written approval of Licensor to Licensee.

(41) Neither party herein shall be charged with failure to comply with any of the obligations of this Agreement and shall not be considered in default if such failure is caused by fire, floods, embargoes, governmental regulations, wars, strikes, or force majeure, or any other cause beyond its possible control.

(42) Upon the expiration or termination of this Agreement, the rights and licenses granted hereby to Licensee shall immediately terminate and Licensee shall cease to use the Licensed Trademarks,



and, to the extent not generally known or used by the industry, the Technical Information and Technical Data furnished hereunder; provided however, the Licensee shall have the right to use such Licensed Trademarks and Technical Information and Technical Data to complete and sell Licensed Products in inventory or in process at the time of such termination or expiration, and to manufacture and sell Licensed Products to the extent necessary to fill orders received prior to such expiration or termination, but in connection with all sales, Licensee shall furnish the reports and pay the royalties to Licensor that would have been required had this Agreement not expired or been terminated.

#### INTERPRETATION OF AGREEMENT

(43) The validity, construction, and performance of this Agreement shall be governed and interpreted in accordance with the Laws of the State of New York, U.S.A.

(44) This Agreement is executed in the English language and no translation of this Agreement into any language other than English shall be considered in the interpretation hereof.

(45) The headings to sections of this Agreement are for the convenience of reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.

#### ARBITRATION

(46) Any controversy or claim arising out of or relating to this Agreement, or breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

#### MISCELLANEOUS PROVISIONS

(47) Notice: Any notice or other communication to either party to this Agreement required or permitted hereunder shall be in writing and shall be deemed to have been served upon such party:

(a) When personally delivered to any officer or director of such party; or

(b) Five (5) days after having been mailed to such party by registered or certified mail, return receipt requested, postage prepaid, addressed to the address of such party set forth at the beginning of this Agreement or to such changed address as such party shall have communicated to the other.

(c) If delivered or sent by any other manner, when

received by such party.

(48) This Agreement, and the license contained herein, shall not be assigned by either Licensor or Licensee without the prior written consent of the other party hereto.

(49) Any notice of address change to be deemed sufficient must be made in writing.

(50) Equipment: Licensor shall provide Licensee with the equipment listed in Exhibit "C" to be used for the manufacture of the Licensed Products during the term of this Agreement.

(51) Each of the parties to this Agreement agrees to execute any document and perform any act which, in the opinion of the other party or its counsel, is required to make any provision of this Agreement fully effective.

(52) This Agreement shall not be deemed to create an agency relationship between the parties.

(53) ~~Any new products developed by Licensor shall, at Licensor's exclusive option, be added to and included in the scope of the Licensed Products and subject to the terms of this Agreement upon written notice to Licensee. SEE PARAGRAPH 53 ANNEXED HERETO.~~

Dated: March 13, 1996

Sworn to before me on the 19<sup>th</sup> day of March, 1996.

BY: Richard Accorino  
STIX INTERNATIONAL CORPORATION

Notary Public  
NOTARY PUBLIC, State of New York  
No. 24-4978414  
Qualified in Kings County  
Commission Expires March 7, 1997

Sworn to before me on the 19<sup>th</sup> day of March, 1996.

BY: Esperanza Jardi  
METALTONE USA, INC.

Valerio Galerno  
Notary Public  
VALERIE J. SALERNO  
NOTARY PUBLIC STATE OF NEW YORK  
QUALIFIED IN SARATOGA COUNTY  
NO 02SA5032072  
NY COMMISSION EXPIRES 8/15/98  
**PATENT**

(53) Licensor warrants and represents that it will promptly notify Licensee of any "new products" developed by Licensor or Eugene Landrio, whether developed in the name of Licensor or Eugene Landrio or some other entity. Any new products so developed shall, at the option of Licensee, be added to and included in the scope of the Licensed Products and subject to the terms of this Agreement upon written notice to Licensor. In the event Licensee does not exercise its rights pursuant to this paragraph within ninety (90) days from the date Licensor notifies Licensee of the new products developed, then Licensor may promote its new products with other third parties.

STIX INTERNATIONAL CORP.

By: *Richard Allen Pres.*

METALTONE USA, INC.

By: *Eugene Landrio Pres.*

**METALTONE USA, INC.**

P.O. Box 339  
Johnstown, New York 12096

**WRITTEN UNANIMOUS CONSENT IN LIEU OF A SPECIAL MEETING OF THE BOARD  
OF DIRECTORS OF METALTONE USA, INC.**

We the undersigned, being all the members of the Board of Directors of Metaltone USA, Inc., in accordance with the New York Business Corporations Law and the Corporate Bylaws, in lieu of a formal meeting of the Board upon written notice, all of which formalities are hereby waived, do hereby consent to the adoption of the following resolutions:

RESOLVED, that Eugene Landrio be and hereby is elected to the position of Assistant Secretary.

RESOLVED, that whereas it would be in the best financial interest of the Corporation to enter into a licensing agreement with Stix International Corporation so that it may receive the benefit of production of the water resistant welding rod, Eugene Landrio is authorized to negotiate, enter into and place his signature on such agreement on behalf of the Corporation.

RESOLVED, that whereas the Board of Directors recognize that such agreement would be worthless without the technical assistance of Eugene Landrio, Eugene Landrio is authorized to enter into a consulting agreement on behalf of himself in conjunction with such licensing agreement to facilitate the intent of such licensing agreement and is given the written consent of the Corporation to disclose and use information covered by the confidentiality agreement signed by him so long as the persons or entities to whom he discloses such information sign confidentiality agreements.

RESOLVED, that the Secretary of the Corporation shall make the original of this consent resolution part of the official minutes of the Corporation.

Dated:

Directors:

2-29-96

3/4/96

3-4-96

Julius J. Cutrone  
John J. [unclear]  
Eugene Landrio

Trademarks:

Metaltone USA

Metaltone

Gold Shield

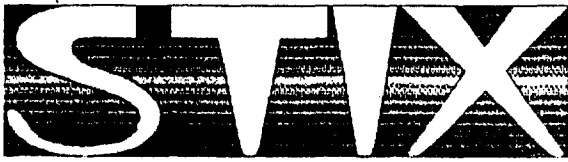
EXHIBIT B

Equipment:

Mauler Mixer	Production Model
Wire Feeder	Production Model
Storage Tank	Production Model
Packing Table	Production Model
Spray Booth	Production Model
QC Table	Production Model
Rerun Table	Production Model
Fisher Scientific Oven	
Assorted Miscellaneous Glassware	
Miscellaneous Laboratory Equipment	
Forklift and Charger	
2 Air Compressors	
Merlin Telephone System	

EXHIBIT C

Confidentiality Agreement Attached



International Corp.

8714 Third Avenue . Brooklyn, N.Y. 11209 (718) 748 - 5498

**STOCKHOLDER AND EMPLOYEE CONFIDENTIALITY AGREEMENT**

TO: Stix International, Inc.:

As used herein the Company shall mean Stix International, Inc. its successors, assigns, any of its present or future subsidiaries, or companies controlled by, controlling, or under common control with.

In consideration of my stock ownership in the Company or employment by it and the opportunity to profit by my investment in the Company or any salary or wages I may be paid in connection with employment I agree:

1. that all inventions made or conceived by me (whether solely by me or jointly by others) from the time of becoming a stockholder or entering employment until I am no longer a stockholder and/or employee, which are along the lines of the business, work or investigations of the Company or which result from or are suggested by any work which I may do for or on behalf of the Company, shall be and remain the sole and exclusive property of the Company, whether patented or not;
2. to disclose such inventions to the Company promptly and fully and assist the Company during and subsequent to such stock ownership and employment in every proper way, at no expense to the Company, to obtain for its own benefit patents for such inventions in any and all countries;
3. to make and maintain adequate written records of all such inventions, which records shall remain the property of the Company;
4. to deliver promptly to the Company upon sale or other transfer of my stock or termination of employment all written records belonging to the Company or acquired at Company expense irrespective of their nature, including all copies of such records, which I may possess or have under my control;
5. except as the Company may consent in writing, not to publish, disclose or use at any time either during or subsequent to my being a stockholder or employee, any information, knowledge or data of the Company I may receive or develop or acquire by authorized or unauthorized means during the course of my stock ownership or employment or any term for which such information is provided or acquired in expectation of stock ownership or employment, relating to formulas, business processes, methods, machines, compositions, inventions, discoveries, business or financial plans, customer lists, cost information, or price information or any other matters which are of a secret or confidential nature as those terms are used in the ordinary business sense which I know or should have known are secret or confidential; this provision shall apply to all such information of which I become aware as a result of my stock ownership or employment, including but not limited to inadvertent discovery;

**PATENT**  
**REEL: 013019 FRAME: 0390**



6. to notify the Company in writing before I make any disclosure or perform or cause to be performed any work for or on behalf of the Company, which appears to threaten or conflict with rights I claim in any invention or idea conceived by me or others prior to my becoming a stockholder or employee of the Company or otherwise outside the scope of this Agreement, or rights of others arising out of obligations incurred by me prior to this Agreement or outside the scope of this Agreement. In the event of my failure to give notice under the circumstances specified in the foregoing, the Company may assume that no such conflicting invention or idea exists, and I agree that I will make no claim against the Company with respect to the use of such invention or idea in any work by or on behalf of the Company;

I acknowledge that Stix International Corporation is a licensee of certain products of Metaltone USA, Inc. and is required by agreement to maintain confidentiality of said products and I further acknowledge and agree that Metaltone USA, Inc. is a third party beneficiary of this Agreement and shall have the right to enforce any provision thereof.

Failure to enforce any provision of this Agreement shall not constitute a waiver of any such provision or the Agreement.

If any portion or provision of this agreement is found to be unenforceable by law, the remainder of this Agreement shall remain in full force and effect as if that portion or provision were not a part of the Agreement.

This Agreement is governed by the laws of the State of New York and I agree that any action to enforce this Agreement may be brought in the Courts of New York.

This Agreement on behalf of or in respect to the Company may not be changed, modified or released, discharged, abandoned or otherwise terminated, in whole or in part, except by an instrument in writing expressly approved by the Board of Directors of the Company.

Discharge of my obligations under this agreement shall be obligations of my executors, administrators or other legal representatives or assigns.

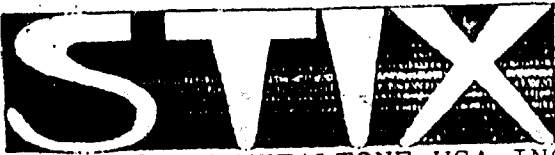
\_\_\_\_\_  
Stockholder and/or Employee

\_\_\_\_\_  
Witness

Sworn to before me on the  
day of \_\_\_\_\_, 19

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Notary Public



# International Corp.

LICENSED BY METALTONE USA, INC.

8714 Third Avenue . Brooklyn, N.Y. 11209 (718) 748-5498

## ADDENDUM TO CONFIDENTIALITY AGREEMENT

To: Stix International, Inc.:

As used herein the Company shall mean Stix International, Inc., its successors, assigns, any of its present or future subsidiaries, or companies controlled by, controlling, or under common control with.

Although I am not an employee or stockholder of the Company, I acknowledge that I may acquire or receive confidential information as a consequence of providing services to the Company and I hereby acknowledge and agree to be treated as an employee for purposes of enforcement of the Confidentiality Agreement and to abide by the covenants therein.

I acknowledge that the Company is relying upon my agreement to maintain confidentiality in permitting me access to confidential information.

\_\_\_\_\_  
NAME.

\_\_\_\_\_  
Witness

Sworn to before me on the  
day of \_\_\_\_\_, 19

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Notary Public