

01-30-2003

Form PTO-1595
(Rev. 03/01)

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

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

Tab settings ⇌ ⇌ ⇌ ▼

102351908 ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

1-6-03
Barrett Enclosures, Inc.
B.E. Holdings, L.L.C.Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
- ☒ Security Agreement ☐ Change of Name
- ☐ Other _____

Execution Date: August 26, 2002

2. Name and address of receiving party(ies)

Name: F. Paul Carlson

Internal Address: _____

c/o Mario D. Parisio

Williams, Kastner & Gibbs PLLC

Street Address: 1301 A Street, #900

City: Tacoma State: WA Zip: 98402

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) _____

B. Patent No.(s) 5,472,771;

5,660,916; 5,851,637

Additional numbers attached? ☐ Yes ☒ No

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

Name: Mario D. Parisio

Internal Address: _____

c/o Williams, Kastner & Gibbs

Street Address: 1301 A Street, #900

City: Tacoma State: WA Zip: 98402

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 3.41).....\$ 120.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Mario D. Parisio

Name of Person Signing

Signature

9/18/02

Date

Total number of pages including cover sheet, attachments, and documents: 12

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231OFFICE OF THE CLERK
RECORDS
2002 SEP 23 AM 8:46
FINANCE SECTION

re: Barrett Enclosures, Inc.

Box 2:

Additional Receiving Party:

Bruce McFadden
2342 NE Lindsey Drive
Hillsboro, OR 97124

9/23/02

09-27-2002



102234567

Resubm

Form PTO-1595
(Rev. 03/01)

RECOF

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

Tab settings

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Internal Address: _____

c/o Mario D. Parisio

Williams, Kastner & Gibbs PLLC

Street Address: 1301 A Street, #900City: Tacoma State: WA Zip: 98402Additional name(s) & address(es) attached? ☒ Yes ☐ NoAdditional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

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A. Patent Application No.(s) _____

B. Patent No.(s) 5,472,771;5,660,916; 5,851,637Additional numbers attached? ☐ Yes ☒ No

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

Name: Mario D. Parisio

Internal Address: _____

c/o Williams, Kastner & Gibbs

Street Address: 1301 A Street, #900City: Tacoma State: WA Zip: 984026. Total number of applications and patents involved: 37. Total fee (37 CFR 3.41).....\$ 120.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Mario D. Parisio

Name of Person Signing

Signature

9/18/02

Date

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Washington, D.C. 20231OFFICE OF PATENT RECORDS
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FINANCE SECTION

09/25/2002 09:00:00 102 5472771

01 FC:581

120.00 DP

PATENT

REEL: 013691 FRAME: 0901

re: Barrett Enclosures, Inc.

Box 2:

Additional Receiving Party:

Bruce McFadden
2342 NE Lindsey Drive
Hillsboro, OR 97124

GRANT OF SECURITY INTEREST IN PATENTS

This Agreement ("Security Agreement") is made this 26th day of August, 2002, by and between F. PAUL CARLSON and BRUCE McFADDEN (collectively, the "Grantee"), with a mailing address of c/o Mario D. Parisio, Williams, Kastner & Gibbs, PLLC, 1301 A Street, Suite 900, Tacoma, Washington 98402, and BARRETT ENCLOSURES, INC., a Washington corporation, and B.E. HOLDINGS LLC, a Washington limited liability company (collectively, the "Grantor") with a mailing address of 1116 W. Ewing St., Seattle Washington 98119.

WHEREAS Grantor is the owner of all or a portion of the right, title and interest in and to the United States patents listed in Schedule A attached hereto and made a part hereof, the inventions described therein, all rights associated therewith and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively "Patents"); and

WHEREAS Grantor wishes to convey to Grantee a security interest in the Patents as security for the Obligations of the Grantor as defined in the Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending for the Grantor and the Grantor's successors and assigns to be legally bound hereby, the parties hereby agree as follows:

SECTION 1. Assignment. Grantor does hereby convey over Grantee and its successors, transferees and assigns, a security interest and to all of the Grantor's present and future right, title and interest in the Patents; and such transfer, assignment and conveyance is hereby accepted by Grantee.

SECTION 2. Representations and Warranties. Grantor covenants, warrants and represents to and for the benefit of Grantee that:

2.1 Apart from any obligations under the Security Agreement (a) Grantor's right, title and interest in and to the Patents is unencumbered and is owned by Grantor free and clear of any liens, charges, encumbrances and licenses and (b) Grantor has not encumbered, assigned, licensed or granted, and is under no obligation to encumber, assign, license or grant an interest in any of the Patents; and

2.2 Grantor has the full right and power to enter into this agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

SECTION 3. Further Assurances. Grantee agrees to promptly release and reassign to Grantor, without any representation, warranty or recourse, the entire unencumbered right, title,

and interest in and to Patents granted to it hereunder, or such interests therein as may remain following the exercise of remedies, at such time as all Obligations as defined in the Security Agreement have been paid in full. Grantee further agrees to cooperate fully and to execute such documents and take such actions, all at the expense of the Grantor, as are necessary or expedient to effect such reassignment in a prompt and efficient manner.

SECTION 4. Maintenance of Patents. Notwithstanding this Agreement, Grantor agrees to use its best efforts at its own expense to maintain the Patents in force, and, as to any of the Patents that have yet to issue, to secure the issuance of letters patent thereon. Subject to the grant back to Grantor in Section 5, Grantee will not transfer, convey, assign, encumber or license the Patents in whole or in part, except as part of a foreclosure after an occurrence or during the continuance of an Event of Default (as such term is defined in the Security Agreement). Grantor shall not, without Grantee's prior written consent in each instance, abandon or allow to lapse or restrict or allow to be restricted in scope any of the Patents or enter into any agreement, including, without limitation, any sub-license agreement, which is inconsistent with Grantor's obligations under this Agreement, in each case if such action or omission (individually or together with all other such actions and omissions actually occurring) could reasonably be expected to materially impair the value of the Patents taken as a whole or the benefits to Grantee of this Agreement, including, without limitation, the assignment granted herein or the remedies of Grantee hereunder; provided that, in the event the Patents are subject to re-examination proceedings (whether initiated by Grantor or a third party) or enforcement action is taken with respect to the Patents, Grantor's obligations under this sentence shall be limited to using its best efforts to avoid the narrowing or invalidation of the rights granted under the Patents. Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which is intended to adversely affect the validity or enforceability of the rights transferred to Grantee hereunder, and shall use its best efforts to prevent its enforcement or defense of the rights granted under the Patents from adversely affecting such rights. Any agreement or action in contravention of the foregoing if it shall take place shall be null and void and of no effect whatsoever.

SECTION 5. Rights of Grantor. Subject to Grantee's security interest in the Patents under the Security Agreement and as set forth herein, Grantee hereby acknowledges Grantor's right, without representation, warranty or recourse, express or implied, to make use of the Patents, with full rights to license in the ordinary course of business, to practice the Patents and to make, have made, use and sell products according to the Patents. Provided that, Grantor shall not enter into any license of, or grant any third party any rights with respect to, the Patents without the express written consent of Grantee, which consent shall not be unreasonably withheld. Provided further that, in no event shall any licensee or any third party acquire rights senior to those of Grantee hereunder without the express written agreement of Grantee to subordinate its interest hereunder. Grantor agrees to indemnify and hold harmless Grantee from any and all claims, liabilities, obligations, fees and costs, including, without limitation, actual attorneys fees and legal costs, that are reasonably incurred by Grantee and that arise as a result of Grantee's being joined to litigation arising out of any use of the Patents by Grantor, or from Grantor's acts or omissions in connection with this Agreement, the Patents or Grantor's right, title or interest in or for the Patents. Grantee shall provide all necessary assistance and authority

to Grantor, at Grantor's expense, in connection with any of the circumstances described in the preceding sentence. Grantor will conduct all steps or proceedings in connection with such defense and as required to settle or defend all indemnified claims. Grantee will have the right to employ separate counsel, at Grantee's expense, and to monitor and participate in Grantee's defense. Grantor shall bear all expenses in connection with the filing, prosecution and maintenance activities undertaken by it with respect to the Patents, and Grantor agrees to indemnify and hold harmless Grantee for any costs incurred by Grantee in prosecuting and maintaining the Patents. Grantee shall have no involvement in nor obligation to review or monitor any sublicensees of the Patents and, as such, shall have no liability to any third person for any misuse of the Patents or infringement of any other patents by Grantor or by any sublicensees of the Patents, or by any joint venturers, affiliates or related persons of the Grantor.

SECTION 6. Lender's Remedies. In the event of Grantor's default under the lending agreements secured by the security interest granted hereunder, Grantee shall have the rights to foreclose on the Patents pursuant to the procedures set forth for foreclosure under Article 9 of the Uniform Commercial Code of Washington. In the event of foreclosure, Grantee shall have the absolute right, in its sole discretion, to assume and affirm any license agreement to which Grantor is a party with respect to the patents, or to reject, disaffirm, and set aside any such agreement. Provided that, Grantor shall have the right to continue to practice the Patents on a non-exclusive basis, subject to payment of royalties at the rate of \$10 per window produced.

SECTION 7. No Waiver. No course of dealing between Grantor and Grantee, nor any failure to exercise any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 8. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of the Patent Assignment in any jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington to the extent it is not preempted by the laws of the United States.

SECTION 9. Modification. This Agreement is subject to modification only by a writing signed by the parties.

SECTION 10. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing herein shall limit the rights of the Grantee to assign or otherwise transfer its rights under the Security Agreement or the Obligations to any other person or entity in accordance with the terms of the Security Agreement or the Obligations, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Grantee herein or otherwise.

IN WITNESS WHEREOF, the duly authorized officers of Grantor and Grantee have executed this Agreement.

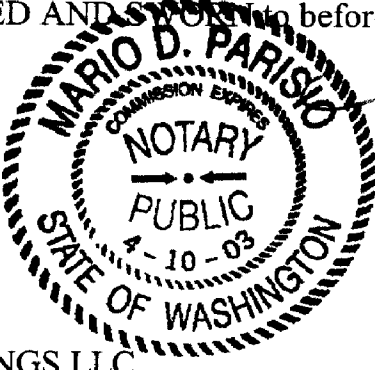
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[SIGNATURES ON NEXT PAGES]

GRANTOR:
BARRETT ENCLOSURES, INC.

By: Mike Sofie
Name: Mike Sofie
Title: President

SUBSCRIBED AND SWORN to before me this 26 day of August, 2002.

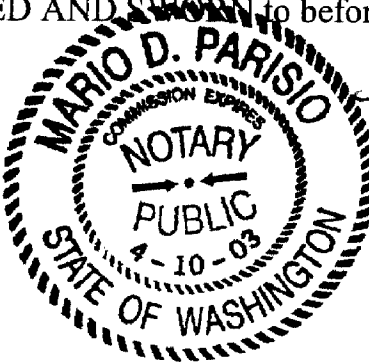


Mario D. Parisio
MARIO D. PARISIO (print notary's name)
Notary Public in and for the State of
Washington, residing at Tacoma
My commission expires: 4-10-03

B.E. HOLDINGS LLC

By: Mike Sofie
Name: Mike Sofie
Title: Managing Member

SUBSCRIBED AND SWORN to before me this 26 day of August, 2002.



Mario D. Parisio
MARIO D. PARISIO (print notary's name)
Notary Public in and for the State of
Washington, residing at Tacoma
My commission expires: 4-10-03

APOSTILLE

(Convention de La Haye du Oct. 5, 1961)

1. Country: _____
- This public document
2. has been signed by _____
3. acting in capacity of _____
4. bears the seal/stamp of _____

Certified

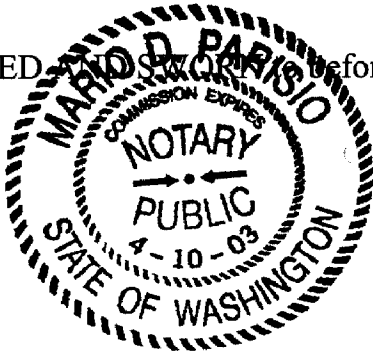
5. at _____
6. the _____
7. by _____
8. No. _____
9. Seal/stamp: _____
10. Signature: _____

GRANTEE:

F. Paul Carlson

F. Paul Carlson

SUBSCRIBED AND SWORN to before me this 26th day of August, 2002.



Mario D. Parisio

MARIO D. PARISIO (print notary's name)

Notary Public in and for the State of
Washington, residing at Tacoma

My commission expires: 4-10-03

Bruce McFadden

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2002.

(print notary's name)

Notary Public in and for the State of
Washington, residing at _____

My commission expires: _____

APOSTILLE

(Convention de La Haye du Oct. 5, 1961)

1. Country: _____

This public document

2. has been signed by _____

3. acting in capacity of _____

4. bears the seal/stamp of _____

Certified

5. at _____

6. the _____

7. by _____

8. No. _____

9. Seal/stamp: _____

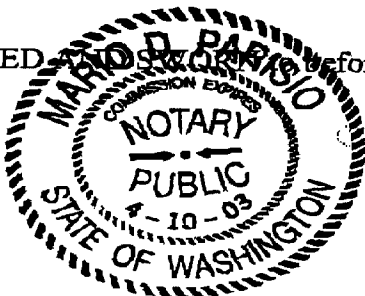
10. Signature: _____

GRANTEE:

F. Paul Carlson

F. Paul Carlson

SUBSCRIBED AND SWORN to before me this 26th day of August, 2002.



Mario D. Parisio
 MARIO D. PARISIO (print notary's name)
 Notary Public in and for the State of
 Washington, residing at Talena
 My commission expires: 4-10-03

Bruce McFadden
 Bruce McFadden

SUBSCRIBED AND SWORN to before me this 29th day of August, 2002.



Mario D. Parisio
 MARIO D. PARISIO (print notary's name)
 Notary Public in and for the State of
 Washington, residing at Talena
 My commission expires: 4-10-03

APOSTILLE

(Convention de La Haye du Oct. 5, 1961)

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3. acting in capacity of _____
4. bears the seal/stamp of _____

Certified

5. at _____
6. the _____
7. by _____
8. No. _____
9. Seal/stamp: _____
10. Signature: _____

1292466.1

- 7 -

1292466.1

- 8 -

SCHEDULE A

U.S. PATENTS

Reg. No.	Description	Filing Date
5,472,771	Method for adhering a flexible fibrous sheet to a semi-rigid thermoplastic resinous sheet and products relating thereto.	December 5, 1995
5,660,916	Method for adhering a flexible fibrous sheet to a semi-rigid thermoplastic resinous sheet and products relating thereto.	August 2, 1997
5,851,637	Method for adhering a flexible fibrous sheet to a semi-rigid thermoplastic resinous sheet and products relating thereto.	December 22, 1998

GRANT OF SECURITY INTEREST IN PATENTS

This Agreement ("Security Agreement") is made this 26th day of August, 2002, by and between F. PAUL CARLSON and BRUCE McFADDEN (collectively, the "Grantee"), with a mailing address of c/o Mario D. Parisio, Williams, Kastner & Gibbs, PLLC, 1301 A Street, Suite 900, Tacoma, Washington 98402, and BARRETT ENCLOSURES, INC., a Washington corporation, and B.E. HOLDINGS LLC, a Washington limited liability company (collectively, the "Grantor") with a mailing address of 1116 W. Ewing St., Seattle Washington 98119.

WHEREAS Grantor is the owner of all or a portion of the right, title and interest in and to the United States patents listed in Schedule A attached hereto and made a part hereof, the inventions described therein, all rights associated therewith and all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof (collectively "Patents"); and

WHEREAS Grantor wishes to convey to Grantee a security interest in the Patents as security for the Obligations of the Grantor as defined in the Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending for the Grantor and the Grantor's successors and assigns to be legally bound hereby, the parties hereby agree as follows:

SECTION 1. Assignment. Grantor does hereby convey over Grantee and its successors, transferees and assigns, a security interest and to all of the Grantor's present and future right, title and interest in the Patents; and such transfer, assignment and conveyance is hereby accepted by Grantee.

SECTION 2. Representations and Warranties. Grantor covenants, warrants and represents to and for the benefit of Grantee that:

2.1 Apart from any obligations under the Security Agreement (a) Grantor's right, title and interest in and to the Patents is unencumbered and is owned by Grantor free and clear of any liens, charges, encumbrances and licenses and (b) Grantor has not encumbered, assigned, licensed or granted, and is under no obligation to encumber, assign, license or grant an interest in any of the Patents; and

2.2 Grantor has the full right and power to enter into this agreement and to perform its terms and has entered and will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants herein contained.

SECTION 3. Further Assurances. Grantee agrees to promptly release and reassign to Grantor, without any representation, warranty or recourse, the entire unencumbered right, title,

and interest in and to Patents granted to it hereunder, or such interests therein as may remain following the exercise of remedies, at such time as all Obligations as defined in the Security Agreement have been paid in full. Grantee further agrees to cooperate fully and to execute such documents and take such actions, all at the expense of the Grantor, as are necessary or expedient to effect such reassignment in a prompt and efficient manner.

SECTION 4. Maintenance of Patents. Notwithstanding this Agreement, Grantor agrees to use its best efforts at its own expense to maintain the Patents in force, and, as to any of the Patents that have yet to issue, to secure the issuance of letters patent thereon. Subject to the grant back to Grantor in Section 5, Grantee will not transfer, convey, assign, encumber or license the Patents in whole or in part, except as part of a foreclosure after an occurrence or during the continuance of an Event of Default (as such term is defined in the Security Agreement). Grantor shall not, without Grantee's prior written consent in each instance, abandon or allow to lapse or restrict or allow to be restricted in scope any of the Patents or enter into any agreement, including, without limitation, any sub-license agreement, which is inconsistent with Grantor's obligations under this Agreement, in each case if such action or omission (individually or together with all other such actions and omissions actually occurring) could reasonably be expected to materially impair the value of the Patents taken as a whole or the benefits to Grantee of this Agreement, including, without limitation, the assignment granted herein or the remedies of Grantee hereunder; provided that, in the event the Patents are subject to re-examination proceedings (whether initiated by Grantor or a third party) or enforcement action is taken with respect to the Patents, Grantor's obligations under this sentence shall be limited to using its best efforts to avoid the narrowing or invalidation of the rights granted under the Patents. Grantor further agrees that it will not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which is intended to adversely affect the validity or enforceability of the rights transferred to Grantee hereunder, and shall use its best efforts to prevent its enforcement or defense of the rights granted under the Patents from adversely affecting such rights. Any agreement or action in contravention of the foregoing if it shall take place shall be null and void and of no effect whatsoever.

SECTION 5. Rights of Grantor. Subject to Grantee's security interest in the Patents under the Security Agreement and as set forth herein, Grantee hereby acknowledges Grantor's right, without representation, warranty or recourse, express or implied, to make use of the Patents, with full rights to license in the ordinary course of business, to practice the Patents and to make, have made, use and sell products according to the Patents. Provided that, Grantor shall not enter into any license of, or grant any third party any rights with respect to, the Patents without the express written consent of Grantee, which consent shall not be unreasonably withheld. Provided further that, in no event shall any licensee or any third party acquire rights senior to those of Grantee hereunder without the express written agreement of Grantee to subordinate its interest hereunder. Grantor agrees to indemnify and hold harmless Grantee from any and all claims, liabilities, obligations, fees and costs, including, without limitation, actual attorneys fees and legal costs, that are reasonably incurred by Grantee and that arise as a result of Grantee's being joined to litigation arising out of any use of the Patents by Grantor, or from Grantor's acts or omissions in connection with this Agreement, the Patents or Grantor's right, title or interest in or for the Patents. Grantee shall provide all necessary assistance and authority

to Grantor, at Grantor's expense, in connection with any of the circumstances described in the preceding sentence. Grantor will conduct all steps or proceedings in connection with such defense and as required to settle or defend all indemnified claims. Grantee will have the right to employ separate counsel, at Grantee's expense, and to monitor and participate in Grantee's defense. Grantor shall bear all expenses in connection with the filing, prosecution and maintenance activities undertaken by it with respect to the Patents, and Grantor agrees to indemnify and hold harmless Grantee for any costs incurred by Grantee in prosecuting and maintaining the Patents. Grantee shall have no involvement in nor obligation to review or monitor any sublicensees of the Patents and, as such, shall have no liability to any third person for any misuse of the Patents or infringement of any other patents by Grantor or by any sublicensees of the Patents, or by any joint venturers, affiliates or related persons of the Grantor.

SECTION 6. Lender's Remedies. In the event of Grantor's default under the lending agreements secured by the security interest granted hereunder, Grantee shall have the rights to foreclose on the Patents pursuant to the procedures set forth for foreclosure under Article 9 of the Uniform Commercial Code of Washington. In the event of foreclosure, Grantee shall have the absolute right, in its sole discretion, to assume and affirm any license agreement to which Grantor is a party with respect to the patents, or to reject, disaffirm, and set aside any such agreement. Provided that, Grantor shall have the right to continue to practice the Patents on a non-exclusive basis, subject to payment of royalties at the rate of \$10 per window produced.

SECTION 7. No Waiver. No course of dealing between Grantor and Grantee, nor any failure to exercise any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

SECTION 8. Severability. The provisions of this Assignment are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of the Patent Assignment in any jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Washington to the extent it is not preempted by the laws of the United States.

SECTION 9. Modification. This Agreement is subject to modification only by a writing signed by the parties.

SECTION 10. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing herein shall limit the rights of the Grantee to assign or otherwise transfer its rights under the Security Agreement or the Obligations to any other person or entity in accordance with the terms of the Security Agreement or the Obligations, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Grantee herein or otherwise.

IN WITNESS WHEREOF, the duly authorized officers of Grantor and Grantee have executed this Agreement.

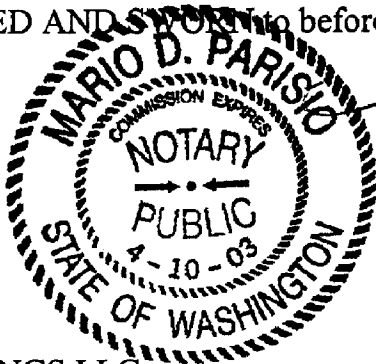
ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.

[SIGNATURES ON NEXT PAGES]

GRANTOR:
BARRETT ENCLOSURES, INC.

By: Mike Sofie
Name: Mike Sofie
Title: President

SUBSCRIBED AND SWORN to before me this 26 day of August, 2002.



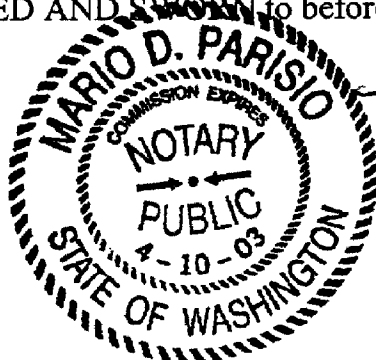
Mario D. Parisio
MARIO D. PARISIO (print notary's name)

Notary Public in and for the State of
Washington, residing at Tacoma
My commission expires: 4-10-03

B.E. HOLDINGS LLC

By: Mike Sofie
Name: Mike Sofie
Title: Managing Member

SUBSCRIBED AND SWORN to before me this 26 day of August, 2002.



Mario D. Parisio
MARIO D. PARISIO (print notary's name)

Notary Public in and for the State of
Washington, residing at Tacoma
My commission expires: 4-10-03

APOSTILLE

(Convention de La Haye du Oct. 5, 1961)

1. Country: _____
- This public document
2. has been signed by _____
3. acting in capacity of _____
4. bears the seal/stamp of _____

Certified

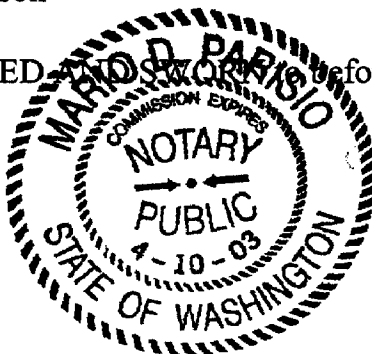
5. at _____
6. the _____
7. by _____
8. No. _____
9. Seal/stamp: _____
10. Signature: _____

GRANTEE:

F. Paul Carlson

F. Paul Carlson

SUBSCRIBED AND SWORN to before me this 26th day of August, 2002.



Mario D. Parisio

MARIO D. PARISIO (print notary's name)

Notary Public in and for the State of
Washington, residing at Tacoma

My commission expires: 4-10-03

Bruce McFadden

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2002.

(print notary's name)

Notary Public in and for the State of
Washington, residing at _____

My commission expires: _____

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(Convention de La Haye du Oct. 5, 1961)

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4. bears the seal/stamp of _____

Certified

5. at _____

6. the _____

7. by _____

8. No. _____


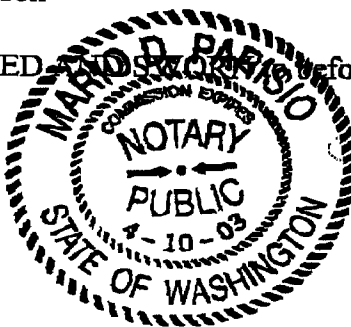
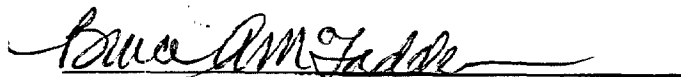
9. Seal/stamp: _____

10. Signature: _____


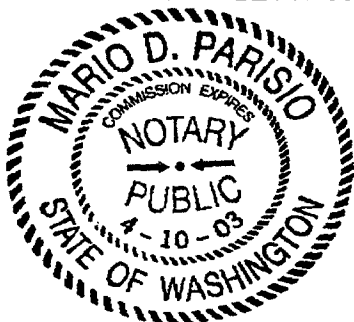
GRANTEE:



F. Paul Carlson

SUBSCRIBED AND SWORN to before me this 26th day of August, 2002.
MARIO D. PARISIO (print notary's name)Notary Public in and for the State of
Washington, residing at Tacoma
My commission expires: 4-10-03

Bruce McFadden

SUBSCRIBED AND SWORN to before me this 29th day of August, 2002.
MARIO D. PARISIO (print notary's name)Notary Public in and for the State of
Washington, residing at Tacoma
My commission expires: 4-10-03

APOSTILLE

(Convention de La Haye du Oct. 5, 1961)

1. Country: _____
- This public document
2. has been signed by _____
3. acting in capacity of _____
4. bears the seal/stamp of _____
5. at _____
6. the _____
7. by _____
8. No. _____
9. Seal/stamp: _____
10. Signature: _____

Certified

SCHEDULE A**U.S. PATENTS**

Reg. No.	Description	Filing Date
5,472,771	Method for adhering a flexible fibrous sheet to a semi-rigid thermoplastic resinous sheet and products relating thereto.	December 5, 1995
5,660,916	Method for adhering a flexible fibrous sheet to a semi-rigid thermoplastic resinous sheet and products relating thereto.	August 2, 1997
5,851,637	Method for adhering a flexible fibrous sheet to a semi-rigid thermoplastic resinous sheet and products relating thereto.	December 22, 1998