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ARAKAWA

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AGREEMENT

This Agreement, effective as of the 16th day of December, 2002, by and between ARAKAWA & CO., LTD., a corporation of Japan, having a place of business at 17-1, Nishi-Waseda 1-Chome, Shinjuku-ku, Tokio 169, Japan. (hereinafter referred to as "LICENSOR") and ARAKAWA HANGING SYSTEMS USA, INC., a corporation of the State of Oregon having a place of business at 1020 SE Harrison, Portland, OR 97214 U.S.A. (hereinafter referred to as "LICENSEE").

A311-2.000

RECITALS

LICENSOR is the owner of the entire right, title, and interest in United States Patent No. 5,417,400 (the '400 Patent) entitled "Wire Holder" issued on May 23, 1995 and having a filing date of November 18, 1991;

LICENSOR and LICENSEE have entered into an exclusive distribution agreement for the United States, wherein LICENSEE is the exclusive distributor of products sold in the United States under the '400 Patent;

It is in the mutual interest of both parties to protect the United States market against infringement activity under the '400 Patent;

THEREFORE, in consideration of the premises herein and other good and valuable consideration, receipt of which the parties hereby acknowledge, the parties hereto agree as follows:

AGREEMENT AND POWER OF ATTORNEY

ARAKAWA HANGING SYSTEMS USA, INC, as exclusive licensee and/or distributor for the United States market, shall have power to institute and prosecute at its own expense suits for Infringement of the '400 Patent and, if required by law, LICENSOR agrees to join as party plaintiff in such suits. All expenses in such suits will be borne entirely by LICENSEE. In the event LICENSEE exercises the right to sue an infringer, herein conferred, it shall have the right to receive and retain all monetary damages or other forms of recovery, without accounting to LICENSOR. In such event, LICENSEE shall have exclusive right to settle, negotiate settlement, or otherwise resolve all disputes.

To effect the foregoing mutual interest recited herein, LICENSOR grants LICENSEE, to the extent permissible under all applicable laws, full power to execute documents on behalf of LICENSOR, and otherwise do and perform every act whatsoever requisite and convenient to be done in the assertion and enforcement of all rights under the '400 Patent fully as LICENSOR could do if personally present or represented. LICENSOR hereby ratifies all such acts that LICENSEE shall do, or cause to be done, by virtue hereof

Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining part or provision shall not be affected by such holdings. In the event of such unenforceability or conflict, the parties shall immediately renegotiate, in good faith, the offending parts of the Agreement.

This Agreement shall be construed, interpreted and applied in accordance with and governed by the laws of the State of Oregon.

ARAKAWA & CO., LTD

ARAKAWA HANGING
SYSTEMS USA INC

By: Hideo Arakawa
Dr. Hideo Arakawa
Title: President
Date: ~~December~~ JANUARY 15 2003 ~~2002~~ Arakawa

By: Howard Slough
Dr. Howard Slough
Title: President
Date: December 6th, 2002

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