Form PTO-3595 RECORDATION FORM (Rev. 10/02) PATENT		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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To the Honorable Commissioner of Patents and Trademarks:	Please record the attach	ed original documents or copy thereof.
Name of conveying party(ies): Arakawa & Co., Ltd.	Name: Arakaw	ress of receiving party(ies) va Hanging Systems USA, Inc.
Additional name(s) of conveying party(ies) attached? Yes V No		
3. Nature of conveyance:		
 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ✓ Other License Agreement 	Street Address	- 1020 SE Harrison
V Oulei	City: Portland	State: OR Zip: 97214
12/16/2002 Execution Date:	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 appli A. Patent Application No.(s) Additional numbers at	B. Patent No.(s	5,417,400
Name and address of party to whom correspondence concerning document should be mailed:		applications and patents involved:
Name: Bradley M. Ganz	7. Total fee (37-CF	=R 3.41)\$_40.00
Internal Address:	Enclosed	
	Authorized	to be charged to deposit account
Street Address: Ganz Law, P.C. P.O. Box 10105	8. Deposit accour	nt number:
City: Portland State: OR Zip: 97296		
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9, Signature.	_	
Bradley M. Ganz Name of Person Signing Total number of pages including cov	Signature	July 2, 2003 Date

Mail documents to be recorded with required cover sheet Information to: Commissioner of Patents & Trademarks, Box Assignments Washington, D.C. 20231 01/20/2003 10:48

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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").

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 writte hereof

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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

Dr. Hideo Arakawa

Title: President

2003 TANURY 15

Date: December

RECORDED: 07/02/2003

pr. Howard Slough Title: President

Date: December 6th, 2002

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