

RECC

05-06-2003

Attorney Docket  
No.: 10660-108US

5-5-03

102440529

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

## 1. Name of conveying party(ies):

**DBK España, S.A.**  
Argenters 2-4-8 Edif 3C/P  
Parc Tecnològic del Vallès  
08290 Cerdanyola del Vallès  
Barcelona, SPAIN

## 2. Name and address of receiving party(ies):

**Reckitt Benckiser (UK) Limited**  
103-105 Bath Road  
Slough, Berkshire SL1 3UH  
ENGLAND

## 3. Nature of conveyance:

☐ Assignment ☐ Merger  
☐ Security Agreement ☐ Change of Name

☒ Other: Exclusive Patent License Agreement

Execution Date: September 4, 2001

## 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: &amp;@

## A. Patent Application No.(s):

B. Patent No.(s): 6,285,830 B1Additional numbers attached? ☐ Yes ☒ No

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

**Martin G. Belisario, Esquire**  
**AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.**  
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## 6. Total number of applications and patents involved: [1]

7. Total fee (37 C.F.R. 3.41) Cal. 1 x \$40.00 = \$ 40.00

☒ Check enclosed  
☐ Authorized to be charged to deposit account

8. Deposit account number: 50-1017

(Billing No.: 210660.0108)

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## 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.*

Martin G. Belisario  
Name of Person Signing  
Registration No.: 32,886

Signature

Date

April 29, 2003

Total number of pages including cover sheet, attachments and document: [5]

## EXCLUSIVE PATENT LICENSE AGREEMENT

This Patent License Agreement (the "License Agreement") effective September 4, 2001 is entered into by an agreement between **DBK España S.A.**, a corporation registered in Spain having an address of Argenters 2-4-8 Edif 3C/P, Parc Tecnològic del Vallès, 08290 Cerdanyola del Vallès, Barcelona (hereinafter, "DBK") and **Reckitt Benckiser (UK) Limited**, a corporation registered in England and Wales having an address of 103-105 Bath Road, Slough, Berkshire SL1 3UH, England (hereinafter, "RB").

WHEREAS, DBK is the owner of U.S. Patent No. 6,285,830 B1 and various foreign patents related thereto (the "Licensed Patents"); and

WHEREAS, effective September 4, 2001 DBK granted an exclusive license under the Licensed Patents to RB and the parties hereto wish to memorialize the Agreement;

WHEREAS, RB effective September 4, 2001 was granted the exclusive right to use, market or have marketed distribute or have distributed, import, sell, offer for sale, have sold or otherwise dispose of certain products incorporating the invention claimed in the Licensed Patents on the terms and subject to the conditions set forth herein.

NOW THEREFORE: for one dollar and other good and valuable consideration, the receipt of which is hereby acknowledged the parties, intending to be legally bound hereby, agree as follows:



### ARTICLE I - DEFINITIONS

Definitions. As used in this License Agreement, the following definitions shall apply unless the context requires otherwise:

1.1 "Affiliate(s)" means, in relation to either party hereto, (a) any entity in which the relevant party directly or indirectly holds more than 50% of the voting stock or power, (b) any entity ("Holding Entity") which holds directly or indirectly more than 50% of the voting stock or power of the relevant party, (c) any other entity in which more than 50% of the voting stock or power is directly or indirectly held by any Holding Entity of the relevant party or (d) any entity in which the relevant party directly or indirectly holds less than 50% of the voting stock or power but has management control of such entity or to appoint operating officers in that it has the ability to appoint and remove the majority of the Board of Directors (or other governing body) of such party.

1.2 "Licensed Products" means electrically operated base units manufactured in accordance within the scope of at least one claim of the Licensed Patents to be used as air-care devices in conjunction with the refills to deliver a fragrance to ambient air including any improvements thereto and/or modifications thereof.

1.3 "Licensed Patent(s)" means U.S. Patent No. 6,285,830 B1 and any and all foreign counterparts relating thereto.

1.4 "Territory" means all countries of the world in which RB conducts business including the United States, its territories, possessions and Puerto Rico.

## ARTICLE 2 – LICENSE GRANT

2.1 License Grant. DBK makes the following grant of rights to RB:

(a) DBK hereby confirms effective September 4, 2001 the grant to RB and its Affiliate(s) of an exclusive license under the Licensed Patents to use, market or have marketed, distribute or have distributed, import, sell, offer for sale, have sold or otherwise dispose of the Licensed Products in the Territory. For the avoidance of doubt, DBK retain the exclusive right to manufacture the Licensed Products.

(b) RB shall have the right to grant exclusive sublicenses to its Affiliate(s) throughout the Territory without approval from DBK. The sublicenses may include the right to sue under the Licensed Patent and to seek and recover damages for post infringement of the Licensed Patents.

#### ARTICLE 4 – TERM AND TERMINATION

4.1 This License Agreement is to be effective on September 4, 2001 upon execution by the parties and unless terminated by either party as provided for herein shall continue in full force and effect until the expiration of the Licensed Patents.

4.2 Either party may terminate this License Agreement should the other party commit an act of bankruptcy, be declared bankrupt, voluntarily file or have filed against it a petition for bankruptcy or reorganization unless such petition is dismissed within sixty (60) days of filing, enter into a procedure of winding up to dissolution or should a Trustee or Receiver be appointed for its business assets or operation.

4.3 So long as the Licensed Patents is not involved in litigation in the Territory, DBK may terminate this License Agreement without cause upon sixty (60) days' written notice to RB.

10.8 The headings used herein are for the convenience of the parties and shall not be used in the construction of the License Agreement.

IN WITNESS WHEREOF, both parties have caused this License Agreement to be executed by duly authorized representatives as of the date written first written above.

Date:

For: **DBK Espana SA**

Name:

Title:

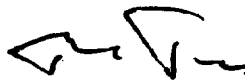
  
\_\_\_\_\_  
Jose M. Zúñiga  
CFO

Date:

For: **Reckitt Benckiser (UK) Limited**

Name:

Title:

  
\_\_\_\_\_  
Simon G. G. G.  
Country Lead, Reckitt  
Benckiser P.L.C.