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Box Assignments

**Commissioner of Patents and Trademarks
Washington, D.C. 20231**

☐ Express Mail No. _____

☐ Certified Mail

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

1. Name of conveying party(ies):
Hawkindale, Inc.
251 Camp Brook Road
Alstead, NH 03602

2. Name and address of receiving party(ies):
Name: Rees H. Acheson
251 Camp Brook Road
Alstead, NH 03602

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of Conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Agreement to Terminate Patent License

Execution Date: November 18, 2002

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)

4,687,899	4,873,419	4,892,990
4,952,769	5,298,710	5,558,268

Additional numbers attached?

☐ Yes ☒ No

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

Bourque & Associates, P.A.
835 Hanover Street, Suite 301
Manchester, NH 03104

WHITE-02001

6. Total number of applications and patents involved: ☐

7. Total fee (37 CFR 3.41):\$ 240.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

02-3285

(Attach duplicate copy of this page if paying by deposit account)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing is true and correct and any attached copy is a true copy of the original document.

Daniel J. Bourque, Esquire
Name of Attorney of Record
Attorney Registration No. 35,457

Signature

Date

6-27-03

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

AGREEMENT
TO
TERMINATE PATENT LICENSE

THIS AGREEMENT TO TERMINATE PATENT LICENSE (the "Agreement") dated the 18th day of November, 2002 (the "Effective Date"), by and between **REES H. ACHESON** of 251 Camp Brook Road, Alstead, New Hampshire 03602 (referred to herein as "Acheson") and **HAWKINDALE, INC. (formerly known as Bortech Corporation)**, a New Hampshire corporation with an address of 251 Camp Brook Road, Alstead, New Hampshire 03602 (referred to herein as "Hawkindale").

W I T N E S S E T H:

WHEREAS, Acheson is the owner of certain patents, a list of which is attached hereto as Exhibit A (the "Patents");

WHEREAS, Acheson granted to Hawkindale the exclusive right to exploit the Patents under an Exclusive License to Exploit Patent agreement between Acheson and Hawkindale, dated July 25, 1989 (the "Original Patent License"); in 1996 the Original Patent License was purportedly amended in its entirety, restated, and superceded by an Exclusive License to Exploit Patent agreement between Acheson and Hawkindale (the "Amended Patent License"), which Amended Patent License was never signed by the parties thereto; and the terms of the Original Patent License (as modified by the Amended Patent License) have been amended (including amendments which have been discussed and agreed verbally) by the parties (the Original Patent License, the Amended Patent License and all amendments, restatements, or other modifications, whether written or oral, to any of the foregoing are referred to herein as the "License Agreement"); and

WHEREAS, Hawkindale is selling substantially all of its assets to BTC Acquisition Corporation (to be known as Bortech Corporation), and in a related transaction, Acheson is selling the Patents to BTC Acquisition Corporation under an Intellectual Property Purchase Agreement, and prior to the transfer of the Hawkindale assets and the Acheson Patents, it is necessary that the License Agreement be terminated, as set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the following mutual promises, the receipt and sufficiency of which consideration the parties acknowledge, the parties confirm and agree as follows.

1. Acheson and Hawkindale agree that the License Agreement is the only agreement between the parties relating to the use and exploitation of the Patents. Acheson further represents and confirms that Acheson has not transferred to any party (other than previously assigned to Hawkindale and reassigned to Acheson by Hawkindale) any rights in or to the Patents, and that he has all right, title and interest in and to the Patents, except for the rights that Acheson had granted to Hawkindale in accordance with the License Agreement.

2. Acheson and Hawkindale agree that the License Agreement is terminated and cancelled in its entirety, which termination shall be effective as of the Effective Date immediately prior to the Asset Purchase Agreement becoming effective, and Acheson and Hawkindale waive all rights and claims related to the Patents under the License Agreement.

3. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire, without regard for its conflicts of law provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and undertakings, whether written or oral, between the parties regarding such matters. This Agreement may be executed in two (2) or more counterpart copies, each of which shall be deemed an original, but all of such copies together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK – SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE FOR
AGREEMENT TO TERMINATE PATENT LICENSE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf, all as of the Effective Date.

Witness

REES H. ACHESON

Witness

HAWKINDALE, INC.

By:

Tedd H. Benson, President
Duly authorized

EXHIBIT A

The Patents

U.S. ISSUED

Patent No.

4,687,899

4,873,419

4,892,990

4,952,769

5,298,710

5,558,268

U.S. PENDING

Docket No.

Serial No.

Title

Inventors

NONE