

07-02-2003



Form PTO-1595  
(Rev. 10/02)

REC

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

OMB No. 0651-0027 (exp. 6/30/2005)

102487329

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Thomas E. Rauls

6.30.03

2. Name and address of receiving party(ies)

Name: PCI Group, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2153 E. Cedar Street, Suite 6

City: Tempe State: AZ Zip: 85281

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

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other Non-exclusive license

Execution Date: 06/03/2003

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) 6,156,833

Additional numbers attached?  Yes  No

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

Name: Frank J. McGue

Internal Address: \_\_\_\_\_

Street Address: 10801 N. 32nd Street, #5

City: Phoenix State: AZ Zip: 85028

6. Total number of applications and patents involved:

7. Total fee (37 CFR 3.41).....\$ 40

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

FINANCE SECTION

DO NOT USE THIS SPACE

9. Signature.

Frank J. McGue (Reg. 33422)

Name of Person Signing

Signature

06/27/2003

Date

Total number of pages including cover sheet, attachments, and documents: 4

07/02/2003 ECOPER 0000006 6156833

01 FC:802i

40.00 DP

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

PATENT  
REEL: 014215 FRAME: 0604

## NON-EXCLUSIVE LICENSE

### PARTIES

LICENSOR: Thomas E. Rauls, an individual residing in Arizona

LICENSEE: PCI Group, Inc. , an Illinois corporation

WHEREAS, Licensor represents that he is the named inventor and sole and exclusive owner, by assignment executed concurrently herewith, of U.S. Patent No. 6,156,833 entitled "EMULSIFICATION OF NON-AQUEOUS CHEMICAL ADDITIVES USING SOY METHYL ESTER AS THE CARRIER" which issued on December 5, 2000 (hereinafter "the Patent") ;

WHEREAS, Licensee and Licensor are parties to an action entitled *Thomas Rauls v. PCI Group, Inc.*, No. CV2002-009832 in the Maricopa County Superior Court, and the parties are concurrently herewith settling this litigation;

WHEREAS, Licensee desires to obtain a license, and Licensor desires to grant a license under the Patent;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between the parties hereto as follows:

1. DEFINITION. The term PRODUCTS shall mean products of Licensee and improvements thereto covered under the Patent.

#### 2. PATENT LICENSE.

- 1) Licensor hereby grants to Licensee a non-exclusive license to manufacture, use, sell and offer to sell products covered under the Patent in the United States, its territories and possessions for the life of the Patent, the right to use extending to Licensee's customers.
- 2) Licensor is aware that Licensee contracts with manufacturers to have the Products manufactured and then sells the resultant Products to consumers. Licensor specifically agrees that this license extends to such manufacturers and those Products made on behalf of Licensee by such manufacturers.
- 3) Licensor is aware that Licensee provides customers of the Products with information relating to use of same in various products. Licensor specifically agrees that this license extends to providing such information to said customers and to such customers use of the information.

3. **COMPENSATION.** No royalty shall be due for use of the Patent in accordance with this Non-Exclusive License. The Parties agree that good and valuable consideration exists under the various agreements entered into between the Parties on this date.

4. **TERM.** This Agreement shall be effective as of the date of execution by both parties and shall expire upon expiration of the Patent.

5. **MARKING.** Licensee agrees to mark all Products sold or otherwise disposed of under this license with the words "U.S. Patent No. 6,156,833". Licensee agrees that it will not mark any product with the words "U.S. Patent No. 6,156,833" unless the product is covered under the claims of the Patent.

6. **MAINTENANCE FEES.** Licensor will bear the cost of maintaining the Patent.

7. **INFRINGEMENT.** If either party believes that the Patent is infringed, it shall communicate the details to the other party. Licensor shall thereupon have the right, but not the obligation, to take whatever action it deems necessary, including the filing of lawsuits, to protect the rights of the parties to this Agreement and to terminate such infringement. Licensee shall cooperate with Licensor if Licensor takes any action, but all expenses of Licensee shall be borne by Licensor. If Licensor recovers any damages or compensation for any action it takes hereunder, Licensor shall retain such damages.

8. **ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties. This Agreement may be neither assigned nor transferred, either in whole or in part, by Licensee without the written consent of Licensor.

9. **SEVERABILITY.** If any provision of this Agreement is found or deemed by a court of competent jurisdiction to be invalid or unenforceable, it shall be considered severable from the remainder of this Agreement, and shall not cause the remainder to be invalid or unenforceable. In such Event, the Parties agree to negotiate in good faith to amend this Agreement to replace such stricken provision with a valid and enforceable provision which comes as close as possible to expressing the intent of the stricken provision.

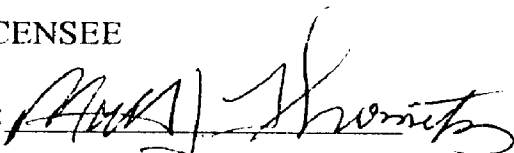
10. **JURISDICTION.** This Agreement shall be interpreted under the laws of the State of Arizona. All disputes shall be resolved in the applicable state or federal courts of the State of Arizona. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

11. **WAIVER.** The waiver of a breach of any provision of this Agreement may be effected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.

12. ALTERATION. This Agreement may be altered only by a writing executed by both parties.

13. SIGNATURES. The terms and conditions herein constitute the entire agreement between the parties and shall supersede all previous agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. The parties, having carefully read this Agreement and having consulted or have been given an opportunity to consult counsel, have indicated their agreement to all of the above terms by signing this Agreement. Each signatory hereto represents that it is authorized to sign this Agreement on behalf of the Party for whom it purports to sign. Licensee and Licensor each have a fully executed counterpart of this Agreement with both Licensor's and Licensee's original signatures thereon.

LICENSEE

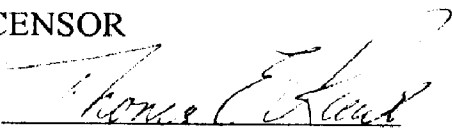
By: 

Title: PRESIDENT

Date: 6/2/03

PCI Group, Inc.

LICENSOR

By: 

Date: 6/3/03

Mr. Thomas E. Rauls