

FORM PTO-1595 (modified)

(Rev 6-93)

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10-29-2003



U.S. DEPARTMENT OF COMMERCE

ET

Patent and Trademark Office

To the Director of the United States Patent and Trademark Office

102586520

and original documents or copies thereof.

1. Name of conveying party(ies):

VON ARDENNE ANLAGENTECHNIK GMBH  
Plattleite 19/29  
01324 Dresden, Germany



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

BEKAERT VDS, n.v.  
E3 laan 75/79  
9800 Deinze, Belgium

Additional conveying party(ies) NO

3. Nature of conveyance:

DOCUMENT EVIDENCING THE EXISTENCE OF A  
SUPPLY AND LICENSE AGREEMENT

Execution Date:

March 28, 2002

Additional name(s) & address(es) attached? NO

4. Application number(s) or patent number(s):

If this is being filed together with a new application, the execution date of the application is:

A. Patent Application Number(s):

B. Patent Number(s):

5,814,195

Additional numbers attached? NO

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

Glenn Law  
FOLEY & LARDNER  
Washington Harbour  
3000 K Street, N.W., Suite 500  
Washington, D.C. 20007-5143

6. Total number of applications/patents involved: 1

7. Total fee (37 C.F.R. § 3.41): \$40.00

Check Enclosed

Charge to deposit account

8. Deposit account number: 19-0741

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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. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account.

Glenn Law

October 23, 2003

Name of person signing

Signature

Date

Total number of pages including cover sheet, attachments, and document: 14

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## SUPPLY AND LICENSE AGREEMENT

THIS AGREEMENT is made and entered into on 28 March 2002, by and between

### VON ARDENNE ANLAGENTECHNIK GMBH

a company organized and existing under the laws of Germany and having its registered office at Plattleite 19/29, 01324 Dresden, Germany

("VA")

and

### BEKAERT VDS, n.v.

a company organized and existing under the laws of Belgium and having its registered office at E3 laan 75/79, 9800 Deinze, Belgium

("VDS")

### WITNESSETH

WHEREAS, VDS is engaged in the manufacture and the sale of components of sputter hardware, and VA is engaged in the manufacture and the sale of vacuum coating equipment amongst which glass coating equipment ;

WHEREAS, VDS desires to sell certain components of sputter hardware to VA ;

WHEREAS, VA desires to purchase certain components of sputter hardware for use in glass coating equipment ; and

WHEREAS, VDS is desirous of obtaining a license under the Patent Rights (as defined hereinafter), and VA is willing to grant such a license to VDS ;

NOW, THEREFORE, the Parties agree as follows :

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Article 1. Definitions

When capitalized, the following terms shall have the following meanings for the purposes of this Agreement, unless the context clearly requires otherwise :

- 1.1. "Affiliate" of a party shall mean, at any time, any entity controlling, controlled by or under common control with such party. For purposes of this Agreement, "control" shall mean the direct or indirect ownership of more than 50 % (fifty per cent) of the voting capital of an entity.
- 1.2. "Contract Year" shall mean any of the successive 12 (twelve) months periods commencing on the effective date of the Agreement.
- 1.3. "End Block Set" shall mean an end block set for use in a glass coating line consisting of a supporting structure at each end of the target, means for supplying electrical power to the target, means for circulating cooling water in the target, means for sealing where necessary the connection of the different parts of the rotatable sputter magnetrons to each other and to the supporting structure, and driving means for properly rotating the target in the chamber.
- 1.4. "License" shall have the meaning set forth in Article 7.1. hereof.
- 1.5. "Net Sales Value" shall mean the amount of all invoices and credit notes issued by VDS to its customers in connection with sales of End Block Sets by VDS (the "Gross Sales Value"), exclusive of (collectively, the "Exclusions") :
  - (a) costs of packaging, if mentioned as a separate item on the sales invoice of the End Block Sets or if invoiced separately ;
  - (b) costs of carriage and insurance ;
  - (c) the amount of the duties, taxes and other official charges payable upon the sale, exportation or importation of the End Block Sets.
- 1.6. "Party" shall mean either VA or VDS, and "Parties" shall mean VA and VDS collectively.
- 1.7. "Patent Rights" shall mean patent n° US 5 814 195 and patent applications n° EP 0 822 996 and n° WO9634124 and any patent arising from such patent applications.
- 1.8. "Supply Provisions" shall mean the Articles 2, 3, 4, 5 and 6 of this Agreement.

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Article 7. License

- 7.1. VA hereby grants to VDS during the lifetime of the Patent Rights, unless this Agreement is terminated pursuant to Article 11.1. hereof, a world-wide non-exclusive, non-transferrable license with the right of sublicense to any Affiliate of VDS, to manufacture, use and sell under the Patent Rights (the "License").
- 7.2. During the term of the Supply Provisions (i.e. during the initial period and the renewal period(s)), the License shall be royalty free.
- 7.3. If after the expiration or termination of the Supply Provisions, VA does not order any End Block Set from VDS in any one Contract Year, or VDS does not supply any End Block Set to VA in any one Contract Year, VDS shall pay to VA in consideration of the License running royalties at the rate of \_\_\_\_\_ on the Net Sales Value of the End Block Sets sold and delivered by VDS or any Affiliate of VDS during that Contract Year to any third party other than:
- VA or any Affiliate of VA,
  - any Affiliate of VDS, or
  - Cardinal IG Company or any Affiliate of Cardinal IG Company.
- 7.4. The right to the royalties provided in Article 7.3. hereof shall accrue on the date VDS' respective invoice to its customer is paid.
- 7.5. No later than the last day of the first month following the Contract Year during

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which royalties were due to VA pursuant to Article 7.3. hereof, VDS will pay the aggregate amount of such royalties.

VA shall not claim or acquire the ownership of any patent, trademark or other proprietary right owned by VDS or any Affiliate of VDS and used in connection with the sale or use of End Block Sets.

VA shall immediately inform VDS upon becoming aware of any infringement of any such patent, trademark or other proprietary right owned by VDS or any Affiliate of VDS. VA shall reasonably assist VDS (including its Affiliates) at VDS' expense in the prosecution or abatement of any such infringement.

VA shall not, without VDS' prior written consent, use any word or term identical or similar to the trademarks or trade names used by VDS in connection with the End Block Sets.

VDS does not warrant that the sale or use of End Block Sets will not infringe patents, trademarks or other proprietary rights owned by third parties. VDS shall not be required to defend or to indemnify VA in respect of any claim by a third party alleging infringement or unfair competition.

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Article 11. Termination for cause

- 11.1. In the event : (a) that VDS shall breach or fail to comply with any provision of this Agreement, and such default shall continue for a period of 60 (sixty) days after the giving of written notice thereof by VA to VDS, specifying the default, or (b) the event that VDS shall be declared bankrupt or shall be the subject of a similar judicial decision affecting creditors generally, or that VDS shall enter into an assignment for the benefit of its creditors or shall be put into liquidation, or (c) that a major change shall occur in the direct or indirect control of VDS ; then, and in any one of such events, VA shall have the right to terminate this Agreement.
- 11.2. In the event : (a) that VA shall breach or fail to comply with any provision of this Agreement, and such default shall continue for a period of 60 (sixty) days after the giving of written notice thereof by VDS to VA, specifying the default, or (b) the event that VA shall be declared bankrupt or shall be the subject of a similar judicial decision affecting creditors generally, or that VA shall enter into an assignment for the benefit of its creditors or shall be put into liquidation, or (c) that a major change shall occur in the direct or indirect control of VA ; then, and in any one of such events, VDS shall have the right to terminate the Supply Provisions.

Article 12. Arbitration

In case of any dispute, controversy or difference which may arise between the Parties under or in relation to this Agreement, the Parties will negotiate in good faith so as to settle the matter in an amicable way. Should the Parties fail to reach such a settlement, the matter will then be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce, by 3 (three) arbitrators appointed in accordance with such Rules.

The arbitration shall be conducted in Brussels (Belgium) if VA is the requesting party, and in Dresden (Germany) if VDS is the requesting party. The language of the arbitration shall be English.

Article 13. Successors and assigns - sublicenses

This Agreement shall be binding upon and shall inure to the benefit of the Parties, their respective successors, and their Affiliates. Neither Party shall be entitled to assign or sublicense to any third party any of its rights or duties under this Agreement unless such assignment or sublicense shall be consented to in writing by the other Party.

Article 14. Waiver

No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

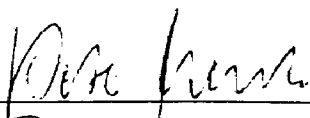
Article 15. Governing law

This Agreement shall be governed by and construed in accordance with German law with the exception of Conflict of Law rules.

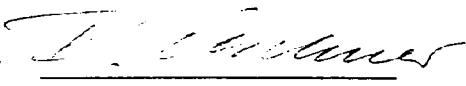
IN WITNESS WHEREOF, the Parties have executed 2 (two) original copies of this Agreement on the day and year first written above, each Party acknowledging receipt of one original copy.

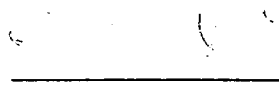
For VON ARDENNE  
ANLAGENTECHNIK GMBH

For BEKAERT VDS, n.v.

By   
PETER LENK  
PRESIDENT

By   
Carlos Loncke  
Director

By   
Eddy Demeyere  
Managing Director

By   
Eddy Demeyere  
Managing Director

*we*

Exhibit A

Price list of the End Block Sets that are sold and delivered during the period from 1 April  
2002 through 31 March 2004

Exhibit B  
Specifications of the End Block Sets

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RECORDED: 10/23/2003

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