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

2004 APR 15 PM 3:43

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FINANCE SECTION

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

1. Name of conveying party(ies): 4-15-04
Dainichiseika Color & Chemicals Mfg. Co., Ltd.

2. Name and address of receiving party(ies)
Name: CO2 Technologies Inc.
Internal Address: Suite 340

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Exclusive License Agreement

Street Address: 1501 50th Street

City: West Des Moines State: IA Zip: 50266

Execution Date: 10/10/2003 & 10/15/2003

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) 6,340,654

Additional numbers attached? Yes No

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

Name: Zarley Law Firm, P.L.C.

Internal Address: Suite 200

Street Address: Capital Square, 400 Locust St.

City: Des Moines State: IA Zip: 50309

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

TIMOTHY J. ZARLEY
Name of Person Signing

April 12, 2004
Date

Total number of pages including cover sheet, attachments, and documents: 5

04/16/2004 ECOOPER 00000031 6340654

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8021

40.00 DP

PATENT
REEL: 015209 FRAME: 0973

EXCLUSIVE LICENSE AGREEMENT

This Agreement entered into this 15 day of October, 2003, by and between DAINICHISEIKA COLOR & CHEMICALS MFG. CO., LTD., 7-6, Nihonbashi Bakuro-cho, 1-chome, Chuo-ku, Tokyo 103-8383, Japan, (hereinafter "Licensor"), and CO2 TECHNOLOGIES INC., 1501 50th Street, Suite 340, West Des Moines, IA 50266 US, (hereinafter "Licensee");

WHEREAS Licensor is the owner of United States Patent No. 6,340,654 (the '654 patent) entitled FRESHNESS-RETAINING AGENT AND METHOD FOR AGRICULTURAL/HORTICULTURAL PRODUCTS issued January 22, 2002; and

WHEREAS Licensee is desirous of obtaining an exclusive license to make, use, sell and otherwise utilize the inventions of the '654 patent in the United States of America (hereinafter "USA");

THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. Licensor grants to Licensee the exclusive license in the USA to market, make, use, sell or license the inventions described and claimed in the '654 patent as fully and completely as if Licensee owned the patent.
2. In exchange for said exclusive license, Licensee will pay an annual license fee of Sixty-Thousand Dollars (U.S.) (\$60,000) commencing upon the date that both parties fully execute this agreement, with the same amount being paid thereafter on each annual one year anniversary thereafter for the life of the

patent expiring September 8, 2020, with the last payment being pro-rated for the fractional portion of the last partial year, providing that this license remains in force and effect for such period of time and has not been terminated by its terms or by operation of law. Any royalty already paid by Licensee to Licensor shall not be refundable in any event.

A. Licensor has an option to obtain a non-exclusive royalty-free, non-transferable license under the '654 patent in the USA at any time after the second (2nd) anniversary of this agreement upon giving Licensee six (6) months advanced notice in writing.

B. To the extent that Licensor has or obtains foreign patent rights corresponding to the inventions of the '654 patent, and if Licensor chooses to license such foreign patent rights, Licensee shall have the right of first refusal to obtain a license under such foreign patents at the rate offered by any prospective third party licensee acceptable to Licensor.

3. In the event that, during this license agreement, a third party infringes the '654 patent, Licensee may at its discretion bring an infringement action against such infringer at its sole discretion and at its sole expense, and Licensor will not share in any proceeds resulting therefrom. Licensor agrees to allow its name to be used in such litigation, and will cooperate with Licensee in this case, but Licensee will compensate Licensor for its reasonable out-of-pocket expenses.

4. Licensor warrants that to its knowledge, the '654 patent is valid, and that it has the full right and authority to enter into this agreement.

5. This agreement is binding upon and will inure to the benefit of the heirs, successors, and assigns of the parties.

6. This agreement can be cancelled and terminated by Licensor upon failure of Licensee to pay license payments more than fifteen days after they are due.

7. All notices required or permitted under this agreement shall be sent with proper postage thereon to:

Dainichiseika Color & Chemicals Mfg. Co., Ltd.
c/o TAKAHASHI Osamu
7-6, Nihonbashi Bakuro-cho
1-chome, Chuo-ku, Tokyo 103-8383
Japan

CO2 Technologies, Inc.
c/o Mr. Wes Boldt
1501 50th Street, Suite 340
West Des Moines, IA 50266

8. This agreement shall be construed and governed by the laws of the State of Iowa, USA.

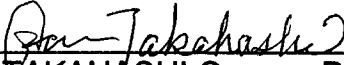
9. This agreement contains all the provisions and conditions of the understanding between the parties.

10. Licensor will pay all U.S.A. maintenance fees that accrue against the '654 patent.

11. The effective date of this agreement will be the date when both parties have signed below, and the last party signing shall enter the effective signing date at the first page of this agreement.

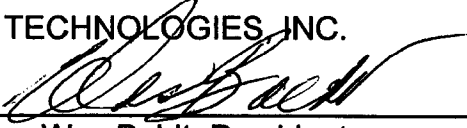
DAINICHISEIKA COLOR & CHEMICALS
MFG. CO., LTD.

Date: October 15, 2003.

by: 
Name: TAKAHASHI Osamu, President
Address: 7-6, Nihonbashi Bakuro-cho
1-chome, Chuo-ku, Tokyo 103-8383
Japan

CO2 TECHNOLOGIES, INC.

Date: October 10, 2003.

by: 
Name: Wes Boldt, President
Address: 1501 50TH Street, Suite 340
West Des Moines, IA 50266
USA