

7/1/04

06-06-2004



102757044

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent No. 5,143,266

Issued: September 1, 1992

Application No. 489,473

Filed: March 5, 1990

For: HARNESS

Date: May 26, 2004

RECORDAL COVER LETTER

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

1. Name of conveying party(ies): Execution Date:  
William L. Heckerman May 23, 1996  
  
Sourdough Creek, Inc. May 23, 1996

2. Name and address of receiving party(ies):  
Michaels of Oregon Co. May 23, 1996  
1710 Red Soils Court  
Oregon City, OR 97045

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

4. ☒ Patent No.: 5,143,266  
☐ This \_\_\_\_\_ is being filed concurrently with a new application.  
The execution date of the application is \_\_\_\_\_, 199\_.

5. Please direct all correspondence concerning this document to Kassim M. Ferris, at the following address:

Stoel Rives LLP  
900 SW Fifth Avenue, Suite 2600  
Portland, Oregon 97204-1268

6. Total number patents or applications involved: 1  
7. Total fee: \$40.00.

OFFICE OF PUBLIC RECORDS  
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FINANCE SECTION


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- ☒ A check for \$40.00 in payment of the recording fee is enclosed.  
☐ The \$40.00 fee for recording this assignment is included in the \$\_\_\_\_\_ check submitted in payment of the total fee.

8. ☐ Please charge our Deposit Account No. 19-4455 in the amount of \$\_\_\_\_\_.  
☒ The Commissioner is hereby authorized to charge any additional fees which may be required in connection with filing of these papers, or credit overpayment, to Account No. 19-4455.
9. The information contained on this transmittal letter is true and correct to the best of the knowledge and belief of the person signing below, and any attached copy is a true copy of an original document.

Respectfully submitted,

**Michaels of Oregon Co.**

By   
Kassim M. Ferris  
Registration No. 39,974

Number of pages comprising the conveyance, cover letter, and any attachments: 8

STOEL RIVES LLP  
900 SW Fifth Avenue, Suite 2600  
Portland, Oregon 97204-1268  
Telephone: (503) 224-3380  
Facsimile: (503) 220-2480  
Attorney Docket No.: 50838/500

## LICENSE AGREEMENT

THIS AGREEMENT, made this 23rd day of May, 1996, by and between William L. Herman, and Sourdough Creek, Inc., a Wyoming corporation, formerly known as Butler Corporation, whose address is 525 E. Golf Creek Ranch, Jackson, Wyoming 83001 (hereinafter collectively "Licensor"), and MICHAELS OF OREGON CO., an Oregon corporation, with place of business located at 7305 N.E. Glisan, Portland, Oregon 97213 (hereinafter "Licensee").

### WITNESSETH

WHEREAS, Licensor is the owner of United States Letters Patent No. 5,143,266, which was issued on September 1, 1992, (hereinafter sometimes referred to as "the '266 patent"); and

WHEREAS, Licensee is desirous of obtaining an exclusive license under the '266 patent for the manufacture, use and sale of harness type carrying straps in the areas of hunting, shooting and law enforcement; and

WHEREAS, Licensor is willing to grant Licensee such an exclusive license under the '266 patent for the manufacture, use and sale of said straps in the areas of hunting, shooting and law enforcement, according to the terms and conditions hereinafter set forth:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the parties hereto agree as

ARTICLE I.

DEFINITIONS

- 1.1 "LICENSED PRODUCT" shall mean any product the sale of which would infringe U.S. Patent No. 5,143,266, or any rights associated therewith in the absence of this agreement.
- 1.2 "LICENSED FIELD OF USE" shall refer to hunting, shooting and law enforcement.

ARTICLE II.

LICENSE GRANT

2. Licensor hereby grants to Licensee an exclusive, irrevocable, royalty-free license, with the right to sublicense in the Licensed Field of Use, under United States Patent No. 5,143,266 to make, have made, use and sell, lease, and otherwise transfer Licensed Products in the Licensed Field of Use. Such license shall continue for the remaining term of the patent.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

Licensor represents and warrants as follows:

- 3.1 Licensor is the sole owner of U.S. Patent No. 5,143,266 (the "Licensed Patent") and has the power to extend the rights granted hereunder.
- 3.2 Licensor has not made and will not make any agreement with third parties that are inconsistent with the rights granted herein relating to the Licensed Field of Use.
- 3.3 There is no encumbrance such as a mortgage or lien on the Licensed Patent.

3.4 Licensor has disclosed to Licensee any reasons of which Licensor may be aware that the Licensed Patent might be invalid or unenforceable.

#### ARTICLE IV. MARKING

4. Licensee agrees to mark all the Licensed Products manufactured, used and sold under the terms of this Agreement with the notation "Licensed under U.S. Pat. No. 5,143,266."

#### ARTICLE V. ENFORCEMENT

5.1 If it appears that a third party is infringing, or has infringed the Licensee's rights under this Agreement in the Licensed Field of Use, Licensor hereby gives Licensee the right, at Licensee's expense, to institute and conduct such legal action against such third party infringer, to sue for and collect damages for all past and present infringing activity, or to enter into such agreements or accord in settlement of such infringement as may be deemed appropriate by Licensee. Licensor agrees that it will render every assistance, except financial, in helping Licensee protect and defend the Licensee's rights under this Agreement.

#### ARTICLE VI. GOVERNING LAW

6. This Agreement shall be interpreted and construed in accordance with the laws of the State of Wyoming.

ARTICLE VII.

NOTICES

7. All notices required to be given under the terms of this Agreement shall be in writing, shall be effective upon receipt, and shall be delivered personally or by certified mail, return receipt requested, to the respective parties as follows:

William L. Heckerman  
525 E. Golf Creek Ranch  
Jackson, Wyoming  
83001

MICHAELS OF OREGON  
7305 N.E. Glisan  
Portland, Oregon  
97213

ARTICLE VIII.

SEVERABILITY

8. Should any part or provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding, the intent of the parties hereto being to effectuate this Agreement to the fullest extent permitted by law.

ARTICLE IX.

SUCCESSORS

9. This agreement shall be binding upon the parties, their successors, and their assigns.

ARTICLE X. COUNTERPARTS

10. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall be deemed one and the same instrument.

ARTICLE XI.      HEADINGS

11.      The headings used in this Agreement are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

ARTICLE XII.      EFFECTIVE DATE

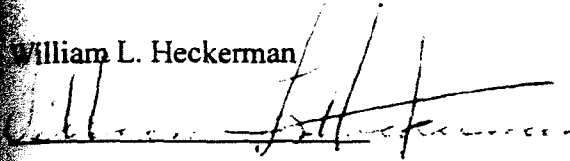
12.      This Agreement shall be deemed effective when executed by both parties, and shall remain in effect until the expiration of the Licensed Patent.

ARTICLE XIII.      ENTIRE AGREEMENT

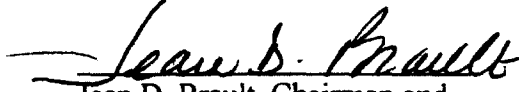
13.      This Agreement embodies the entire agreement between the parties relating to the subject matter hereof. All prior arrangements or understandings are hereby superseded and canceled, except to the extent expressly provided herein. No change, modification, or waiver of this Agreement or any term thereof shall be valid or binding unless it is in writing and signed by the party intended to be bound.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by  
their respective duly authorized officers on the day and year first written above.

William L. Heckerman

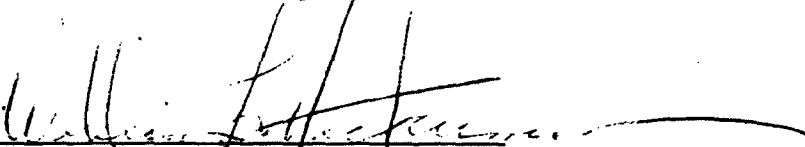


MICHAELS OF OREGON Co.



Jean D. Brault, Chairman and  
Chief Financial Officer

SOURDOUGH CREEK, INC., a  
Wyoming corporation, formerly  
known as Butler Creek Corporation

By:   
William Heckerman, President