

4284

Client Code: See Appendix A

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Documents or copy thereof.

<p>1. Name of conveying party(ies): (List using letters or numbers for multiple parties)</p> <p>1. Harry O'Hagin 2. Carolina O'Hagin</p> <p>Additional name(s) of conveying party(ies) attached?</p> <p>() Yes (X) No</p>	<p>Name: O'Hagins, Inc. Internal Address: Street Address: 2661 Gravenstein Highway South, Suite 107 City: Sebastopol State: CA ZIP: 95472</p>
<p>3. Nature of conveyance:</p> <p>() Assignment () Security Agreement () Merger () Change of Name (X) Other: EXCLUSIVE PATENT LICENSE AGREEMENT</p> <p>Execution Date: (List as in section 1 if multiple signatures) (1) May 20, 2002; and (2) May 20, 2002.</p>	<p>Additional name(s) of receiving party(ies) attached? () Yes (X) No</p> <p>4. US or PCT Application number(s) or US Patent number(s): (X) Patent No.: See Appendix A Issue Date: See Appendix A</p> <p>Additional numbers attached? (X) Yes () No</p>
<p>5. Party to whom correspondence concerning document should be mailed:</p> <p>Customer No. 20,995 Address: Knobbe, Martens, Olson & Bear, LLP 2040 Main Street, 14th Floor Irvine, CA 92614 Return Fax: (949) 760-9502 Attorney's Docket No.: DANIBO.000GEN</p>	<p>6. Total number of applications and patents involved: 11</p>
<p>7. Total fee (37 CFR 1.21(h)): \$440 (X) Enclosed</p>	<p>8. Deposit account number: 11-1410 Please charge this account for any additional fees which may be required, or credit any overpayment to this account.</p>
<p>9. Statement and signature.</p> <p>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.</p> <p><u>Tina Chen</u> Name of Person Signing</p> <p><u>44,606</u> Registration No.</p> <p> Signature</p> <p><u>2/25/05</u> Date</p> <p>Total number of pages including cover sheet, attachments and document: 9</p>	

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PATENT
REEL: 016323 FRAME: 0112

APPENDIX A

<u>Atty. Ref.</u>	<u>App. No.</u>	<u>Filing Date</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
DANIBO.007A	09/034,736	March 3, 1998	6,050,039	April 18, 2000	ATTIC VENT WITH A ONE-PIECE, FITTED SKELETON
DANIBO.007C1	09/440,036	November 19, 1999	6,354,051	March 12, 2002	ATTIC VENT WITH A ONE-PIECE, FITTED SKELETON
DANIBO.008DA1	29/132,818	November 16, 2000	D457234	May 14, 2002	CLOAKED ROOF VENT CAP
DANIBO.008DA2	29/132,824	November 16, 2000	DES458391	June 4, 2002	CLOAKED ROOF VENT CAP
DANIBO.008DA3	29/132,825	November 16, 2000	D456531	April 30, 2002	CLOAKED ROOF VENT CAP
DANIBO.008DA4	29/132,827	November 16, 2000	DES458392	June 4, 2002	CLOAKED ROOF VENT CAP
DANIBO.008DA5	29/132,820	November 16, 2000	DES479885	September 23, 2003	CLOAKED ROOF VENT CAP
DANIBO.008FW1	08/960,166	October 29, 1997	6,447,390	September 10, 2002	METHOD AND APPARATUS FOR ROOF VENTILATION
DANIBO.009A	09/298,648	April 23, 1999	6,129,628	October 10, 2000	ROOF VENT
DANIBO.009C1	09/657,025	September 7, 2000	6,390,914	May 21, 2002	ROOF VENT
DANIBO.010A	09/565,983	May 4, 2000	6,491,579	December 10, 2002	ROOF VENTILATION SYSTEM AND METHOD

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EXCLUSIVE PATENT LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("Agreement") is entered into and effective this 20th day of May, 2002, by and between Harry O'Hagin, residing at 119/26 Moo 2 Baan Kho, Phanakorn Sri Ayutthaya, Ayutthaya Province 13000, Thailand and Carolina O'Hagin, residing at 1349 Cunningham Road, Sebastopol, California 95472 (collectively hereinafter "LICENSOR"), and O'Hagins, Inc., a California corporation having a place of business at 2661 Gravenstein Highway South, Suite 107, Sebastopol, CA 95472 (hereinafter "LICENSEE").

RECITALS

A. LICENSOR is the owner of certain U.S. patents and pending applications set forth in Exhibit A attached hereto, and all divisionals, continuations and continuations-in-part thereof, herein "Licensed Patent Rights."

B. LICENSEE desires an exclusive license to such Licensed Patent Rights for the manufacture, use and sale of Licensed Products, and LICENSOR is willing to grant such a license to LICENSEE.

C. "Inventions" shall mean any idea, know-how, trade secret, development, discovery or improvement, whether patentable or not, that the LICENSOR hereafter develops or conceives with respect to roofing materials/building design and/or methods.

D. LICENSEE desires a right of first refusal to such inventions for manufacture, use and sale thereof, and LICENSOR is willing to grant such a right of first refusal in exchange for reimbursement of research and development costs related to such inventions.

NOW, THEREFORE, in consideration of the premises, mutual promises and covenants contained herein, the parties agree as follows:

I. GRANT OF RIGHTS

A. Exclusive License

LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts, an

exclusive license under the Licensed Patent Rights. LICENSOR further grants to LICENSEE the exclusive right to sublicense these rights.

B. Right of First Refusal

LICENSEE shall then have the right to acquire an exclusive license to such inventions under the terms of this Agreement by notifying LICENSOR in writing that it is exercising its option. LICENSEE shall have, for a period of six (6) months following the disclosure by LICENSOR, to exercise its right of first refusal to extend the exclusive license of paragraph 1.A to such inventions. LICENSOR shall promptly notify LICENSEE of the existence of such inventions.

II. PAYMENT

A. License Fees

As monetary consideration for the license herein granted, LICENSEE shall pay to LICENSOR a royalty of four (4) percent of gross sales of Licensed Products. Gross sales of Licensed Products shall include monetary payments for both Licensed Products sold by Licensee and license fees obtained from any third party sub-licenses for Licensed Products.

B. Option Fees

In consideration of its right of first refusal, LICENSEE will reimburse LICENSOR for reasonable expenses of research and development for any inventions for which it exercises its right of first refusal.

III. ACCOUNTING

A. Reports: Time of Royalty Payments

LICENSEE agrees to furnish LICENSOR, on or before the last day of each calendar quarter in which sales or licenses of Licensed Products were made by LICENSEE and all sublicensees, on or before the last day of each month after each calendar quarter, a written report setting forth the number of all products licensed hereunder including all Licensed Products that have been sold or otherwise disposed of during the preceding month by LICENSEE and all sublicensees thereof, and also showing

the gross selling price of such products. LICENSEE's remittance for the full amount of royalties due for such quarter shall accompany such reports.

B. Books and Records

LICENSEE shall keep complete and accurate records of all products manufactured, sold, distributed, or otherwise disposed of under the rights licensed under this Agreement and of LICENSEE's activities and of all transactions relating to LICENSEE's activities under this Agreement, and shall make the same readily available to LICENSOR, and its agents or representatives, at such reasonable times as LICENSOR may from time to time request for inspection, copying and extracting.

IV. OWNERSHIP

LICENSEE acknowledges that LICENSOR is the sole owner of the Licensed Patent Rights and LICENSEE agrees that it does not obtain any interest in the Licensed Rights except for the rights granted herein.

V. INDEMNIFICATION

LICENSEE hereby agrees to indemnify, defend, and hold LICENSOR harmless from and against any and all claims, liability, loss, cost, damage or expense (including attorneys' fees and costs) arising from or in any matter connected with: (i) the infringement or alleged infringement of any third party rights resulting from the manufacture or sale of Licensed Products; or (ii) the operation of LICENSEE's business as it relates to this Agreement and otherwise.

VI. TERM

The term of this exclusive license shall continue for the life of the last to expire of the Licensed Patent Rights.

VII. TERMINATION

LICENSOR shall retain any and all payments made in accordance with any

payment provision of the Agreement. It is further understood that after termination, LICENSEE shall within sixty (60) days give to LICENSOR a final report setting forth the number of Licensed Products manufactured by or on behalf of LICENSEE to the date of termination (and not previously reported by LICENSEE pursuant to the provisions of Section IV), and LICENSEE shall with such final report pay all royalties due to LICENSOR for such Licensed Products.

VIII. PATENT MARKING

LICENSEE shall mark each Licensed Product that is made, used or sold pursuant to the provisions herein with a patent notice in compliance with the applicable statutory requirements.

IX. WARRANTIES

LICENSOR makes no representation, guarantee nor warranty that any patent claim that is being licensed, or that may be licensed hereunder is valid. In addition, nothing in this Agreement shall be construed as a warranty or representation that anything made, used, sold or otherwise disposed of under any license granted in this Agreement is or will be free from infringement of patents of third parties.

X. INFRINGEMENT ACTIONS

LICENSEE shall have the right and obligation to enforce, at its own cost and expense, the Licensed Rights against any infringer. After deduction of all legal fees and costs reasonably required to conduct such enforcement, LICENSEE shall pay to LICENSOR fifty percent (50%) of the balance of any proceeds received from the infringer(s).

XI. ASSIGNABILITY

This Agreement is not assignable by LICENSEE without the prior written consent of LICENSOR. LICENSOR may freely assign its rights hereunder.

XII. NOTICE

Any notice required or permitted to be given or served on either party hereto pursuant to this Agreement shall be sufficiently given or served if sent to such party by United States registered or certified mail at the address set forth below or to such other address as may from time to time be designated by written notice hereunder given to the other party hereto as follows:

A. In the case of LICENSOR to:

Harry O'Hagin

119/26 Moo 2 Baan Kho

Phanakorn Sri Ayuthaya

Ayuthaya Province 13000

Thailand

Carolina O'Hagin

1349 Cunningham Road

Sebastopol, CA 95472

USA

B. In the case of LICENSEE to:

2661 Gravenstein Highway South, Suite 107

Sebastopol, California 95472

XIII. GOVERNING LAW/VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of California, and the parties agree that it is executed and delivered in that state. In the event any legal action becomes necessary to enforce or interpret the terms of this Agreement, the parties agree that such action will be brought in the U.S. District Court of the Northern District of California, and the parties hereby submit to the jurisdiction of said Courts.

XIV. PARAGRAPH HEADINGS

The paragraph headings herein are for convenience only and shall not be interpreted to limit or effect in any way the meaning of the language contained herein.

XV. SEVERABILITY

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 so long as the primary purpose and intentions of the parties can still be accomplished.

XVI. BINDING EFFECT

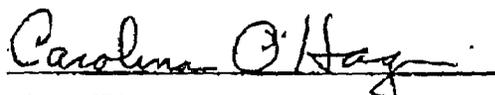
This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed, effective as if the day and year first above written.

Dated: May 20, 2002

By: 
Harry O'Hagin

Dated: May 20, 2002

By: 
Carolina O'Hagin

O'HAGINS, INC.

Dated: May 20, 2002

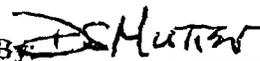
By: 
Printed Name: David Mutar, CEO

EXHIBIT A

U.S. Patents

<u>U.S. Patent No.</u>	<u>Issue Date</u>	<u>Title</u>
6,050,039	4/18/00	ATTIC VENT WITH A ONE-PIECE, FITTED SKELETON
6,129,628	10/10/00	ROOF VENT
6,354,051	3/12/02	ATTIC VENT WITH A ONE-PIECE, FITTED SKELETON

U.S. Patent Applications

<u>Application No.</u>	<u>Filing Date</u>	<u>Title</u>
9/565,983	5/4/00	ROOF VENTILATION SYSTEM AND METHOD
8/960,166	10/29/97	METHOD AND APPARATUS FOR ROOF VENTILATION
9/657,025	9/7/00	ROOF VENT
29/132,824	11/16/00	CLOAKED ROOF VENT FOR A TILE ROOF
29/132,825	11/16/00	CLOAKED ROOF VENT FOR A TILE ROOF
29/132,827	11/16/00	TILE ROOF WITH A CLOAKED ROOF VENT
29/132,820	11/16/00	TILE ROOF WITH CLOAKED ROOF VENT
29/132,818	11/16/00	CLOAKED ROOF VENT CAP
Pending	4/25/02	PRIMARY ROOF VENT