

To the Honorable Commissioner (

Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Joybond Co., Inc.  
1-6-8 Kamakura, Katsushika-ku  
Tokyo, JapanAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

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

Name: Auto Wax Company, Inc.  
Street Address: 1275 Round Table Drive  
City: Dallas State: TX ZIP: 75247Additional name(s) and addresses attached? ☐ Yes ☒ No

## 3. Nature of conveyance

- ☒
- Assignment
- ☐
- Merger
- 
- ☐
- Security Agreement
- ☐
- Change of Name
- 
- ☐
- Other:

Execution Date: 11/07/2001

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

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

A. Patent Application No.(s):

[Serial No] filed on [Date]

B. Patent No.(s):

5,476,416 filed on July 28, 1993

Additional numbers attached? ☐ Yes ☒ No

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

Eric B. Meyertons  
Meyertons, Hood, Kivlin, Kowert & Goetzel  
P.O. Box 398  
Austin, Texas 78767-03986. Total number of applications and patents involved: 17. Total Fee (37 C.F.R. § 3.41): \$40.00

- ☒
- Fee Authorization Form Enclosed
- 
- ☒
- Authorized to be charged to deposit account

8. Deposit Account No.: 50-1505/5082-00200/EBM

(Attach duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

## 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.*

Eric B. Meyertons

Reg. No. 34,876

Signature

Date

Total number of pages including cover sheet, attachments and documents: 3

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**PATENT**  
**REEL: 016987 FRAME: 0815**

## ASSIGNMENT AGREEMENT AMENDMENT

This Assignment Agreement Amendment (the "Amendment"), effective October 1, 1998, is by and between: AUTO WAX COMPANY, INC. ("Autowax"), a Texas corporation that maintains its principal place of business at 1275 Round Table Drive, Dallas, TX 75247, and JOYBOND CO., INC., a company duly incorporated in Japan and having its registered office at 1-6-8 Kamakura, Katsushika-ku, Tokyo, Japan ("Joybond").

### BACKGROUND

1. Autowax, Joybond, and a company called Auto-Chemie entered into an Assignment Agreement (the "Assignment Agreement") effective October 1, 1998. In the Assignment Agreement Joybond and Auto-Chemie assigned to Autowax all of their rights in and to U.S. Patent No. 5,476,416 entitled "Plastic Flexible Grinding Stone" that issued on December 19, 1995, and U.S. Patent No. 5,727,993 entitled "Plastic Flexible Grinding Stone," which issued on March 17, 1998 (collectively, the "Joybond Patents").

2. Joybond and Autowax wish to enter into this Amendment to further their business relationship and to, as between Joybond and Autowax, modify certain provisions in the Assignment Agreement.

NOW, THEREFORE, Autowax and Joybond, in consideration of the mutual agreements contained herein and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

### AGREEMENT

1. Exclusive Purchase Obligation. Autowax presently purchases automotive detailing clay from Joybond that is covered by the Joybond Patents (the "Clay"). Autowax agrees that it will purchase, on commercially reasonable terms, all of its needs for the Clay from Joybond during the term of the Joybond Patents, so long as Joybond is able to supply such needs. If Joybond cannot supply Auto Wax's needs for Clay on commercially reasonable terms for a given time period, then Joybond agrees to allow Autowax to purchase sufficient Clay from other sources during such time period in order to fulfill Autowax's needs. The phrase "commercially reasonable terms" shall be defined based on the parties' past activities. Once such time period is ended, then Autowax shall again purchase all of its needs for the Clay from Joybond as is set forth above. Autowax and Joybond agree that the last sentence in paragraph 2 of the "Agreement" section of the Assignment Agreement shall no longer apply to Autowax and, in addition, Joybond hereby provides to Autowax any authorization required by the last sentence of such paragraph 2.

2. Option Right Modification. Joybond agrees that it will not exercise its right, as set forth in paragraph 3 of the "Agreement" section of the Assignment Agreement, to require Autowax to assign the Joybond Patents back to Joybond, and that any attempt to exercise such right will be void. Autowax and Joybond agree that Autowax no longer has any obligation, pursuant to any of the agreements between Autowax and Joybond (including agreements that

predate the Assignment Agreement), to purchase any minimum amounts of automotive detailing clay.

3. Notices. All notices given with respect to this Agreement shall be given in writing and may be delivered to or sent by pre-paid mail to the usual and last known address of the party to receive same.

IN WITNESS HEREOF, the parties have respectfully caused this Agreement to be executed on the dates hereinafter indicated.

JOYBOND CO., INC.



Authorized Company Officer: Tadao Kodate

Company Position: Director

Date: 11/7/01

AUTO WAX COMPANY, INC.



Authorized Company Officer: David Miller

Company Position: Chairman, C.E.O.

Date: 11/7/01