

12-07-2005

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To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Dr. Heshmat O. Laaly
Edward J. Stevenson

2. Name and address of receiving party(ies)

Name: Dr. Heshmat O. Laaly

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s) July 6, 1990

- Assignment
- Security Agreement
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other Patentee Royalty Division/Distribution Agreement
- Merger
- Change of Name

Street Address: 9037 Monte Mar Drive

City: Los Angeles

State: California

Country: United States of America Zip: 90035

Additional name(s) & address(es) attached? Yes No

4. Application or patent number(s):

This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

4,860,509

Additional numbers attached? Yes No

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

Name: FASKEN MARTINEAU DUMOULIN LLP

Internal Address: Attention: Armand M. Benitah

Street Address: Toronto Dominion Bank Tower

P.O. Box 20, Toronto-Dominion Centre

City: Toronto

State: Ontario Zip: M5K 1N6

Phone Number: 416 868 3470

Fax Number: 416 364 7813

Email Address: abenitah@tor.fasken.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40.00 US

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed
- None required (government interest not affecting title)

8. Payment Information

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

December 1, 2005

Date

Armand M. Benitah

Name of Person Signing

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

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

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PATENT
REEL: 017286 FRAME: 0729

PHOTOVOLTAIC SINGLE-PLY ROOFING MEMBRANE

PATENTEE ROYALTY DIVISION/DISTRIBUTION AGREEMENT

This Patentee Royalty Division/Distribution Agreement (hereinafter "Agreement") is entered into and effective the 1st day of June, 1990, by and between Dr. Heshmat G. Laaly (hereinafter "Patentee #1"), having a principal address at 9037 Monte Mar Drive, Los Angeles, California 90035 and Edward J. Stevenson (hereinafter "Patentee #2"), having a principal address at 2970 Avocado, Newbury Park, California 91320 (hereinafter collectively the LICENSORS).

RECITALS

WHEREAS LICENSORS each represent and warrant that he is respectively a co-patentee and a co-owner of the entire right, title and interest in and to United States Patent No. 4,860,509 dated August 29, 1989 for PHOTOVOLTAIC CELLS IN COMBINATION WITH SINGLE PLY ROOFING MEMBRANES, and co-owner of Canadian Patent Application Serial No. 583,543 having the same title, together with the inventions covered thereby and of certain Confidential and Trade Secret Information relevant and proprietary to the development, structure and manufacture of Photovoltaic Single-Ply Roofing Membranes (hereinafter "Licensed Subject Matter"); and

WHEREAS LICENSORS at this time are desirous of entering into said Agreement relating to the division and distribution of any future "Initial Payment" and "Royalty Payments" received from a LICENSEE as the quid pro quo for an Exclusive License to the Licensed Subject Matter upon and subject to the terms, conditions, limitations, and restrictions hereinafter set forth.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the LICENSORS have agreed and do hereby agree as follows:

Article I - DEFINITIONS

For the purpose of this Agreement, the words and phrases below shall have the following stated meanings:

1.1 "Confidential and Trade Secret Information" means information which is deemed proprietary to the LICENSORS and is intended to be confidential and is obtained either directly or

indirectly from the LICENSORS. Without limiting the generality of the foregoing, Confidential and Trade Secret Information shall include information of the type not generally known in the industry in which the LICENSORS are engaged and which provides certain competitive advantages, and which concerns or relates to products, processes, and methods of application and methods of doing business, including information regarding research, development, inventions, manufacturing processes and techniques, purchasing, accounting, engineering, marketing, merchandising and selling.

1.2 "Initial Payment" means a lump sum payment of money in United States Dollars tendered by the LICENSEE to the LICENSORS upon execution of an Exclusive License Agreement, the lump sum being in addition to any and all other payments required or made pursuant to said Exclusive License Agreement and shall not be refundable in whole or in part. The lump sum includes compensation to the LICENSORS for dedication, research and development of said Licensed Subject Matter and the expenses in procuring a United States Patent.

1.3 "Royalty Payments" means a fixed payment for each Licensed Product manufactured and sold or a payment based upon a percentage of the net selling price of each Licensed Product manufactured and sold during the term of and defined within said Exclusive License Agreement.

1.4 "Licensed Product" means any article of manufacture within the scope of any one or more of the claims of United States Patent No. 4,860,509 or which is otherwise protected by the patent rights in the country in which such article is manufactured, used or sold.

Article II - INITIAL PAYMENT

2.1 The LICENSORS agree that any non-refundable lump sum "Initial Payment" received from a LICENSEE upon the execution of an Exclusive License Agreement shall be divided and distributed in the following manner. The first Thirty-Eight Thousand United States Dollars (\$38,000.00) of the undivided, total lump sum Initial Payment shall be distributed to Patentee #1 (Dr. Heshmat O. Laaly). The balance of the lump sum Initial Payment (after the first \$38,000.00 has been distributed to Patentee #1) shall be divided equally (in a ratio of 50:50) and likewise distributed equally thereafter to Patentee #1 and Patentee #2 (Edward J. Stevenson).

Article III - ROYALTY PAYMENTS

3.1 The LICENSORS agree that any "Royalty Payments" received from a LICENSEE or any approved SUBLICENSEE during the term of an Exclusive License Agreement shall be divided and distributed in the following manner. Each Royalty Payment, notwithstanding the method

of calculation, shall be divided equally (in a ratio of 50:50) and likewise distributed equally thereafter to Patentee #1 and Patentee #2.

Article IV - TERM

4.1 The LICENSORS agree that the term of said Agreement shall commence on the effective date set forth hereinabove and shall be coextensive with the term of United States Patent No. 4,860,509 or any reissue thereof and, in any event, for not less than sixteen (16) years from said effective date, whichever shall be later and for the terms of any foreign patents granted for the same invention described in United States Patent No. 4,860,509.

Article V - RESOLUTION OF DISPUTES

5.1 The LICENSORS agree to resolve all disputes concerning interpretation and extent of any part of said Agreement or upon any other point not covered herein by judicial arbitration pursuant to the appropriate sections of the California Code of Civil Procedure and the California Rules of Court. The situs of the arbitration proceedings shall be Los Angeles, California and the Arbitrator shall be selected by the procedures specified in the appropriate sections of the California Rules of Court.

Article VI - ASSIGNMENT OF RIGHTS

6.1 The LICENSORS agree that in any assignment of rights under said Agreement, an Assignee is subject to the terms and conditions of said Agreement.

Article VII - CONTROLLING LAW

7.1 The LICENSORS agree that said Agreement shall be deemed to be executed and to be performed in the State of California and shall be construed in accordance with the laws of the State of California as to all matters, including but not limited to, matters of validity, construction, effect, or performance.

Article VIII - UNENFORCEABLE TERM

8.1 The LICENSORS agree that if any term of said Agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder part of said Agreement shall continue in full force and effect and shall not be affected.

Article IX - FUTURE IMPROVEMENT PATENTS

9.1 The LICENSORS agree that royalty payments for any future patents which are improvements to the invention described in United States Patent No. 4,860,509 and to which each LICENSOR is a co-Inventor and a co-patentee shall be divided and distributed in

accordance with Article III herein.

Article X - ENTIRE AGREEMENT

10.1 The LICENSORS agree that said Agreement constitutes the entire agreement of and between the LICENSORS with respect to the division and distribution of any Initial Payment and Royalty Payments and supersedes all prior discussions, correspondence, negotiations, representations and agreements, verbal or written. The LICENSORS represent and warrant that there are no conditions, definitions, warranties, promises, agreements, understandings, or representations, written or oral, with respect to the subject matter of said Agreement other than as is expressly provided in said Agreement.

IN WITNESS WHEREOF, the LICENSORS have executed said Agreement on the respective dates written below, with said Agreement being effective as of the date first written above.

PATENTEE #1

Witness: John D. Christopher
Date: July 6, 1990

By: H. Laaly
Dr. Heshmat. O. Laaly
Title: Licensor
Date: July 6, 1990

PATENTEE #2

Witness: John D. Christopher
Date: July 6, 1990

By: Edward J. Stevenson
Edward J. Stevenson
Title: Licensor
Date: 7/6/90

RECORDATION FORM COVER SHEET

PATENTS ONLY

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2. Name and address of receiving party(ies)

Name: Edward J. Stevenson

Internal Address: _____

Street Address: 2970 Avocado

City: Newbury Park

Country: United States of America Zip: 9132