

03-10-2006



To the Director of the U.S. Patent and Trademark Office

103146486

Documents or the new address(es) below.

1. Name of conveying party(ies)

Claude Gosselin

2. Name and address of receiving party(ies)

Name: C.G.I. Northeast, Inc.

Internal Address:

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

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

Execution Date(s) December 1, 2004

☐ Assignment

☐ Merger

☐ Security Agreement

☐ Change of Name

☐ Joint Research Agreement

☐ Government Interest Assignment

☐ Executive Order 9424, Confirmatory License

☒ Other Exclusive License.

Street Address: 11-20 37th Avenue

City: Long Island City

State: New York

Country: USA Zip: 11101

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)

4,942,199

Additional numbers attached? ☐ Yes ☒ No

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

Name: C.G.I. Northeast Inc.

Internal Address:

Street Address: 11-20 37th Avenue

City: Long Island City

State: New York Zip: 11101

Phone Number:

Fax Number:

Email Address:

6. Total number of applications and patents involved:

7. Total fee (37 CFR 1.21(h) & 3.41) \$160.00

☐ 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:

Gregory A. Sioris

Signature

March 7, 2006

Date

Name of Person Signing

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

- 10 -

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

03/10/2006 DEYRNE 00000002 4942199

01 FC:8021
02 FC:8023

40.00 DP
120.00 DP

PATENT
REEL: 017303 FRAME: 0093

C.G.I. NORTHEAST, INC.
SHAREHOLDERS AGREEMENT

AGREEMENT, made as and of this 1st day of December, 2004, by and between CLAUDE GOSSELIN, JOHN KALAFATIS and JOHN TSAMPAS as the sole and exclusive shareholders of C.G.I. Northeast, Inc., a New York Corporation, whose address is 11-20 37th Avenue, Long Island City, NY 11101 and which is hereafter referred to as "the corporation" or "corporation";

WHEREAS, the shareholders seek to memorialize their agreement and understanding as to the corporation's ownership interests and administration duties, and

WHEREAS, the shareholders are desirous of memorializing their agreement and understanding as to their respective roles, salaries and other affairs as regards this corporation, ~~its~~ ~~affairs and purposes~~, both for the present and for the future,

NOW THEREFORE, in consideration of ten dollars (\$10.00), and other good and valuable consideration paid in hand to each other and the receipt of which is duly acknowledged by all parties hereto, and the mutual covenants and conditions contained herein, it is,

MUTUALLY AGREED as follows:

1. **Share Ownership:** The parties hereto agree that the ownership interest that they have in the corporation will be of an equal basis, each shareholder receiving or having the right to receive one quarter of the outstanding shares. As and of the date of this agreement, the shareholders will be entitled to own 25 shares each of the corporate shares, out of an outstanding 200 shares which the corporation has on its books.

2. **Subchapter S Designation:** The parties hereto agree the corporation will file and do business as a corporation known as a Subchapter S corporation under the Internal Revenue Code and similar rules of the State of New York. The parties understand New York City does not acknowledge the Subchapter S status of

corporations and they agree to file their individual and corporate taxes with regard to this particular rule of New York City. The parties additionally acknowledge they have sought and have received tax advice from their own individual tax preparer prior to executing this agreement, **which tax preparer** may not be the tax adviser and tax preparer for the corporation.

3. Corporate Titles and Voting Majority: The parties hereto agree they are the sole and exclusive stockholders, officers and directors of the said corporation, until this agreement is amended in writing to include other shareholders, if at all. Every action and decision taken for and on behalf of the said corporation in connection to its business conduct, administration, profile, management and operation, and/or any other item appurtenant thereto, such as public appearance and/or promotion, shall be taken, made and done only upon an affirmative vote of one hundred percent (100%) of the voting shares, and preferably by unanimous **oral** consent of the parties hereto, whether acting in their capacity as stockholder or director, or as employee, in furtherance of any corporate matters, or business decisions, that in time may arise. In this regard, the parties may vote in person or by lawful proxy.

The parties further agree that Claude Gosselin will serve as the corporation's president, **as long as he so desires**, with John Kalafatis being the Vice President and John Tsampas **the corporation's** secretary and treasurer. By assuming the role of president, Claude Gosselin will control and administer the corporation on a day to day basis.

4. Technology Transfer: Within **seven days** of the execution of this agreement, Claude Gosselin will provide the corporation information regarding the chemical make up of the concrete gel that the corporation will use to stop water leakage, seepage and other water related contamination and penetration, which will be its business purpose. It is expressly agreed by Claude Gosselin and Charline Lemaire that **they have the right to and will exclusively** license and/or transfer the proprietary concrete gel injection technology to the corporation **for the duration of this agreement**, including, but not limited to, the use of the various machines used to pump the concrete gel, and that such technology transfer will not infringe, compromise, violate, or otherwise diminish or imperil any rights or licenses to the concrete gel waterproofing process that **may** belong to any third parties.

The other shareholders and the corporation expressly agree that the concrete gel injection waterproofing process is a proprietary technology and a technology process owned exclusively by Claude Gosselin and his wife Charline Lemaire.

The parties agree that such process and all the chemical formulas and physical devices connected to it are deemed to be trade secrets, which at all time will be kept strictly confidential and no part of which may be revealed, copied, transferred, or otherwise **disseminated or partially disseminated** to any third persons by either the corporation, or any of the other shareholders executing this agreement without the express written consent of Claude Gosselin and Charline Lemaire.

5. Concrete Gel Injection Technology Warranties: Claude Gosselin and Charline Lemaire warrant to the corporation and to the other two shareholders that the concrete gel injection **formula and the injection** process that they are **bringing to the corporation** is exclusively owned by them, free from any third party claims of patent, trademark or copyright, as to the formula, the **trade name and/or the injection process**. This warranty further states that there are no suits at law and/or equity in any Courts in any jurisdiction throughout the world challenging the proprietary nature of the concrete gel, or the concrete gel injection systems **and processes, which the parties named in this paragraph are aware of**. In the event that either of the parties named in this paragraph or in this agreement becomes aware of any suit and/or other challenge to the propriety of the gel formula and/or injection system, he or she will immediately inform the corporation of this information.

6. Territorial Restriction of Technology: The exclusive use of the technology licensed to the corporation may be used solely for projects in the States of Connecticut, New York and New Jersey **(the tri-state area)**. Should the corporation wish to use the technology in any other states, territories and/or nations it must first receive the written consent of either Claude Gosselin or Charlene Lemaire, or their respective representative. **The parties to this agreement will not offer information regarding the technology or how to install, apply, engineer, and/or reverse engineer any component of the technology licensed to the corporation to any third party within the tri state area without the unanimous consent of all the parties to this agreement.** The parties further agree that the technology is a trade secret and will not disseminate any aspect of its chemical composition, manufacturing process, synthesis, or other attribute regarding its creation and installation to any third persons without the unanimous consent of the parties to this agreement. The parties agree that a violation of this clause will be deemed a breach of their fiduciary duty to the corporation and will give cause for injunctive relief and damages.

7. **Servicemark/Trademark:** The parties agree that any servicemark(s) or trademark(s) connected to the corporation and its products and services, as registered either with the New York State Department of State, and/or the United States Patent and Trademark Office, will be the sole and exclusive property of the corporation, exclusive of the any trademarks and/or servicemarks connected to the concrete gel and/or the concrete gel injection system.

8. **Costs and Salaries:** The parties will divide all profits on an equal basis. Profits will be distributed on a quarterly or semi-annual basis, after the payment of all reasonable and necessary expenses.

The corporation will **not** be liable for the payment of rent to Skyline Restoration, Inc., **in 2005. The rental amount for 2006 will be determined in December 2005.** The corporation will also be liable for all other administrative expenses connected to its affairs, including, but not limited to, salaries, taxes, materials, advertising, promotion, telephones, facsimiles, health insurance, products liability insurance, workmen's compensation insurance, etc. as such items are required in the necessary and usual course of business.

~~In addition to receiving a dividend, Claude Gosselin will be entitled to receive a weekly salary as President in the sum of \$_____ per week for 2005 and \$_____ per week for 2006, or as otherwise agreed to between the parties. Please provide amounts.~~

9. **Alienation of Shares:** The parties agree they will not sell, mortgage, assign, pledge, **hypothecate**, nor otherwise dispose, nor encumber their shares in the said corporation, either in whole or in part, nor otherwise involve the said shares **as security** in any financial transaction, for monetary consideration or otherwise, without the mutual consent of the other parties to this agreement. Any sale, transfer, assignment, pledge, etc. for any of the outstanding shares shall be by the unanimous (one hundred percent [100%]) consent of the parties hereto as subscribed by them in a writing indicating and describing the share interest(s) transferred.

10. **Beneficial Ownership:** Shares in the corporation not be purchased or otherwise owned, beneficially or otherwise, by a person, natural or legal, unless and until they subscribe to this agreement or an amended successor agreement hereto.

11. **Ultra Vires Acts:** The parties hereto agree that any shares issued, sold, or transferred, or otherwise alienated in contradiction to the terms of this agreement will be deemed an *ultra vires* act, and as such share(s) and their transfer are *void ab initio*, and do not represent, nor reflect, any interest in the corporation, nor in its assets hereto.

12. **Sale of Shares:** In the event one of the parties to this agreement desires to sell, or to otherwise dispose, mortgage, pledge, or transfer any of their share ownership, then in such case, one or more parties hereto shall have an option to make the first offer to purchase such shares to the other stockholder, or to the other shareholder's family, in case of death or permanent disability, who shall have an option to purchase the stock for the monetary value representing the fair market value of the corporation's assets at the time of the offer, less any and all liabilities the corporation may have, as may be calculated under the generally accepted accounting principles. Such offer of purchase shall be given to the other party to this agreement at least sixty (60) days prior to affecting such sale. Notice will be given by certified mail to the other party or parties, along with a copy of such notice of sale to the attorney(s) for the corporation. The sixty day notice period will begin to elapse seven (7) days after the date of mailing. The terms of this paragraph will not apply in the event of the death of any of the shareholders, if the shares are gifted to the shareholder's spouse through their Last Will and Testament.

13. Should a sale occur within the sixty day period to the other party, to this agreement, payment shall be effected by a separate agreement to be made at such date of sale, reflecting the terms and conditions of payment.

14. **Death of Shareholder:** In the case of death of one of the parties hereto, the corporation shall furnish the fiduciary of the estate of the deceased party within sixty (60) days after such fiduciary appointment, the value of the shares held in the name of the estate of the deceased shareholder. Such valuation shall be conducted by the means stated in paragraph 12, *supra*, with the expense of such valuation to be borne by the corporation at its sole expense, by a Certified Public Accountant or other professional appraiser of shares mutually agreed to between the surviving shareholder(s) and the estate fiduciary, or if no agreement can be secured, then in such case, by the attorney(s) for the corporation at such time. In the instance of a dispute or disagreement regarding the shares'

value, the fair market value of the shares will be established, by taking the average amount of two professional appraisers' reports whose usual business is the valuation of existing businesses. After this average amount is calculated, an offer to purchase these shares shall be made no later than ninety (90) days after the appointment of such fiduciary, with payment terms to be negotiated and decided by the surviving shareholder(s) and the fiduciary.

Upon the death of Claude Gosselin Charline Lemaire will assume the ownership of his shares, or share interest, without objection from the other shareholders.

The corporation will maintain life insurance policies of up to \$1,000,000.00 on each of the shareholder's lives as long as that shareholder owns one third of the outstanding shares in the corporation. In the event of a shareholder's death, the proceeds of this life insurance policy will be paid to the other shareholders in order that they may purchase of the shares or share interest owned by deceased shareholder or his estate.---We have to make sure of the tax implications here---speak to the accountant.

15. In any instance of sale, or transfer of shares from one of the parties or his estate, should the corporation or the surviving party be financially unable to transact the purchase of the deceased party's stock within the ninety (90) day period after the appointment of a fiduciary, or if such sale or transfer is *inter vivos*, then and in such case(s), after the time of the option to buy has expired, for whatever reason, such as refusal to purchase, or rejection of the terms of payment, etc., the terms contained in this agreement will be canceled and of no force and effect, and the selling shareholder, or his estate may attempt to find a new buyer for the shares, without securing the consent of the other party to this agreement, at whatever price they feel is reasonable and acceptable to the seller. Should no buyer be procured within a twelve month period after this time of sale has elapsed, then in such case either party may proceed to dissolve the corporation, either voluntarily or through the Courts of this State in order to obtain the *pro rata* value of the corporate shares.

16. **Restrictions on Competition:** All the parties to this agreement agree the concrete gel injection formula and the injection process and the machinery used in the injection process are unique and their workings highly confidential trade secrets. In the event any of the shareholders leaves the employ of the corporation, or sells his shares in the corporation, then and in such case, such former shareholder/employee agrees not to

compete with the corporation for a period of three (3) years. Toward such end, the departing individual will not open an office within a radius of two miles from the corporate office, will not solicit clients of the corporation, will not deal with any sellers to the corporation, nor deal with any parties who have entered into sales or purchase contracts with the corporation, **including any and all clients of Skyline Restoration, Inc. and/or Fieldvision BC, Inc.** Additionally, there will be no right to keep business files and/or client and supplier names, addresses and/or mailing and telephone/facsimile/email lists as these items belong to and are the property of the corporation. The parties recognize and acknowledge that should this term be breached, in addition to damages at law, the corporation may seek any and all equitable remedies as are available from any Court of competent jurisdiction, to restrain and enjoin the departing individual from violating this term.

17. Restriction of Contractual Transactions: There will be no limitation as to the amount of any contract(s) that the corporation may enter into, provided however, that there is a unanimous agreement between the shareholders to enter into such agreement.

18. Profit Sharing: The parties hereto agree to share corporate dividends in the percentage of their ownership in the corporation. In the event that one of the parties has made a loan to the corporation, the repayment of the loan may or may not take priority over the payment of profits, pursuant to the agreement made by the parties with regard to the loan, or loans.

19. Parol Evidence: The parties agree the terms of this agreement control their relationship and the rights between them, with their intentions having merged into this document. Any and all oral promises, guarantees, statements, remarks, comments, warranties, or other representations of any type and/or description will be of no force and effect unless reduced to writing and subscribed by the parties hereto. The parties further agree that any modifications or amendments to this agreement shall be made by a further writing, or writings, subscribed to by the parties hereto.

20. Arm's Length Transaction: The parties hereto warrant and declare that **they are persons with considerable business experience** and that this agreement has been negotiated at arm's length, with all necessary information **and professional assistance** being ~~freely~~ available to them in considering whether

or not to execute this agreement. The parties hereto acknowledge that they have additionally been encouraged to seek independent legal counsel of their own choosing to review this agreement and if necessary to negotiate **terms** on their behalf. The parties warrant that if they have chosen not to hire legal counsel to review this agreement and to negotiate any and all terms on their behalf, that this election is a voluntary waiver, made on their individual behalf without any influence or pressure being forced upon them from any other shareholder, or other person connected to this agreement. The parties warrant and represent that they fluently speak, read and write the English language, and have access to persons who fluently speak, read and write the English language in order for them to fully understand the terms of this agreement. The parties further warrant that each of them is an experienced business person, well versed in the dealings of the commercial world and fully competent to enter into this agreement.

21. Choice of Law, Dispute Resolution: The parties agree this agreement is controlled exclusively under the laws of the State of New York. Should any dispute(s) arise; the parties agree to submit it to a Court of competent jurisdiction in the City and County of New York, which suit will be heard without a jury. The parties agree to accept service of a summons and complaint, or a summons with notice, at the Queens County offices of the corporation, and to make himself available for service of process at the corporation's offices within a 72 hour telephone notice. In the event a signatory to this agreement elects not to be present in the corporation's offices to receive service of process, then and in such case service of process will be complete after the 72 hours have elapsed since the telephone call requesting the party to appear and be served at the corporate offices, upon the first class mailing of a summons and complaint, or summons with notice to the party's home address, with a U.S. Post Office Proof of Mailing form being binding evidence that service of process has effected and is in compliance with the terms of this agreement.

22. Captions: The captions herein are made for the convenience of the parties. The captions do not in any manner, define, enlarge, diminish, nor otherwise affect the contents of this agreement in any manner.

23. Construction of Agreement: In the event any portion of this agreement is deemed to be void by a Court, the other portions of this agreement will not be affected, with the parties agreeing that all efforts shall be made to keep any provisions of this

agreement from being declared ambiguous or unclear.

24. Execution in Duplicate or Triplicate: The execution of this agreement in duplicate, triplicate or more copies will not in any manner diminish its effect, or give cause that any one of the copies is not an original.

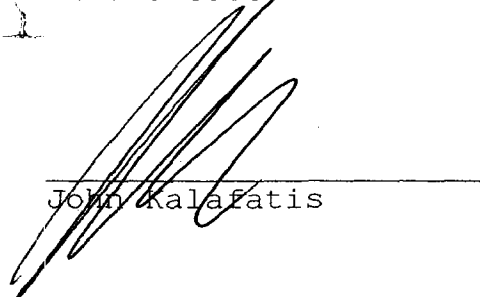
25. Duration: This agreement shall terminate on January 15, 2015, unless otherwise modified.

IN WITNESS WHEREOF, the parties hereto have set their hands on the day and year recited above.

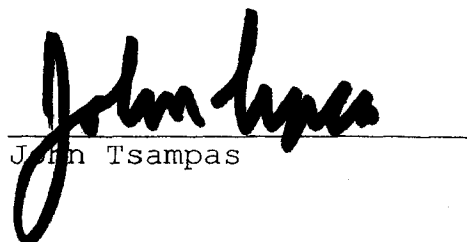


Claude Gosselin

Charline Lemaire



John Kalafatis



John Tsampas

C.G.I. Northeast, Inc.


By: Claude Gosselin, President