

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET PATENTS ONLY

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)

QUIET SOLUTION, LLC

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

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

Execution Date(s) May 18, 2006

- Assignment Merger
- Security Agreement Change of Name
- Joint Research Agreement
- Government Interest Assignment
- Executive Order 9424, Confirmatory License
- Other LIMITED EXCLUSIVE LICENSE

2. Name and address of receiving party(ies)

Name: NEW NGC, INC.

Internal Address: _____

Street Address: 2001 REXFORD ROAD

City: CHARLOTTE

State: NORTH CAROLINA

Country: U.S.A. Zip: 28211

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)

10/658,814

10/938,051

B. Patent No.(s)

Additional numbers attached? Yes No

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

Name: ANTHONY NIMMO

Internal Address: ICE MILLER LLP

Street Address: 200 WEST MADISON STREET

SUITE 3500

City: CHICAGO

State: IL Zip: 60606

Phone Number: (312) 726-8149

Fax Number: (312) 726-6252

Email Address: anthony.nimmo@ice.miller.com

6. Total number of applications and patents involved: 2**7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00**

- 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 09-0007

Authorized User Name _____

9. Signature:

Anthony Nimmo
Signature

06/01/2006
Date

ANTHONY NIMMO
Name of Person Signing

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

9

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

CH \$80.00 090007 10658814

LICENSE AGREEMENT

THIS AGREEMENT, effective the 18th day of May, 2006, by and between Quiet Solution, LLC, a limited liability company organized and existing under the laws of Delaware, having its principal place of business at 1250 Elko Drive, Sunnyvale, California 94089 ("Quiet Solution") and New NGC, Inc., d/b/a National Gypsum Company or its subsidiary or affiliate, a corporation organized and existing under the laws of the State of Delaware, with its principal office at 2001 Rexford Road, Charlotte, North Carolina 28211, U.S.A. ("NGC");

WITNESSETH:

WHEREAS, Quiet Solution is the owner of certain inventions and improvements relating to viscoelastic acoustical damping materials and their use in constructing building materials having improved soundproofing ability, and has filed in the United States Patent and Trademark Office U.S. Patent Application Serial Nos. 10/658,814 and 10/938,051, both entitled "Acoustical Sound Proofing Material and Methods for Manufacturing Same."

WHEREAS, NGC is engaged in the manufacture and marketing of building products, including panels and boards for building construction, and desires to manufacture and market building products which might be encompassed by the aforementioned patent applications; and

WHEREAS, NGC desires to acquire an option to obtain a license under any patents issuing on the aforementioned patent applications, and Quiet Solution is willing to grant such option and license upon the terms and conditions set forth hereinafter.

NOW THEREFORE, in consideration of the premises recited above, the parties' mutual promises and undertakings, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

PART I - OPTION

1. DEFINITIONS

1.1 "Patent Rights," as used herein, means all patents issuing on Quiet Solution's U.S. Patent Application Serial Nos. 10/658,814 and 10/938,051, and on all extensions, renewals, continuations, continuations-in-part, divisions, reexaminations and reissues of such patents and patent applications.

1.2 "Licensed Products," as used herein, means any panel, board or other material for building construction, including, but not limited to, gypsum wallboard, the manufacture, use or sale of which would infringe upon, or would induce or contribute to infringement of, a valid claim of an issued patent that is part of the Patent Rights. Beyond the first product, each additional product sought by NGC to be licensed hereunder, which falls under this license agreement and which Quiet Solution is at such time producing a similar product, shall be agreed upon by both parties prior to release.

1.3 "Option Period," as used herein, means the period commencing as of the effective date of this Agreement and ending sixty (60) days after receipt of notification from Quiet Solution of the issue of any patent that is part of the Patent Rights.

2. OPTION

2.1 Promptly after the execution of this Agreement, NGC shall pay to Quiet Solution the amount of *One Hundred and No/100 Dollars (\$100.00)* in consideration of the option granted hereunder.

2.2 Quiet Solution hereby grants to NGC an option (hereinafter, the "Option") to acquire a license under the Patent Rights upon the terms and conditions set forth in Part II of this Agreement. The Option may be exercised by NGC at any time during the Option Period defined in Paragraph 1.3.

2.3 If the Option is exercised within the time and in the manner provided in Part I of this Agreement, then the provisions of Part II of this Agreement shall thereupon become effective.

2.4 If the Option is not exercised within the time and in the manner provided in Part I of this Agreement, then this Agreement shall terminate upon the expiration of the Option Period.

2.5 Quiet Solution agrees to keep NGC informed and shall promptly notify NGC of the grant and issue date of any patents included in the Patent Rights.

PART II - LICENSE

This Part II shall become effective only upon exercise by NGC of the Option within the time and in the manner provided above in Part I.

3. GRANT

3.1 Subject to the limitations set forth in this Agreement, Quiet Solution hereby grants to NGC, and NGC hereby accepts, (i) a limited exclusive right and license under the Patent Rights and from their date of issuance to practice the inventions covered by the Patent Rights, to make, use, and sell the Licensed Products, and to extend to NGC's customers the right to use and sell such Licensed Products purchased from NGC, all within the United States of America, Mexico and Canada (the "Territory"), and (ii) a non-exclusive worldwide right and license under the Patent Rights and from their date of issuance to practice the inventions covered by the Patent Rights, to make, use, and sell the Licensed Products, and to extend to NGC's customers the right to use and sell such Licensed Products purchased from NGC.

3.2 Exclusivity Conditions. The limited exclusive license granted herein shall be in effect for:

REDACTED

3.3 The license granted herein may not be assigned by NGC except upon written permission of Quiet Solution. No right to grant sublicenses is intended or granted, except as expressly provided above in Section 3.1. No other or further rights or licenses are hereby granted or implied under any other of Quiet Solution's patents and applications therefor.

3.4 The limited exclusivity shall not limit Quiet Solution from allowing customers who purchase polymers or entire products on an OEM basis to sell products, but in any case, Quiet Solution shall not, to the best of its knowledge, allow a Named Competitor (as set forth on Exhibit A) to produce and sell sound damping wallboard using Quiet Solution technology or intellectual property during the exclusivity period.

3.5 Licensed products shall be labeled in such a manner to acknowledge they are licensed from Quiet Solution under certain patent numbers. Exact wording, marking, placement etc. shall be mutually agreed upon by both parties.

4. ROYALTIES

4.1 As consideration for this Agreement, NGC shall pay to Quiet Solution royalties in the following amounts:

REDACTED

The term "net sales" shall mean gross invoice price from NGC to its customer less sales tax, direct and face-of-invoice discounts, freight, and rebates or incentives on such Licensed Products.

4.2 Licensed Products shall be considered sold and a royalty obligation shall accrue when Licensed Products are invoiced, and if not invoiced, when delivered to a third party. No royalties shall be payable on goods delivered free of charge to customers.

4.3 Royalties accruing to Quiet Solution shall be paid to Quiet Solution within thirty (30) days following the calendar quarter during which they have accrued. All monies due Quiet Solution shall be payable in United States funds.

4.4 Nothing in this Agreement shall be construed as an obligation to pay royalties on any article sold by NGC prior to NGC's exercise of the Option set forth above in Part I.

5. QUARTERLY REPORTS

5.1 Quarterly, not later than thirty (30) days following the end of the calendar quarter in which the Option is exercised and the end of each calendar quarter thereafter while this License is in effect, NGC shall provide Quiet Solution with a written report showing all sales made of Licensed Products during the preceding calendar quarter. If no sales of Licensed Products have been made during any reporting period, a statement to this effect shall be required.

5.2 NGC shall report to Quiet Solution the market introduction date of the first Licensed Product within thirty (30) days of its occurrence.

6. BOOKS AND RECORDS

6.1 NGC shall keep books and records accurately showing all Licensed Products manufactured or sold by NGC under the terms of this Agreement and other data necessary for the determination of the royalties payable under Section 4. Such books and records shall be open to inspection and examination by representatives or agents of Quiet Solution at reasonable times for the purpose of verifying the accuracy of the quarterly reports and the royalties due.

6.2 The fees and expenses of the representatives performing such an examination shall be borne by Quiet Solution; provided, however, if an examination of NGC's books and records shows that NGC has underpaid royalties by greater than 5%, NGC shall be responsible for all fees and expenses of the examination.

6.3 These books and records shall be preserved for at least five (5) years from the date of the royalty payment to which they pertain.

7. CONFIDENTIALITY

Each party hereto agrees not to use or refer to this Agreement or any license granted hereunder in any promotional activity associated with the Licensed Products hereunder, without the express written approval of the other party.

8. TERM OF AGREEMENT

8.1 This Agreement shall commence on the effective date set forth above and, unless sooner terminated as provided herein, shall continue in effect until the expiration of the last to expire issued patent that is part of the Patent Rights.

8.2 In the event that any issued patent licensed hereunder shall be held invalid in a final decision of a court from which no appeal is or may be taken, the obligation of NGC to pay royalties for any Licensed Products encompassed by that issued patent shall terminate as of the date that the decision becomes final, but NGC shall account for and make payment of all royalties accrued prior thereto.

9. DEFAULT

If either party hereto shall violate or fail to perform any covenant, condition, or undertaking of this Agreement that it is obligated or required to perform hereunder, or give just cause why it cannot comply, then and in such event, the non-defaulting party may give written notice of such default to the defaulting party. If the defaulting party should fail to repair such default within sixty (60) days from the receipt by it of such notice, the non-defaulting party shall have the right to terminate this Agreement and the license herein by written notice to the defaulting party at any time within ninety (90) days after said sixty (60) days. This Agreement

shall automatically terminate upon delivery of such notice of termination to the defaulting party. Any termination of this Agreement pursuant to this Section 9 shall be in addition to and shall not be exclusive of or prejudicial to any other rights and remedies at law or in equity that the non-defaulting party may have on account of such default by the defaulting party.

10. DISPOSITION OF LICENSED PRODUCTS ON HAND UPON TERMINATION

Upon termination of this Agreement, NGC shall provide Quiet Solution with a written inventory of all Licensed Products in process of manufacture or in stock and shall have the privilege of disposing of such Licensed Products within a period of six (6) months, provided, however, that all such Licensed Products shall be subject to the terms of this Agreement.

11. PATENT MARKING

NGC agrees to mark all Licensed Products made, used or sold under the terms of this Agreement, and any packaging or containers therefor, in accordance with the applicable patent marking laws. Any additional marking shall be in accordance with section 3.5.

12. WAIVER

No waiver by either party hereto of any breach or default of any of the covenants or agreements herein set forth shall be deemed a waiver as to any subsequent and/or similar breach or default.

13. ASSIGNABILITY

This Agreement is binding upon and shall inure to the benefit of the parties hereto and their successors and assigns.

14. NOTICES

Any payment, notice or other communication required or permitted to be given to either party hereto shall be delivered in person or by registered or certified mail, postage prepaid, return receipt requested, to the respective address given below, or to such other address as it shall designate by written notice given to the other party as follows:

To NGC:

New NGC, Inc.
2001 Rexford Road
Charlotte, NC 28211
ATTN: CFO

With a copy to:

New NGC, Inc.

To Quiet Solution:

Quiet Solution LLC
1250 Elko Drive
Sunnyvale, CA 94089
ATTN: CEO

2001 Rexford Road
Charlotte, NC 28211
ATTN: General Counsel

15. GOVERNING LAWS

This Agreement shall be deemed to have been made in North Carolina, and shall be construed and governed by the law of North Carolina. Any dispute arising under this Agreement shall be resolved solely in the state or federal courts of North Carolina, each party submitting to the jurisdiction and venue of such court.

16. MISCELLANEOUS

16.1 This Agreement embodies the entire understanding of the parties and shall supersede all previous communications, representations or understandings, either oral or written, between the parties relating to the subject matter hereof.

16.2 In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition shall be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

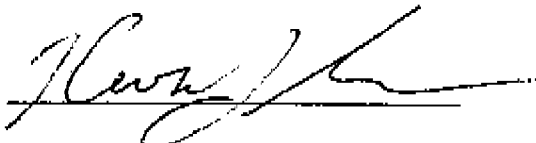
16.3 If any of the provisions of this agreement shall be held to be unenforceable as overly broad, such provisions shall be construed, by limiting and reducing them so as to be enforceable to the extent compatible with applicable law as it shall then appear.

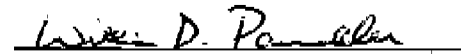
16.4 Each of the persons signing this Agreement represents and warrants that he has the authority to sign the Agreement and to bind the party on whose behalf he supports the act.

WHEREFORE, the parties have executed this Agreement as of the dates indicated below, by their respective officers or duly authorized representatives.

QUIET SOLUTION, LLC

NEW NGC, INC.

By: 

By: 

Name: Kevin Surace

Name: Linda D. Parnell

Title: CEO

Title: Vice President

Dated: May 18, 2006

Dated: 5/18/2006

EXHIBIT A

NAMED COMPETITORS OF NEW NGC, INC.

“Named Competitors” as used in this Agreement shall include the following entities and their affiliates, parents and subsidiaries:

_____ **REDACTED** _____

