

**PATENT ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
Fiskars, Inc.	01/01/1999
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Mr. Ronald W. Lake
<b>Street Address:</b>	3360 Bendix Avenue
<b>City:</b>	Eugene
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97401
<b>Name:</b>	Mr. Michael L. Walker
<b>Street Address:</b>	2925 Powell Street
<b>City:</b>	Eugene
<b>State/Country:</b>	OREGON
<b>Postal Code:</b>	97405
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	5596808
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(503)295-6679
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
<b>Phone:</b>	5032246655
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<b>Correspondent Name:</b>	Edward B. Anderson
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<b>ATTORNEY DOCKET NUMBER:</b>	LKE 301

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NAME OF SUBMITTER:

Edward B. Anderson

**Total Attachments: 7**

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**AMENDMENT TO THE FISKARS/LAKE-WALKER AGREEMENT****January 1, 1999**

This AMENDMENT to the FISKARS/LAKE-WALKER AGREEMENT of February 1, 1997 (The AGREEMENT) is made as of January 1, 1999, by and between FISKARS and the INVENTORS as defined in the AGREEMENT.

WHEREAS, U.S. Patent No. 5,596,808 has been assigned to FISKARS by the INVENTORS in accordance with the terms of the AGREEMENT, the terms of said AGREEMENT having been upheld to date; and

WHEREAS, applications for certain foreign patents have been made; and

WHEREAS, the INVENTORS and FISKARS, in accordance with Section 9.4 of the AGREEMENT, are mutually desirous of altering the AGREEMENT to accomplish the following:

- A. reassign to the INVENTORS the rights, title, and interest in the **Patent** and the **Invention**; notwithstanding such reassignment, FISKARS shall retain the right to manufacture, market, and sell products incorporating the **Invention**;
- B. provide a royalty payment to the INVENTORS for such products sold by FISKARS;
- C. provide for payment by FISKARS to the INVENTORS as final compensation for certain design services.

THEREFORE, the parties to the AGREEMENT mutually agree upon the following modifications, and further agree that the AGREEMENT, as herein amended, shall take precedence over the AGREEMENT in its original form. Notwithstanding, any provisions of the AGREEMENT not specifically modified by this AMENDMENT remain fully valid and enforceable.

**1. SPECIFIC MODIFICATIONS TO THE AGREEMENT BY THIS AMENDMENT,**

**ARTICLE 1, DEFINITIONS.**

This Article is retained in its entirety

Section 1.8 is added and reads as follows:

- 1.8 Amendment Date** means the date stated directly under the title, "AMENDMENT TO THE FISKARS/LAKE-WALKER AGREEMENT".

**ARTICLE 2, ASSIGNMENT AND GRANT.**

Section 2.1 is superceded by Section 2.5 (new).

Section 2.2 is canceled.  
Section 2.3 is canceled.  
Section 2.4 is superceded by Section 2.6 (new).

Section 2.5 is added and reads as follows:

2.5 FISKARS hereby reassigns to INVENTORS the right, title and interest in the **Invention and Patents**, including among other things: (i) the full right to market any device incorporating the **Invention**, individually or in combination with another item in the United States and all foreign countries; (ii) the right to the **Patents**, including any extensions, reissues, reexaminations, continuations, continuations-in-part, divisions, and foreign counterparts thereof; (iii) the right to grant licenses under the **Patents** and under any extensions, reissues, reexaminations, continuations, continuations-in-part, divisions, and foreign counterparts thereof; and (iv) the right to enforce the **Patents** and to collect damages resulting from any infringement thereof. **Notwithstanding**, FISKARS shall retain the full right, but not the obligation, to market any device incorporating the **Invention**, individually or in combination with another item in the United States and all foreign countries.

Section 2.6 is added and reads as follows:

2.6 FISKARS acknowledges that the INVENTORS own the registered trademark LINERLOCK<sup>®</sup>. INVENTORS hereby grant FISKARS the nonexclusive right to use the trademark LINERLOCK<sup>®</sup> and the names "Ronald W. Lake" and "Michael L. Walker", at FISKAR'S sole discretion, on the **Product** and on any packaging and literature associated therewith. Fiskars agrees that, in the event it wishes to use the trademark LINERLOCK<sup>®</sup> or the names "Ronald W. Lake" and "Michael L. Walker", it will do so only in the form and manner specifically preapproved in writing by INVENTORS. Such approval shall not be unreasonably withheld.

### **ARTICLE 3, COMPENSATION.**

Section 3.1 is superceded by Section 3.7 (new).  
Section 3.2 is unaltered.  
Section 3.3 is unaltered.  
Section 3.4 is cancelled.  
Section 3.5 is cancelled.  
Section 3.6 is cancelled.

Section 3.7 is added and reads as follows:

- 3.7 For so long as US Patent No. 5,596,808 is in force, valid, and enforceable against others, FISKARS shall, as complete compensation for the retention of rights prescribed in Section 2.5, pay to the Parties identified in Section 3.4 a total royalty of three percent (3%) of FISKARS' **Selling Price** for the **Product**.

Section 3.8 is added and reads as follows:

- 3.8 Fiskars agrees to pay the sum of \$5,000.00 each to Ronald W. Lake and Michael L. Walker as total and final compensation for design services rendered in connection with certain designs incorporating the **Invention**, said designs being the sole property of Fiskars.

#### **ARTICLE 4, COOPERATION OF THE PARTIES.**

- Section 4.1 is cancelled
- Section 4.2 is cancelled
- Section 4.3 is cancelled

#### **ARTICLE 5, REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION**

This Article is retained in its entirety.

#### **ARTICLE 6, TERM AND TERMINATION; REVISIONARY RIGHT**

- Section 6.1 is superceded by Section 6.7 (new).
- Section 6.2 is superceded by Section 6.8 (new)
- Section 6.3 is superceded by Section 6.9 (new)
- Section 6.4 is canceled
- Section 6.5 is canceled
- Section 6.6 is canceled

Section 6.7 is added and reads as follows:

- 6.7 The terms of the AGREEMENT, as herein amended, shall commence on the **Amendment Date** and, unless sooner terminated in accordance herewith, shall continue until the expiration date of US Patent No. 5,596,808.

Section 6.8 is added and reads as follows:

- 6.8 This AGREEMENT, as herein amended, may be terminated prior to its expiration, as defined in Sections 6.1 and 6.1.1, by written notice to the other **Party**, as follows:

- (i) By INVENTORS, for failure of FISKARS to make timely payments as required under Article 3 hereof: provided, however, that FISKARS shall have thirty (30) days from the date of delivery of such notice within which to remedy such breach.
- (ii) By FISKARS, upon thirty (30) days' notice, if FISKARS determines, in exercise of its sole discretion, that the cost and market opportunities fail to make a **Product** incorporating the **Invention** commercially viable.

Section 6.9 is added and reads as follows:

6.9 The **Parties** agree that expiration or termination of this AGREEMENT shall not affect the continued operation and enforcement of any provision of this AGREEMENT, which by its terms or nature is to survive such termination or expiration.

**ARTICLE 7, MAINTENANCE OF TRADEMARK; ENFORCEMENT OF PATENTS; AND INFRINGEMENT OF THIRD PARTY RIGHTS.**

Section 7.1 is retained

Section 7.2 is canceled

Section 7.3 is superceded by Section 7.4 (new)

Section 7.4 is added and reads as follows:

- 7.4 The **Parties** agree to provide reasonable cooperation to each other in any litigation or other action undertaken to enforce the **Patents** or trademark or to defend against third party claims related to the invention. To that end, and as may come to their knowledge, each **Party** shall give prompt notice to the other of any act of third parties, whether threatened or actual, which may infringe upon the **Patents** or trademark, and of any such third party claims.

Section 7.5 is added and reads as follows:

- 7.5 Pursuant to the reassignment of rights described in Section 2.5, the **Parties** agree that the INVENTORS assume complete responsibility for timely payment of all future costs and filing of such documents as may be required to prosecute and maintain the **Patents**. The INVENTORS further agree to make timely notification to FISKARS in the event they anticipate not making such payments or filing such documents. In such event, FISKARS shall have the right, but not the obligation, to continue prosecution

and maintenance of the **Patents** at their own expense and using counsel of their choice. In this event, Fiskars shall also cease to pay the royalty specified in Section 3.7.

**ARTICLE 8. DISPUTE RESOLUTION.**

This Article is expanded to include the AMENDMENT in addition to the AGREEMENT.

Having been so expanded, subsections 8.1 through 8.5 are retained.

**ARTICLE 9. GENERAL CONDITIONS AND PROVISIONS.**

This Article is expanded to include the AMENDMENT in addition to the AGREEMENT.

Having been so expanded, subsections 9.1 through 9.7 are retained.

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2. SIGNATURES AND SEALS.

IN WITNESS WHEREOF, INVENTORS and FISKARS have executed this Amendment for the purposes herein stated.

RONALD W. LAKE:

by: Ronald W. Lake  
Name: Ronald W. Lake

State of Oregon )  
County of Dane ) SS.

Before me, a notary of the state and county aforesaid, personally appeared Ronald W. Lake, personally known to me (or proved to me by satisfactory evidence), to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged, signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on this 11 day of JAN 1999



Anne Kinsey  
Notary Public

My Commission expires: 2/22/2000

MICHAEL L. WALKER:

by: Michael L. Walker  
Name: Michael L. Walker

State of NEW MEXICO )  
County of Taos ) SS.

Before me, a notary of the state and county aforesaid, personally appeared Michael L. Walker, personally known to me (or proved to me by satisfactory evidence), to be the same person whose name is subscribed to the foregoing instrument, and he acknowledged, signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein stated.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on this 6 day of JANUARY, ~~1998~~ 1999

(Seal)

Jeffrey  
Notary Public

My Commission expires: 10-24-99



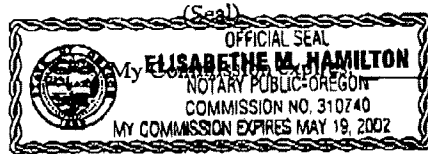
FISKARS, INC.:

By: Roy D. Prestige  
Name: Roy D. Prestige  
Title: Vice President

State of Oregon )  
 ) SS.  
County of Washington )

Before me, a notary of the state and county aforesaid, personally appeared Roy D. Prestige, personally known to me (or proved to me by satisfactory evidence), to be the same person whose name is subscribed to the foregoing instrument, and who, upon oath, acknowledged himself to be a Vice President of Fiskars, Inc., a Wisconsin corporation, that he executed the foregoing instrument for the purposes therein stated, by signing the name of the corporation by himself as Vice President.

IN WITNESS WHEREOF, I hereunto set my hand and seal of my office on  
this 22 day of January, 1998/99



Elisabeth M. Hamilton  
Notary Public