

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
BS Design Corp.	09/26/2006
RECEIVING PARTY DATA	
Name:	Mr. Stanley J. Sreda
Street Address:	10 Mansfield Street
City:	Sharon
State/Country:	MASSACHUSETTS
Postal Code:	02067
PROPERTY NUMBERS Total: 4	
Property Type	Number
Patent Number:	D493511
Patent Number:	D494662
Patent Number:	D492752
Patent Number:	6969415
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ATTORNEY DOCKET NUMBER:	0002.0011
NAME OF SUBMITTER:	William A. Bonk, III
Total Attachments: 17	

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AGREEMENT

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EFFECTIVE as of the later of the execution date of this Agreement or the Assignment pertaining to United States Patent No. D493,511, issued July 27, 2004; United States Patent No. D494,662, issued August 17, 2004; and United States Patent No. D492,752, issued July 6, 2004 (EXECUTION DATE),

1 PARTIES

1.1 BS Design Corp., as represented by William M. Traut, having a place of business at 20 Wilshire Drive, Sharon, MA 02067 ("GRANTOR" herein); and

1.2 Stanley J. Sreda, residing at 10 Mansfield Street, Sharon, MA 02067 ("GRANTEE" herein),

Agree that:

2 BACKGROUND

2.1 PARTIES developed and are joint owners of TECHNOLOGY that is at least partly the subject of certain PATENTS;

2.2 PARTIES agree that PARTIES each should benefit from said PATENTS and/or TECHNOLOGY;

2.3 PARTIES agree that GRANTOR shall enjoy unfettered exploitation of said PATENTS and/or TECHNOLOGY, in particular the licensing thereof, from EXECUTION DATE; and

2.4 PARTIES agree that GRANTEE shall enjoy royalties based on said licensing in accordance with the terms herein.

3 DEFINITIONS

3.1 Terms in this Agreement, other than names of parties and Article headings, set forth in uppercase letters have the meanings established for such terms in the succeeding paragraphs of this Article.

3.2 AFFILIATE refers to any person or legal entity that is a general licensee of such party in the field of this Agreement and that has a contract with such party entitling it to receive continuing technical services from the party, but any such person shall be deemed to be an AFFILIATE only so long as it has such a contract and continues to be such a licensee;

3.3 PATENT(S) refers to the patents recited in Appendix A hereto;

3.4 CONTROLLED COMPANY refers to any:

3.4.1 SUBSIDIARY; and

3.4.2 corporation, company, or other entity, not a SUBSIDIARY, at least 40% of the voting stock of which is directly or indirectly owned or controlled by such party, provided such party also has in case 2 either:

3.4.2.1 The irrevocable right to name a majority of the members of the governing board of such corporation; or

3.4.2.2 Effective managerial control by virtue of a management agreement entered into with such corporation;

3.5 EXPIRATION DATE refers to the day on which a patent expires;

3.6 GRANTEE refers to only the party recited in § 1.2 herein and excludes any AFFILIATE, CONTROLLED COMPANY and SUBSIDIARY;

3.7 HAVE MADE refers to that which a LICENSOR contracted with a third party or parties to manufacture;

3.8 IMPROVEMENT:

3.8.1 refers to any modification of subject matter of a PATENT, provided such modification, if unauthorized, would infringe one or more claims of a PATENT;

3.8.2 refers to any new or modified product that performs the same function in a better or more economical way or costs less to manufacture than what is claimed in a Patent.

3.9 LICENSOR refers to an individual who or entity that licenses any of PATENTS or TECHNOLOGY;

3.10 OTHERWISE DISPOSED OF refers to any ROYALTY-BEARING PRODUCT:

3.10.1 not sold but delivered by LICENSOR to others, including deliveries for export, regardless of the basis for compensation, if any;

3.10.2 put into use by LICENSOR for any purpose other than routine testing of same; or

3.10.3 not sold as such, but sold by LICENSOR as components or constituents of other products.

3.11 PATENT EXPIRATION shall be understood to occur at midnight on EXPIRATION DATE;

3.12 ROYALTY-BEARING PRODUCT refers to products and services within PATENTS and TECHNOLOGY subject to royalty payments under § 6 herein;

3.13 SUBSIDIARY refers to a corporation, company, or other entity more than 50% of whose outstanding securities representing the right, other than as affected by events of default, to vote for the election of directors or other governing authorities are now or hereafter owned or controlled, directly or indirectly, by such party, but such corporation, company, or other entity shall be deemed to be a SUBSIDIARY only so long as such ownership or control exists;

3.14 TECHNOLOGY means unpublished research and development information, unpatented inventions, know-how, experience, trade secrets, and technical data that PARTIES developed as of the effective date of this Agreement;

3.15 TERRITORY refers to the geographic boundaries, territories and possessions of a jurisdiction, or otherwise permitted under laws governing the PATENTS.

4 DISCLAIMER OF CONTRACTUAL RESTRAINT ON EXPORT, RESERVATION OF FOREIGN PATENT RIGHTS

4.1 Nothing in this Agreement is intended to preclude the export or the sale for export of any ROYALTY-BEARING PRODUCT for which royalties shall be paid as provided in § 6 herein.

5 GRANTBACK LICENSE

5.1 GRANTEE agrees to grant to GRANTOR a nonexclusive, irrevocable, royalty-free license under any IMPROVEMENT, and any patent disclosing such IMPROVEMENT.

5.2 GRANTEE shall disclose any such IMPROVEMENT to GRANTOR in writing within sixty days after its actual or constructive reduction to practice.

5.3 GRANTEE shall be entitled to royalties on any such IMPROVEMENT consistent with § 6 herein, which PARTIES agree to reduce to written agreement or amendment hereto within sixty days after GRANTEE discloses such IMPROVEMENT to GRANTOR.

6 ROYALTIES

6.1 NET SELLING PRICE, at GRANTOR's option, means:

6.1.1 LICENSOR's invoice price, f.o.b. factory, after deduction of regular trade and quantity discounts, but before deduction of any other items, including but not limited to freight allowances, cash discounts, and agents' commissions;

6.1.2 LICENSOR's invoice price, less those taxes, duties, and shipping charges separately stated on the invoice.

6.2 No other costs incurred in the manufacturing, selling, advertising and distribution of ROYALTY-BEARING PRODUCTS shall be deducted, nor shall such deduction shall be allowed against any uncollectible accounts or allowances.

6.3 To assure to GRANTEE the full royalty payments contemplated in this Agreement, GRANTOR agrees that in the event any ROYALTY-BEARING PRODUCTS shall be sold:

6.3.1 for resale either to: (1) to a corporation, firm, or association that, or individual who, owns a controlling interest in LICENSOR by stock ownership or otherwise, or (2) a corporation, firm, or association in which LICENSOR or its stockholders own a controlling interest by stock ownership or otherwise, the royalties to be paid in respect to such ROYALTY-BEARING PRODUCTS shall be computed on the NET SELLING PRICE at which the purchaser for resale sells such PRODUCTS rather than on the NET SELLING PRICE of LICENSOR;

6.3.2 to a corporation, firm, or association: (1) that, or individual who, shall own a controlling interest in LICENSOR by stock ownership or otherwise, or (2) in which LICENSOR, stockholders of LICENSOR, or any subsidiary company of LICENSOR shall own, directly or indirectly, a controlling interest by stock ownership or otherwise, or (3) with which, or individual with whom, LICENSOR or its stockholders or subsidiary companies shall have any agreement, understanding, or arrangement, such as, among other things, an option to purchase stock, or an arrangement involving a division of profits or special rebates or allowances, without which agreement, understanding, or arrangement, prices paid by such corporation, firm, association, or individual for the apparatus authorized hereunder would be higher than the NET SELLING

PRICE reported by LICENSOR, or if such agreement, understanding, or arrangement results in extending to such corporation, firm, association, or individual lower prices for ROYALTY-BEARING PRODUCTS than those charged to outside concerns buying similar merchandise in similar amounts and under similar conditions, then, and in any such events, the royalties to be paid hereunder in respect of such PRODUCTS shall be based on the NET SELLING PRICE at which the purchaser of PRODUCTS so sold resells such PRODUCTS, rather than on the NET SELLING PRICE of LICENSOR; provided, however, that LICENSOR shall not be obligated under the foregoing to pay royalty based on selling prices in excess of the standard NET SELLING PRICE at which it or any of the organizations or individuals associated with it as specified in this section shall set such apparatus to any wholly independent jobber or distributor.

6.4 Where products are not sold, but OTHERWISE DISPOSED OF, the NET SELLING PRICE of such products for the purposes of computing royalties shall be the selling price at which products of similar kind and quality, sold in similar quantities, are currently being offered for sale by LICENSOR. Where such products are not currently being offered for sale by LICENSOR, the NET SELLING PRICE of products otherwise disposed of, for the purpose of computing royalties, shall be the average selling price at which products of similar kind and quality, sold in similar quantities, are then currently being offered for sale by other manufacturers. Where such products are not currently sold or offered for sale by LICENSOR or others, then the NET SELLING PRICE, for the purpose of computing royalties, shall be LICENSOR'S cost of manufacture, determined by LICENSOR'S customary accounting procedures, plus an amount to be decided upon.

6.5 Where ROYALTY-BEARING PRODUCTS are not sold separately, but are sold in combination with or as parts of other products, the NET SELLING PRICE of the ROYALTY-BEARING PRODUCTS so sold shall be calculated for the purpose of computing royalties due by applying to the total NET SELLING PRICE (as herein defined) of the combined or composite products a fractional multiplier having as its denominator the total manufacturing cost of the combined or composite products (determined in accordance with LICENSOR'S customary accounting procedures) and

as its numerator the manufacturing cost of the included ROYALTY-BEARING PRODUCTS (similarly determined).

6.6 The obligation to pay royalties shall terminate as to each AUTHORIZED PATENT on expiration thereof, except that royalties accrued but not paid prior to such expiration shall be payable with the next report made under § 7 herein.

6.7 Products Subject to Royalty Accrual

6.7.1 Under this Agreement, ROYALTY-BEARING PRODUCTS shall be considered subject to royalties under § 6.8 herein when shipped, when an invoice is sent out, or OTHERWISE DISPOSED OF, whichever occurs first, except that upon expiration of any patent covering such ROYALTY-BEARING PRODUCTS, or upon any termination of license, all ROYALTY-BEARING PRODUCTS LICENSOR made by, on, or prior to the date of such expiration or termination that have not been shipped or invoiced prior thereto shall be subject to royalty and reported to GRANTEE in the Post Termination Report under § 7.7 herein. Royalties paid on ROYALTY-BEARING PRODUCTS that are not accepted by the customer shall be credited to the GRANTOR.

6.8 Standard Royalty

6.8.1 GRANTOR shall pay GRANTEE 10 % of GRANTOR's net income from any and all use of PATENTS, subject to § 6.12 herein.

6.8.2 Royalties owed GRANTEE shall be calculated on a quarterly calendar basis (ROYALTY PERIOD) and shall be payable no later than 30 days after the termination of the preceding full semiannual period, i.e., commencing on the first day of January, April, July and October, except that the first and last calendar periods may be "short," depending on the effective date of this Agreement.

6.9 All payments specified herein shall be made at GRANTEE's address, as specified in § 1 herein, in U.S. currency determined on the basis of the official rate of exchange as published by the WALL STREET JOURNAL on the date such payments are due.

6.10 GRANTEE's receipt or acceptance of any royalty statement or payment shall not waive GRANTEE's right to challenge the validity or accuracy of same.

6.11 GRANTOR's obligation to pay royalties shall survive the Agreement for as long as GRANTOR continues to exploit any license to any PATENT or TECHNOLOGY.

6.12 Untimely royalty payments, or incomplete portions thereof, shall incur 18% annual interest, or the maximum permitted by law, from when payment was due.

7 REPORTING, RECORDS AND AUDITS

7.1 GRANTOR agrees to inform GRANTEE promptly after the execution of any license to PATENTS or TECHNOLOGY as to the specific nomenclature and type designations under which any LICENSOR will render bills covering sales of ROYALTY-BEARING PRODUCTS, and further agrees to inform GRANTEE of any change or new designations that may thereafter be made or adopted for same, and GRANTOR, in rendering bills for ROYALTY-BEARING PRODUCTS sold, agrees that such bills invariably will use the nomenclature and type designation so furnished to GRANTEE.

7.2 GRANTOR agrees to make written reports to GRANTEE quarterly within thirty (30) days after the first days of each January, April, July, and October during the life of the Agreement and as of such dates, stating in each such report the number, description, and aggregate NET SELLING PRICES of each ROYALTY-BEARING PRODUCT sold or OTHERWISE DISPOSED OF during the preceding three (3) calendar months and on which royalty is payable. The first such report shall include all such ROYALTY-BEARING PRODUCTS so sold or OTHERWISE DISPOSED OF prior to the date of such report or between the date of this Agreement and the date of such report, whichever is more appropriate. Concurrently with the making of each such report, GRANTOR shall pay to GRANTEE royalties as specified in § 6 herein.

7.3 Every Report shall be certified as accurate by a duly authorized officer of GRANTOR, reciting, on a country-by-country basis, the stock number, item, units sold, description, quantity shipped, gross invoice, amount billed customers less discounts, allowances, returns, and reportable sales for each ROYALTY-BEARING PRODUCT. Such statements shall be furnished regardless of whether any ROYALTY-BEARING PRODUCTS were sold or OTHERWISE DISPOSED OF during ROYALTY PERIOD or whether any actual royalty was owed.

7.4 GRANTOR agrees to keep records showing the sales or other dispositions of ROYALTY-BEARING PRODUCTS sold or OTHERWISE DISPOSED OF in sufficient detail to enable GRANTEE to determine the royalties payable hereunder by GRANTOR, and further agrees to permit its books and records to be examined from time to time to the extent necessary to verify the reports provided, such examination to be made at GRANTEE's expense by any auditor that GRANTEE appoints who shall be acceptable to GRANTOR, or, at GRANTOR's option and expense, by a certified public accountant that GRANTOR appoints.

7.5 In the event that such examination reveals GRANTOR's underpayment of actual royalties owed GRANTEE, GRANTOR shall pay the difference plus 18 % annual interest, or the maximum permitted by law, from when the royalties were due. If such underpayment exceeds \$1,000 U.S. Dollars for any ROYALTY PERIOD, GRANTOR also shall reimburse GRANTEE for the cost of such examination.

7.6 All books and records relative to GRANTOR's obligations hereunder shall be maintained and made accessible to GRANTEE for at least five years after termination of this Agreement.

7.7 GRANTOR also agrees to make a written report to the GRANTEE within thirty (30) days after the date of any termination of this Agreement, stating in such report the number, description, and NET SELLING PRICES of all ROYALTY-BEARING PRODUCTS that were sold or OTHERWISE DISPOSED OF and on which royalties are payable, but that were not previously reported to GRANTEE.

8 THIRD-PARTY LITIGATION

8.1 If either PARTY becomes aware of potential infringement of any PATENT RIGHTS, then that PARTY will notify the other PARTY as soon as possible.

8.2 The PARTIES will each use their best efforts to ensure that PARTIES cooperate and supply all assistance reasonably requested in connection with any patent infringement action.

8.3 GRANTOR agrees to allow GRANTEE to participate in, but not control litigation involving PATENTS and/or TECHNOLOGY from which GRANTEE enjoys or has potential to enjoy royalties. GRANTOR agrees not to hold GRANTEE responsible for costs associated with litigation GRANTOR initiates.

8.4 GRANTOR agrees to allow GRANTEE to name GRANTEE as a litigant if necessary for GRANTEE to maintain litigation involving PATENTS and/or TECHNOLOGY from which GRANTEE enjoys or has potential to enjoy royalties. GRANTEE agrees not to hold GRANTOR responsible for costs associated with litigation GRANTEE initiates.

9 TERM, TERMINATION AND BANKRUPTCY

9.1 TERMINATION and cognate words, such as "term" and "terminate," used in this Article and elsewhere in this Agreement are to be read, except where the contrary is specifically indicated, as omitting from their effect the following rights and obligations, all of which survive any termination to the degree necessary to permit their complete fulfillment or discharge:

9.1.1 GRANTEE's right to receive or recover and GRANTOR's obligation to pay royalties, including minimum royalties, accrued or accruable for payment at the time of any termination;

9.1.2 GRANTOR's obligation to maintain records and GRANTEE's right to conduct a final audit as provided in § 7 herein;

9.1.3 Any cause of action or claim of GRANTEE accrued to or to accrue because of any breach or default of GRANTOR.

9.2 Unless previously terminated in accordance with other provisions of this Agreement, the TERM of this Agreement shall run until expiration of the last of PATENTS and shall thereupon terminate.

9.3 If GRANTOR shall at any time default in the payment of any royalty or the making of any report hereunder, or shall commit any breach of any covenant herein contained, or shall make any false report and shall fail to remedy any such default, breach, or report within thirty (30) days after written notice thereof, GRANTEE may terminate this Agreement and compel GRANTOR to grant to GRANTEE a non-revokable, paid-up, transferable license to the PATENTS and TECHNOLOGY.

9.4 This Agreement may be terminated by either PARTY upon written notice to the other PARTY specifying a material breach of a provision thereof. Such termination shall be effective sixty (60) days after written notice to the other party specifying the breach. If the specified breach is cured before the effective date of

termination, the Agreement shall not be terminated and the notice thereof shall have no effect.

9.5 Upon the expiration or termination of this Agreement, all rights granted to GRANTEE herein shall terminate and immediately revert to GRANTOR.

10 PATENT VALIDITY OR SCOPE

10.1 If, in any proceeding in which the validity, infringement or priority of invention of any claim of any PATENT is in issue, a judgment or decree is entered that becomes not further reviewable through the exhaustion of all permissible applications for rehearing or review by a superior tribunal or through the expiration of the time permitted for such applications (hereinafter referred to as an "irrevocable judgment"), the construction placed on any such claim by such irrevocable judgment shall thereafter be followed, not only as to such claim but as to all claims to which such construction applies, with respect to acts occurring thereafter; and, if such irrevocable judgment holds any claim invalid or is adverse to the patent as to inventorship, GRANTOR shall be relieved thereafter from including in its reports apparatuses sold thereafter covered only by such claim or by any broader claim to which such irrevocable judgment is applicable, and from the performance of those other acts that may be required by this Agreement only because of any such claim; provided, however, that if there are two or more conflicting irrevocable judgments with respect to the same claim, the decision of the higher tribunal shall be followed thereafter, but if the tribunals be of equal dignity, then the decision more favorable to the claim shall be followed until the less favorable decision has been followed by the irrevocable judgment of another tribunal of at least equal dignity. In the event of conflicting irrevocable judgments of the Supreme Court of the United States, the latest shall control.

10.2 Nothing in this Agreement precludes GRANTOR from contesting the validity of any PATENT. In the event evidentiary material comes to the attention of GRANTOR subsequent to GRANTOR's execution of this Agreement that, in the judgment of GRANTOR, bears on the validity or scope of any PATENT, GRANTEE will in good faith discuss with GRANTOR whether such evidentiary material so affects the validity or scope of the PATENT to which it is asserted to apply that the terms of the license in respect to such PATENT should be modified.

11 REPRESENTATIONS

11.1 Nothing in this Agreement shall be construed as:

11.1.1 A warranty or representation by GRANTOR as to the validity or scope of any PATENT;

11.1.2 A warranty or representation that anything made, used, sold, or OTHERWISE DISPOSED OF under any right granted in this Agreement is or will be free from infringement of patents of third parties;

11.1.3 A requirement that GRANTOR shall file or prosecute any patent application, secure any patent, or maintain any patent in force, provided that GRANTOR provides GRANTEE notice with sufficient time to prepare for and undertake same if desired;

11.1.4 An obligation to bring or prosecute actions or suits against third parties for infringement, except to the extent and in the circumstances stated in § 8 herein;

11.1.5 Granting by implication, estoppel, or otherwise, any licenses or rights under patents of GRANTOR other than any PATENT, regardless of whether such other patents are dominant of or subordinate to any PATENT.

12 WAIVERS

12.1 No waiver by either party of any default shall be deemed as a waiver of any prior or subsequent default of the same or other provisions of this Agreement.

13 INTEGRATION

13.1 This instrument contains the entire and only agreement between the parties and supersedes all preexisting agreements therebetween respecting its subject matter. Any representation promise, or condition in connection with such subject matter that is not incorporated in this Agreement shall not be binding on either party. No modification, renewal, extension, or waiver, and, except as provided herein, no termination of this Agreement or any of its provisions, shall be binding on the party against whom enforcement of such modification, renewal, extension, waiver, or termination is sought, unless made in writing and signed on behalf of such party by one of its executive officers.

14 CHOICE OF LAW, VENUE AND LANGUAGE

14.1 This Agreement including all matters of construction, validity, and performance, shall be governed by and construed and enforced in accordance with the laws of GRANTOR's choice of jurisdiction as applied to contracts made, executed, and to be fully performed therein by citizens and without regard to the conflict of law rules thereof.

14.2 PARTIES agree that the exclusive jurisdiction and venue for any action brought between PARTIES under this Agreement shall be the state and federal courts sitting in GRANTOR's choice of jurisdiction and each of PARTIES agrees and submits itself to the exclusive jurisdiction and venue of such courts for such purpose.

15 NOTICE

15.1 All notices and other communications called for or required by this Agreement shall be in writing to the parties at their respective addresses stated in § 1 herein, or to such other address as a party may subsequently specify and shall be deemed to have been received: (1) upon delivery in person; (2) upon the passage of seventy-two (72) hours following post by first class registered or certified mail, return receipt requested, with postage prepaid; (3) upon the passage of twenty-four (24) hours following post by overnight receipted courier service; or (4) upon transmittal by confirmed telex or facsimile provided that if sent by facsimile a copy of such notice shall be concurrently sent by U.S. certified mail, return receipt requested and postage prepaid, with an indication that the original was sent by facsimile and the date of its transmittal.

16 MARKING

16.1 GRANTOR agrees to require LICENSOR to mark, in accordance with the marking provisions of the intellectual property laws in TERRITORY, all products made under the PATENTS, packaging therefor or appropriate literature related thereto with, where the subject of a PATENT, "Patent" or "Patents" and the number or number of the appropriate PATENTS, and where the subject of a pending application, "Patent Pending;" and

16.2 GRANTOR agrees to require LICENSOR to mark any products made using a process covered by any PATENT with the number of each such patent and,

with respect to PATENTS, to respond to any requests for disclosure under 35 U.S.C. §287(b)(4)(B) by notifying GRANTEE of the request for disclosure.

17 SEVERABILITY

17.1 Should any part of this Agreement be held unenforceable or in conflict with the law of the jurisdiction in which action thereon is brought, the validity of the remaining parts shall not be affected by such holding. In the event a part of this Agreement held unenforceable or in conflict with law affects consideration to either PARTY, PARTIES agree to negotiate in good faith amendment of such part or provision in a manner consistent with the intention of PARTIES as expressed in this Agreement.

18 FORCE MAJEURE

18.1 Neither PARTY shall be responsible or liable to the other PARTY for nonperformance or delay in performance of any terms or conditions of this Agreement due to acts or occurrences beyond the control of the nonperforming or delayed party, including, but not limited to, acts of God, acts of government, wars, riots, strikes or other labor disputes, shortages of labor or materials, fires, and floods, provided the nonperforming or delayed party provides to the other party written notice of the existence of and the reason for such nonperformance or delay; or

18.2 Any nonperformance or delay of GRANTOR subject to § 18.1 herein that is in excess of one hundred eighty (180) days shall constitute cause for GRANTEE to terminate this Agreement upon written notice to GRANTOR, pursuant to § 9.3.

18.3 Nothing in § 18 shall excuse timely payment by GRANTEE of royalties owed under this Agreement.

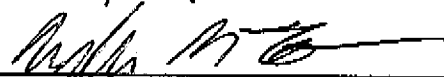
SIGNATURES

IN WITNESS WHEREOF, the undersigned, duly authorized officers or representatives, executed this Agreement in duplicate originals.

GRANTOR

9/26/06
Date

BS Design Corp.



William M. Traut

Title: President

BS Design Corp.

20 Wilshire Drive

Sharon, MA 02067

NOTARY PUBLIC

State of: Massachusetts

County of: Norfolk

I certify that William M. Traut, duly sworn, executed the above statement in my presence on 9/26/06.

My commission expires 1/18/2013
Date

GRANTEE

9/26/06
Date

Joel H. Fishman
Notary Public



JOEL H. FISHMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 18, 2013

Stanley J. Sreda

Title: _____
10 Mansfield Street
Sharon, MA 02067

NOTARY PUBLIC

State of: Massachusetts

County of: Norfolk

I certify that Stanley J. Sreda, duly sworn, executed the above statement in my presence on 9/26/06.

My commission expires 1/18/2013
Date

Joel H. Fishman
Notary Public



JOEL H. FISHMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
January 18, 2013

APPENDIX A: PATENTS

1. Canadian Patent No. 100,328, issued January 4, 2005;
2. United States Patent No. D493,511, issued July 27, 2004;
3. United States Patent No. D494,662, issued August 17, 2004;
4. United States Patent No. D492,752, issued July 6, 2004;
5. United States Patent No. 6,969,415, issued November 29, 2005;
6. Canadian Patent Application No. 2,418,745, filed February 12, 2003; and
7. New Zealand Patent No. 535,271, issued February 9, 2006.