

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
Thermodrive, L.L.C.	09/22/2008
RECEIVING PARTY DATA	
Name:	Intralox, L.L.C.
Street Address:	301 Plantation Road
City:	Harahan
State/Country:	LOUISIANA
Postal Code:	70123
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	7210573
CORRESPONDENCE DATA	
Fax Number:	(504)734-5233
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	504-570-1243
Email:	jcronvic@laitram.com
Correspondent Name:	LAITRAM, L.L.C. LEGAL DEPARTMENT
Address Line 1:	200 LAITRAM LANE
Address Line 4:	HARAHAN, LOUISIANA 70123
ATTORNEY DOCKET NUMBER:	12008-18
NAME OF SUBMITTER:	James T. Cronvich

Total Attachments: 15
 source=Agreement for Recording#page1.tif
 source=Agreement for Recording#page2.tif
 source=Agreement for Recording#page3.tif
 source=Agreement for Recording#page4.tif
 source=Agreement for Recording#page5.tif

CH \$40.00 7210573

source=Agreement for Recording#page6.tif
source=Agreement for Recording#page7.tif
source=Agreement for Recording#page8.tif
source=Agreement for Recording#page9.tif
source=Agreement for Recording#page10.tif
source=Agreement for Recording#page11.tif
source=Agreement for Recording#page12.tif
source=Agreement for Recording#page13.tif
source=Agreement for Recording#page14.tif
source=Agreement for Recording#page15.tif

EXCERPT OF TECHNOLOGY LICENSE AGREEMENT

INTRALOX, L.L.C., a Louisiana limited liability company ("Intralox"), **MOL INDUSTRIES, INC.**, a Michigan corporation ("Mol"), **THERMODRIVE, L.L.C.**, a Michigan limited liability company ("TDLLC"), and **THERMODRIVE BV**, a Netherlands company ("ThermoDrive BV") have entered into a **TECHNOLOGY LICENSE AGREEMENT** entitled Alliance Agreement (the "Agreement") dated as of the 22nd day of September, 2008 and made effective on the Effective Date (as defined in Appendix A of the Agreement). The parties desire to execute this **EXCERPT OF TECHNOLOGY LICENSE AGREEMENT** ("Excerpt") to serve as an excerpt of the Agreement for the purpose of recordation in the U.S. Patent and Trademark Office to evidence the licenses and rights to the patents granted by TDLLC to Intralox pursuant to the Agreement without disclosure of certain confidential terms included in the Agreement.

Subject to the other terms and conditions set forth in the Agreement, Intralox, Mol, TDLLC, and ThermoDrive BV (each, as the context requires, a "Party", and, collectively, the "Parties") agree as follows:

1. INTRODUCTION

1.1 Definitions. The definitions for capitalized terms used and not otherwise defined in this Agreement are located in Appendix A.

1.2 Intentionally Omitted.

2. LICENSE TO INTRALOX

2.1 Exclusive License for ThermoDrive Technology.

2.1.1 Grant of Rights. Subject to the terms and conditions of this Agreement, TDLLC hereby grants to Intralox an exclusive, perpetual, worldwide license under the ThermoDrive Technology:

- (a) to Fabricate, market, use and sell ThermoDrive Products, and
- (b) to Manufacture the Non-Belting Components for ThermoDrive Products and the Welder.

2.1.2 Allowed Exceptions.

- (a) Intentionally Omitted.
- (b) The agreement that TDLLC or Mol may enter into with American Bowling Parts will not be deemed to infringe on Intralox's exclusive rights granted in Section 2.1.1 if the rights granted to American Bowling Parts in that agreement are specifically limited to bowling alley pin conveyor applications of ThermoDrive Products for a period not to exceed 3 years. Intralox will be

provided with a copy of any such agreement and a reasonable opportunity for input and comment before its execution.

- (c) Fabrication of ThermoDrive Products by Mol or ThermoDrive BV as provided and limited under Section 7 of this Agreement will not be deemed to infringe on Intralox's exclusive Fabrication rights granted in Section 2.1.1.

2.1.3 Sublicensing of Selling Rights. Intralox shall not have the right to grant sublicenses of its rights to market and sell ThermoDrive Products under the exclusive license provided in Section 2.1.1 to any other Person, except for:

- (a) Distributors and sales representatives of Intralox, or Mol, including ThermoDrive BV, selling ThermoDrive Products as approved by Intralox, and
- (b) Affiliates of Intralox.

2.1.4 Reserved Rights. TDLLC reserves a right to Manufacture ThermoDrive Belting and the Welder, but solely in connection with its performance of its obligations to Intralox under this Agreement, subject to Intralox's rights under Sections 2.3 and 8. TDLLC also reserves its right to manufacture products covered by ThermoDrive Technology for check stand or treadmill applications, which are excluded from the definition of ThermoDrive Product.

2.1.5 Intentionally Omitted.

2.1.6 Intentionally Omitted.

2.2 Sale of Exclusive Rights. On the Effective Date, Intralox shall pay to TDLLC an initial payment in the amount as further provided in the Agreement specifically as consideration for the acquisition of perpetual exclusive rights for the life of the following patents: (i) U.S. patent number 7,210,573, filed on February 3, 2003, (ii) U.S. patent application number 10/505,063, filed on January 19, 2006, and (iii) European Patent Number EP1483183, filed on February 3, 2003. No part of this payment shall be deemed a royalty payment, treated as prepaid royalties or in any way credited to the payment of royalties to be otherwise paid under separate provisions of this Agreement. The parties specifically acknowledge that the sale of the exclusivity of the rights to these patents is the sale and acquisition of a capital asset.

2.3 Non-Exclusive License to Manufacture ThermoDrive Belting and to Manufacturing Technology. In addition to the rights licensed under Section 2.1 and in consideration for payment of a fee in the amount provided in the Agreement from Intralox on the Effective Date, which will be treated by TDLLC as ordinary income, TDLLC hereby grants to Intralox a worldwide license under the ThermoDrive Technology to Manufacture the ThermoDrive Belting, and to use the Manufacturing Technology, subject to the restrictions and

allocation of ThermoDrive Belting provided in Section 8. The license will be non-exclusive unless and until it becomes exclusive under Section 8.

2.4 Non-Exclusive License to ThermoDrive trademarks. TDLLC grants to Intralox a non-exclusive, worldwide license to use the ThermoDrive trademarks in connection with its marketing of the ThermoDrive Products until those trademarks expire or this Agreement is terminated by TDLLC under Section 10.2. Other than this license, Intralox shall not acquire any right, title, or interest to the ThermoDrive trademarks as a result of this Agreement, and all uses shall inure to the benefit of TDLLC or Mol. Intralox will use the ThermoDrive trademarks on ThermoDrive Products for at least as long as royalties are payable on ThermoDrive Products or TDLLC is Manufacturing ThermoDrive Belting, with reasonable discretion to use those trademarks with the Intralox name, including in a manner that differentiates the new molded product from the current machined version. For example, Intralox has the right to use the ThermoDrive trademark in conjunction with a new product name like "Intralox ThermoDrive Ultra" for the new molded ThermoDrive Products.

2.5 Restrictions on Transfers of Intellectual Property and Equipment. During the Term of this Agreement, as defined under Section 10.1, neither TDLLC nor Mol nor any successors of either TDLLC or Mol shall Transfer (a) any Intellectual Property Rights licensed to Intralox under this Agreement, without the prior written consent of Intralox, or (b) any rights to any equipment utilized by TDLLC now or in the future for the Manufacture of ThermoDrive Belting without the prior written consent of Intralox.

2.6 Intentionally Omitted.

2.7 Intentionally Omitted.

2.8 Intentionally Omitted.

2.9 Mol Prototype Technology. Notwithstanding the prohibitions in Section 2.8, Mol and TDLLC may commercialize the Mol Prototype Technology either independently, through distributors, or through any other Person that is not a Competitor of Intralox, but Mol and TDLLC must discuss and attempt in good faith to reach agreement with Intralox for the granting to Intralox of exclusive rights to the Mol Prototype Technology, before discussing commercialization of this technology with any other Person. Mol and TDLLC will delay initiation of discussion with any Person other than Intralox until 30 days following written notice to Intralox that it considers its obligation to negotiate in good faith with Intralox to be fulfilled.

3. INTENTIONALLY OMITTED.

4. INTENTIONALLY OMITTED.

5. INTENTIONALLY OMITTED.

6. ALLIANCE STEERING COMMITTEE

6.1 Establishment. A steering committee composed of two representatives from TDLLC or Mol and two representatives from Intralox (the "Alliance Steering Committee") is

hereby established for purposes of reviewing the progress of the Parties' performance under this Agreement and for making decisions related to the Agreement as specifically referenced in the Agreement.

6.2 Intentionally omitted.

6.3 Intentionally omitted.

7. INTENTIONALLY OMITTED.

8. SUPPLY AND MANUFACTURE

8.1 Ownership and Management of Manufacturing Cells

8.1.1 Intentionally Omitted.

8.1.2 Second Manufacturing Cell. Intralox will own and manage the second Manufacturing Cell for ThermoDrive Belting ("Second Manufacturing Cell").

(a) Manufacturing Rights and Equipment. Upon execution of this Agreement, Intralox shall have the right to acquire all equipment necessary to develop the Second Manufacturing Cell. Intralox will have the right to use the Second Manufacturing Cell:

(i) as appropriate for reasonable testing of the Second Manufacturing Cell;

(ii) when it determines with commercial reasonableness, following consultation with TDLLC, that operation of the Second Manufacturing Cell is necessary to commercially respond to problems with the First Manufacturing Cell that TDLLC and Intralox have not been able to fix, until the First Manufacturing Cell has demonstrated that it will be able to resume production of quality ThermoDrive Belting in an effective and efficient manner; or

(iii) at the time when the capacity of the First Manufacturing Cell is no longer adequate, as reasonably determined by Intralox, to timely meet the demand of Intralox's customers for ThermoDrive Products, at which point Intralox's right to use the Second Manufacturing Cell will become permanent, subject to termination only as provided under Section 10.2.

(b) Intentionally Omitted.

(c) Intentionally Omitted.

(d) **Intentionally Omitted.**

(e) **Intentionally Omitted.**

8.1.3 Third Manufacturing Cell. TDLLC will own and manage the Third Manufacturing Cell for ThermoDrive Belting in Walker, MI. Like the Second Manufacturing Cell, which will be utilized to supply ThermoDrive Belting in excess of what the First Manufacturing Cell can supply, the Third Manufacturing Cell will supply the capacity that cannot be supplied by the First and Second Manufacturing Cells. Intralox will have the right to own and operate additional back-up Manufacturing Cells for the purpose provided in Section 8.1.2(a)(i) and (ii) with regard to all Manufacturing Cells owned and managed by TDLLC.

8.1.4 Intentionally Omitted.

8.1.5 Intentionally Omitted.

8.1.6 Intentionally Omitted.

8.1.7 Intentionally Omitted.

8.1.8 Intentionally Omitted.

8.2 Intentionally Omitted.

8.3 Conversion of Intralox's Manufacturing License to Exclusive License. In addition to the mutual agreement of the Parties to convert Intralox's Manufacturing license to an exclusive license under Section 8.1 or otherwise, the following events will trigger the right of Intralox to exercise its exclusive rights to Manufacture ThermoDrive Belting under Section 2.3, regardless of whether Intralox is operating the Second Manufacturing Cell or any other Manufacturing Cells at the time of these events or not:

8.3.1 Insolvency of Mol or TDLLC, filing of petition in bankruptcy by Mol or TDLLC, or appointment of a receiver or other custodian of the assets of Mol or TDLLC, where any of these circumstances results in a material breach of any of TDLLC's Manufacturing obligations under this Agreement;

8.3.2 Occurrence of circumstances that will subject TDLLC or Mol to termination of royalties under Section 10.5.

9. CHANGE OF CONTROL

9.1 Prohibited Change of Control. A Change of Control of TDLLC or ThermoDrive BV to a Competitor of Intralox is strictly prohibited under this Agreement and will terminate all royalties under this Agreement as well as trigger the conversion of Manufacturing rights as provided in Section 8.3. A Change of Control of Mol to a Competitor of Intralox is

strictly prohibited under this Agreement, with the same consequences just described for a TDLLC or ThermoDrive BV Change of Control, if Mol owns an interest in, or controls TDLLC or ThermoDrive BV, or if that Change of Control:

- (a) occurs before Mol has completed all transition Fabrication needed by Intralox under Section 7.1; or
- (b) is not preceded by measures reasonably deemed adequate by Intralox to prevent the Intralox Competitor from directly or indirectly participating in the ThermoDrive Business or acquiring knowledge of Intralox's confidential business information or of technology licensed to Intralox under this Agreement. In Intralox's reasonable discretion, these measures may include, without limitation, the termination of all contracts and licenses between TDLLC and Mol, the conveyance of all property and technology related to the ThermoDrive Business from Mol to TDLLC, and separation from the Competitor's employment, through employment by TDLLC or otherwise, of those Mol employees with knowledge of Intralox's confidential business information or of technology licensed to Intralox under this Agreement.

9.2 Right of First Refusal. If TDLLC or ThermoDrive BV makes or receives from any Person, except a Person or group of Persons limited to the descendants of Edward K. Mol and their spouses, a bona fide written offer that TDLLC or ThermoDrive BV desires to accept involving a Change of Control transaction, then, prior to accepting that offer, TDLLC or ThermoDrive BV shall deliver to Intralox a written notice stating the name of the offeror, the stated price, and the other terms and conditions of the offer. For a period of 60 days following the receipt of this notice, Intralox shall have the right to elect to purchase the equity interest or assets involved in the offer on the terms offered. This right of first refusal shall be exercised by Intralox by giving a notice in writing to TDLLC or ThermoDrive BV stating Intralox's election to exercise it. If Intralox does not provide this notice within the 60 day period, the right shall be deemed waived and TDLLC or ThermoDrive BV shall have the right to proceed with the transaction at issue to the initial offeror, but only on the terms previously offered and communicated to Intralox. If Intralox accepts the offer, Intralox and TDLLC or ThermoDrive BV shall enter into a written agreement on the terms offered and the transaction shall be closed no later than 30 days from the date of the acceptance.

9.3 Right of First Offer. During the Term, if Mol desires to enter into a Change of Control transaction, then, prior to making any contact with any third party (excluding descendants of Edward K. Mol and their spouses) relating to a Change of Control transaction, Mol shall deliver to Intralox a written notice expressing an interest in a Change of Control transaction and identifying the type of transaction desired, as well as the initial offering documentation that Mol intends to provide to prospective interested third parties. Mol will then provide Intralox with a reasonable opportunity to make the first offer and will negotiate with Intralox in good faith regarding the Change of Control that is under consideration by Mol. Mol will delay initiation of discussion of a Change of Control of Mol with any third party until 30

days following written notice to Intralox that it considers its obligation to negotiate in good faith with Intralox to be fulfilled. Mol may then proceed with third party discussions, but may not enter into a Change of Control transaction with a third party on terms less favorable to Mol or its shareholders than the most favorable terms offered by Intralox, for a period of 2 years after Mol provides the 30 days written notice to Mol required under this Section 9.3. Any remaining rights of Mol under this Agreement will terminate in conjunction with any Change of Control of Mol to a third party.

10. TERMINATION AND SURVIVAL

10.1 Term. The term of this Agreement shall commence on the Effective Date and continue either for the life of the last surviving Intellectual Property Rights under ThermoDrive Technology, the Manufacturing Technology, or the Joint Development Technology, or until TDLLC ceases Manufacturing ThermoDrive Belting under Section 8, whichever is longer, unless terminated earlier only in accordance with the provisions of Section 10.2 (the “Term”).

10.2 Intentionally Omitted.

10.3 Termination for Bankruptcy. It is the intent of the Parties that the rights of Intralox to the ThermoDrive Technology and the Manufacturing Technology granted in Sections 2.1 and 2.3 of this Agreement shall survive any bankruptcy or insolvency proceeding instituted by or against TDLLC or Mol. In the event this Agreement is rejected or otherwise terminated pursuant to any bankruptcy or insolvency proceeding by or against TDLLC or Mol, Intralox may elect to continue its rights under the licenses in Sections 2.1 and 2.3 under 11 U.S.C. §365(n) or other applicable Laws, and TDLLC and Mol agree to grant Intralox such rights if not available under applicable Laws. TDLLC and Mol further acknowledge and agree that the ThermoDrive Technology and Manufacturing Technology constitute “intellectual property” for the purposes of 11 U.S.C. §101(35A), and that the ThermoDrive Technology and the Manufacturing Technology include, without limitation, all modifications and improvements developed by any successor to TDLLC or Mol following any of the events described in this Section 10.3.

10.4 Survival.

10.4.1 The obligations of the Parties pursuant to Sections 11.2, 11.3, 11.4 and 11.5 of this Agreement shall survive termination of this Agreement.

10.4.2 Intralox’s non-exclusive right to use the ThermoDrive trademarks shall survive any termination of this Agreement under Section 10.1 until the ThermoDrive trademarks expire.

10.5 Intentionally Omitted.

11. GENERAL PROVISIONS

11.1 Intentionally Omitted.

11.2 Intentionally Omitted.

11.3 Intentionally Omitted.

11.4 Miscellaneous.

11.4.1 Relationship. This Agreement does not make any Party the employee or legal representative of any other Party for any purpose whatsoever. No Party is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf of or in the name of any other Party. In fulfilling its obligations pursuant to this Agreement, each Party shall be acting as an independent contractor. This Agreement is not intended, nor shall it be construed, to create an agency, joint venture, partnership, employment or franchise relationship between TDLLC, ThermoDrive BV, Mol and Intralox.

11.4.2 Regulations. Each Party shall comply with the provisions of all applicable Laws in the performance of its obligations under this Agreement.

11.4.3 Choice of Law. The validity of this Agreement, the construction of its terms and the determination of the rights and duties of the Parties under this Agreement shall be governed by and construed in accordance with the Laws of the State of New York, without reference to any conflicts of laws principles.

11.4.4 Assignment. Intralox shall have the right to assign its rights and obligations under this Agreement to an Affiliate. Otherwise, no Party shall have the right to directly or indirectly assign its rights and obligations under this Agreement without the prior written consent of the other Parties, except in connection with a sale of all or substantially all of the assets of a Party that is in compliance with the other provisions of this Agreement.

11.4.5 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective Parties and their respective permitted successors and assigns.

11.4.6 Entire Agreement. This Agreement, including its attachments, constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements, arrangements or understandings relating to its subject matter. The Parties agree that within ten (10) days of the execution of this Agreement, they will prepare and execute an excerpt of this Agreement to be filed in the United States Patent and Trademark Office which will contain the relevant provisions for such a filing but will exclude the business and economic terms between the Parties (the "Excerpt"). As between the Parties, in the event of any conflict between the Excerpt and this Agreement, this Agreement will control.

11.4.7 Amendment. This Agreement shall not be deemed or construed to be modified, amended, rescinded, canceled or waived, in whole or in part, except by a written amendment signed by the Parties.

11.4.8 Severability. If any term or provision of this Agreement, or the application of them to any Person or circumstance, shall at any time or to any extent be invalid, illegal or unenforceable in any respect as written, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement, and the remainder shall not be affected, unless the invalidated, illegal or unenforceable provision is so fundamental to this Agreement that the remaining provisions do not reflect the Parties' intent.

11.4.9 Counterparts. This Agreement shall be executed in two or more counterparts, and each such counterpart shall be deemed an original of this Agreement.

11.5.10 Waiver. No failure by any Party to take any action or assert any right under this Agreement shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

11.5.11 Notices. All notices shall be in writing and shall be deemed to have been given when: (a) delivered by hand (against a receipt), (b) one day after being sent by certified or registered mail, postage prepaid, return receipt, requested, (c) one day after being sent by a nationally recognized overnight courier service or (d) when sent by facsimile transmission with confirmation of receipt. All such notices shall be addressed as follows:

If to TDLLC, ThermoDrive BV or Mol, to:

Mol Industries, Inc.
2532 Waldorf Ct., NW
Grand Rapids, Michigan 49544
Attention: Mr. Ed Mol
Facsimile No.: 616-453-5160

If to Intralox, to:

Intralox, L.L.C.
P.O. Box 50699
New Orleans, LA 70150-0699
Attention: Mr. Edel Blanks
Facsimile No.: 504-733-7156

or such other address as to which either Party hereto may have notified
the other Party in writing.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of
the date first written above.

THERMODRIVE, L.L.C.

BY: Edward T. Mol

NAME: Edward T. Mol

ITS: _____

INTRALOX, L.L.C.

BY: Edel Blanks

NAME: Edel Blanks

ITS: President

MOL INDUSTRIES, INC.

BY: Edward T. Mol

NAME: Edward T. Mol

ITS: _____

THERMODRIVE BV

BY: Edward T. Mol

NAME: Edward T. Mol

ITS: _____

APPENDIX A -- DEFINITIONS

Affiliate means, as to any Party, any Person that directly or indirectly controls, is controlled by, or is under common control with, that Party. For purposes of this definition, control of a Person means the power to direct or in effect cause the direction of the management and policies of that Person.

Change of Control means any of the following:

- (i) any merger, reorganization or consolidation of TDLLC, ThermoDrive BV or Mol with any Person, except for the planned merger of Mol into Mol Holdings, LLC on the terms disclosed to Intralox, to which Intralox consents as that merger is represented in this Agreement,
- (ii) the acquisition, directly or indirectly, by any Person or group of Persons of the power to direct or cause the direction of the management and policies of TDLLC, ThermoDrive BV or Mol, whether through the ownership of voting securities, by contract or otherwise, including, without limitation, the direct or indirect acquisition of 50% or more of the outstanding ownership interests of TDLLC, ThermoDrive BV or Mol,
- (iii) the sale by TDLLC, ThermoDrive BV or Mol of all or substantially all of the assets of TDLLC, ThermoDrive BV or Mol, and
- (iv) the entering into of any transaction by TDLLC, ThermoDrive BV or Mol pursuant to which at least a majority of the members of the board of directors or managers of TDLLC, ThermoDrive BV or Mol following such transaction were not members of the incumbent board of directors or managers of TDLLC, ThermoDrive BV or Mol prior to the execution or approval of the agreement for such transaction.

Effective Date means November 1, 2008, unless the Alliance Steering Committee determines a later date.

Existing ThermoDrive Product Line means the line of products consisting of thermoplastic conveyor belting presently sold by Mol under the ThermoDrive trademarks up to the Effective Date, and all accessories to the extent used with that belting, including but not limited to belt limiters, sprockets, molding, and welding tools.

Fabrication in all forms of the word means the assembly of ThermoDrive Products from ThermoDrive Belting and such items as flights and sideguards.

Intellectual Property Rights means all domestic and foreign (i) patents, patent applications and patent disclosures, as well as any reissues, continuations, continuations-in-part, divisions, revisions, extensions, or reexaminations thereof, (ii) copyrights and works of authorship, (iii) registrations, applications, and renewals for any of the foregoing, (iv) computer software (including source code and object code),

data, databases, and documentation for them, (v) trade secrets and other confidential information (including ideas, product designs, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, processes, methods and techniques, research and development information, drawings, specifications, designs, plans, proposals, technical data, financial and accounting data, business and marketing plans, and customer and supplier lists and related information), (vi) all other intellectual property and proprietary rights, and (vii) all copies and tangible embodiments of any of the foregoing, in whatever form or medium.

Laws means any Federal, state or local laws, statutes, codes, regulations or ordinances.

Lien means any mortgage, pledge, security interest, right of first refusal, option, encumbrance, lien or charge of any kind.

Manufacture in all forms of the word means the making of ThermoDrive Belting, the Welder or Non-Belting Components.

Manufacturing Cell means a set of equipment for the Manufacture of ThermoDrive Belting consisting of a single molding machine needed to mold the ThermoDrive Belting with the New Manufacturing Process and all other equipment needed to Manufacture the ThermoDrive Belting in conjunction with that molding machine.

Manufacturing Technology means all Intellectual Property Rights:

- (i) needed to perform the New Manufacturing Process and to Manufacture the Welder, including but not limited to all Intellectual Property Rights in the equipment used in the New Manufacturing Process or to Manufacture the Welder; or
- (ii) to obtain ThermoDrive Belting as TDLLC or Mol obtains it before the New Manufacturing Process is commercialized.

Mol Prototype Technology means the Intellectual Property Rights associated with the technology disclosed to Intralox by Mol that:

- (i) intentionally omitted.
- (ii) intentionally omitted.

New Manufacturing Process means TDLLC's prototype molding process for Manufacturing ThermoDrive Belting.

Non-Belting Components means the components of ThermoDrive Products other than ThermoDrive Belting, including sprockets and belt limiters.

Person means any natural person, corporation, limited liability company, partnership, joint venture, association, trust, or other entity or organization, whether or not a legal entity, and any government agency or its political subdivision.

ThermoDrive Belting means the belting component for ThermoDrive Products.

ThermoDrive Business means the development, Manufacture, Fabrication or sale of the ThermoDrive Products.

ThermoDrive Product means any product covered by ThermoDrive Technology, including or to the extent used with ThermoDrive Belting, excluding any product for check stand or treadmill applications.

ThermoDrive Technology means Intellectual Property Rights:

- (i) relating to the Existing ThermoDrive Product Line or any positive-drive, flat-belt systems existing as of the Effective Date, including, without limitation:
 - (A) all rights under the patent applications and patents set forth on Appendix B, Schedule F; and
 - (B) any continuations, continuations-in-part, divisionals, re-examinations or reissue patent applications based on such patent applications or patents; and
- (ii) relating to any modifications developed after the Effective Date to the Existing ThermoDrive Product Line or any positive-drive flat belt systems, whether developed by TDLLC or Mol alone or jointly with Intralox; but
- (iii) excluding Mol Prototype Technology.

Transfer means to sell, assign, transfer, license, lease, or create a Lien upon an item.

Welder means the radio frequency welding instrument, under design and not yet commercialized as of the date of execution of the Agreement, to be utilized for “endlessing” and repairs of ThermoDrive Belting.

Disclosure Schedule F

Disclosure Schedule F

Patents and Patent Applications

U.S. Patents

1. 7,210,573
2. 7,424,948

U.S. Patent Applications

1. 11/718,274, filed 4/30/2007
2. 12/211,149, filed 9/16/2008

International Patent Applications

1. PCT/US03/03029, filed 2/3/2003
2. PCT/US05/39744, filed 11/2/2005
3. PCT/US06/02013, filed 1/19/2006
4. PCT/US07/61367, filed 1/31/2007
5. PCT/US07/61369, filed 1/31/2007
6. PCT/US07/61379, filed 1/31/2007
7. PCT/US07/61546, filed 2/2/2007
8. PCT/US07/61548, filed 2/2/2007
9. PCT/US07/61683, filed 2/6/2007
10. PCT/US07/61758, filed 2/7/2007
11. PCT/US07/61855, filed 2/8/2007
12. PCT/US07/63952, filed 3/14/2007

And any continuations, divisions, reissues, reexaminations, extensions, and national-phase entries of these patents and applications.

Registered Trademarks

U.S. TM Reg. No. 3030420 (THERMODRIVE)

And any corresponding foreign registrations.

Material Unregistered Copyrights

Computer Software