

Form PTO-1595 (Rev. 03-09)
OMB No. 0651-0027 (exp. 03/31/2009)

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)

Pullman Industries, Inc.
Noble Advanced Technologies, Inc.
Noble International, Ltd.

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

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

Execution Date(s) November 29, 2007

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☒ Other License Agreement

2. Name and address of receiving party(ies)

Name: Accra Teknik AB

Internal Address: _____

Street Address: Kabelgatan 9

City: Öjebyn

State: _____

Country: Sweden Zip: S-94331

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)

11/037,867 PCT/US2001/018885
11/176,496 PCT/US2005/001833

B. Patent No.(s)

6,454,884 7,066,525
6,793,743 7,108,303
6,910,721 7,254,977

Additional numbers attached? ☐ Yes ☒ No

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

Name: K. Bradford Adolphson

Internal Address: Ware, Fressola, Van der Sluys
& Adolphson LLP

Street Address: 755 Main Street, PO Box 224

City: Monroe

State: CT Zip: 06468

Phone Number: 203-261-1234

Fax Number: 203-261-5676

Email Address: kba@wfva.net

6. Total number of applications and patents involved: 10**7. Total fee (37 CFR 1.21(h) & 3.41) \$** 400.00

- ☐ Authorized to be charged to deposit account
☐ Enclosed already charged to Deposit
☒ None required (government interest not affecting title)
Acct #23-0442

8. Payment Information

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

K. Bradford Adolphson, Reg. No. 30,927

Name of Person Signing

5/1/09
Date

Total number of pages including cover sheet, attachments, and documents: 33

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

Docket No. 525-024.13

PATENT

700407234

REEL: 022634 FRAME: 0497

LICENSE AGREEMENT

between

Accra Teknik AB

and

Pullman Industries Inc.

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Accra Teknik AB, reg. no 556482-8266, Kabelgatan 9, S-943 31 Öljebyn, Sweden, hereinafter "Accra Teknik", and Pullman Industries Inc., 820 Kirtz Blvd., Suite 400, Troy, Michigan 48064, hereinafter "Pullman", have this day entered into the following

LICENSE AGREEMENT

Preamble

WHEREAS, Accra Teknik is the owner of certain patents and patent applications related to proprietary hardening technology and has the right to grant licenses thereunder.

WHEREAS, Accra Teknik in addition owns trade secrets and know-how within the technical field of the patents and patent applications.

WHEREAS, Pullman desires and Accra Teknik is willing to grant Pullman a license to use the patents and patent applications and know-how relating to hardening technology for manufacture, use and sale of certain products for the vehicle industry and Pullman will use its best endeavours to manufacture and market the Products.

NOW, THEREFORE, the parties hereto agree as follows:

1. Definitions

For the purpose of this Agreement, terms shall have the meaning set forth below.

- 1.1 "Agreement" shall mean this main document and each and every Annex hereto being in force from time to time.
- 1.2 "Improvement" shall mean any modification or development of the Products.
- 1.3 "Know-how" shall mean knowledge, experience, data, technology, designs, techniques, drawings, software, and other information and knowledge relating in any way to the Products, which is owned or controlled by Accra Teknik and Accra Teknik is entitled to disclose and transfer to Pullman.

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- 1.4 "Patents" shall mean the patents and patent applications owned by Accra Teknik and defined in Exhibit 1.
- 1.5 "Vehicle Industry" shall mean the industry producing cars, trucks and other vehicles with a gross weight below five (5) tonnage.
- 1.6 "Product(s)" shall mean parts for the Vehicle Industry specified in Exhibit 2.
- 1.7 "Territory" shall mean the countries identified in Exhibit 3.
- 1.8 "Pullman Company" shall mean Linde-Pullman Mexico and any company which Pullman owns or controls by ownership of 50 percent or more of the outstanding voting stocks, but such company shall be deemed to be a Pullman Company only so long as such ownership exists.

2. Grant of Rights

- 2.1 Subject to the terms and conditions of this Agreement Accra Teknik hereby grants to Pullman an exclusive and non transferable right to use the Patents for the sole purpose of manufacturing, distributing and selling the Products in the Territory according to the terms and conditions set forth in this Agreement. The license granted to Pullman herein shall include the right for Pullman to sublicense its rights hereunder to a Pullman Company. Pullman shall notify Accra Teknik of the names and addresses of such Pullman Companies in writing when such sublicenses have been granted. Each Pullman Company so sublicensed shall be bound by the terms and conditions of this Agreement as if it was named herein in place of Pullman. Any sublicense granted to a Pullman Company shall terminate on the date such Pullman Company cease to be a Pullman Company. Should Pullman grant a sublicense to any Pullman Company, Pullman shall make any and all payments to Accra Teknik with respect to the manufacture of the Products by such Pullman Company.
- 2.2 Pullman may not, without having obtained Accra Teknik's prior written approval, sublicense its rights under this Agreement to a non Pullman Company, provided however that such consent shall not be unreasonably withheld. If such a sub-licensee is appointed, Pullman shall cause the sub-licensee to act in every respect in conformity with the provision of this Agreement and Pullman will make the appropriate royalty payments to Accra Teknik.

- 2.3 Pullman shall market the Products in the Territory. The license granted to Pullman does not give Pullman the right to actively market or sell the Products outside the Territory, except in a joint venture with Accra Teknik. When required by Pullman's U.S. customer, Accra Teknik shall in good faith negotiate with Pullman to facilitate the possibility for Pullman to meet its customer's needs outside the Territory.

Notwithstanding the above, Accra Teknik shall be entitled to manufacture, market and sell the Products in the Territory after requests by its customers out of the Territory, or to fill niche orders. In such case, Accra Teknik shall either manufacture such Products itself or subcontract said manufacture to Pullman, provided however that Accra Teknik shall always be entitled to subcontract a third party supplier should Pullman not accept to manufacture the Products in accordance with Accra Teknik's offer.

- 2.4 Accra Teknik shall in good faith negotiate with Pullman the grant of a non-exclusive agreement in Japan.

3. Assignability

Neither the license nor this Agreement can be assigned or brought into a partnership; except that the license granted hereunder shall be transferable by the parties to a successor in interest of all, or substantially all, of a party's business without the prior approval of the other party, provided that said successor agrees in writing to be bound by the terms and conditions of this Agreement.

4. Offer to Expand the Licensed Field

Accra Teknik shall always, prior to granting rights to any third party in any licensed technology outside of the licensed field, offer said rights, under substantially similar terms and conditions, to Pullman.

5. Know-how and Technical assistance

- 5.1 Accra Teknik shall after execution of this Agreement furnish Pullman with necessary Know-how for the purpose of manufacturing the Products. Accra Teknik shall also provide Pullman with the technical information and assistance necessary for the development and manufacturing of the Products on the terms and conditions set forth in this Agreement.

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5.2 At the request of Pullman, Accra Teknik shall provide the services of technical specialists to visit Pullman for purposes of assisting Pullman in the manufacturing of the Products. The extent of such technical assistance shall be mutually agreed upon between the parties. Pullman shall reimburse Accra Teknik for technical assistance in accordance with Accra Teknik's applicable price list and pay all reasonable costs incurred by the technical specialists.

5.3 Pullman may at such times as shall be mutually agreed upon between the parties have a right to send a reasonable number of representatives to Accra Teknik's plant for the purposes of receiving instructions from Accra Teknik on the manufacturing of the Products. Pullman shall bear all costs incurred by its representatives in visiting the plant of Accra Teknik.

6. Improvements

6.1 The parties will, during the term of this Agreement, keep the other party informed of Improvements developed or created by the party, relating in any way to the Products.

The basic rights to such improvements shall be attributable between the parties in accordance with the following principles:

- a) Improvements relating to proprietary hardening technique shall be the property of Accra Teknik.
- b) Improvements relating to conventional rollforming technique shall be the property of Pullman.
- c) Improvements relating to a combination of proprietary hardening technique and rollforming technique, shall be the joint property of the parties and any intellectual property right granted to either of the parties shall be handled as if the parties were joint proprietors of such intellectual property right.

6.2 Accra Teknik will, during the life of this Agreement, maintain and enforce its proprietary rights in the Licensed Patents in North America, Europe and Japan.

7. Sales Promotion

7.1 Pullman shall use its best efforts to promote the sales of the Products in the Territory. To that end Pullman shall at its own expense provide the necessary

advertisement and other marketing material and Pullman shall without delay and, free of charge, furnish Accra Teknik with a copy of all such material.

- 7.2 Accra Teknik undertakes to assist Pullman at pre-sale activities (e.g. visiting potential customers) up to a number of working days to be agreed upon and at times to be agreed upon. The assistance is provided at cost. Pullman shall also reimburse Accra Teknik for the expenses incurred in connection therewith, such as for travel and accommodation.

8. Guarantees

- 8.1 Accra Teknik guarantees that it is not aware of

- a) any legal deficiencies of the Patents,
- b) any third party's prior rights to use the Patents in the Territory,
- c) a dependency of the Patents on third party's patents, or
- d) technical deficiencies of the inventions on which the Patents are based.

- 8.2 The guarantees given above are the sole guarantees given by Accra Teknik with regard to the Patents and the Products and Accra Teknik assumes no liability in excess thereof. Without limiting the generality of the foregoing, Accra Teknik assumes no liability for any indirect, special, incidental or consequential damages, including lost revenues, lost profits, or lost prospective economic advantage, whether or not foreseeable and whether or not based on contract, tort, statutory or warranty claims or otherwise in connection with this Agreement, and/or the products or services provided hereunder.

- 8.3 Pullman shall indemnify and hold Accra Teknik harmless from and against any and all liability, directly or indirectly, resulting from use, manufacture or sale of one or more products covered by the Products, including claims from third party, unless the liability derives from the Patents or in any other way is due to a circumstance related to Accra Teknik.

9. Royalties

- 9.1 Pullman shall pay to Accra Teknik a one-time license of five hundred thousand (500,000) Euro, no later than thirty (30) days following signing of this Agreement.

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- 9.2 Pullman shall pay to Accra Teknik a running royalty of six (6) per cent of the gross sales revenue (exclusive of taxes, freight and the like) received by Pullman, Pullman Company, or its sublicensees, relating to the Products. The running royalty shall be payable as set forth in Section 11.
- 9.3 To maintain the exclusivity for the calendar years 2002-2004, Pullman shall, in addition to the running royalty set forth above, pay exclusivity royalties of five hundred thousand (500,000) Euro, for each platform award (exclusive of niche platforms), of which two hundred fifty thousand (250,000) Euro being due at the time of receipt of firm purchase order and two hundred fifty thousand (250,000) Euro being due at the time Pullman begins using the licensed technology to produce products for said platform, provided however that Accra Teknik shall always, in addition to the running royalty, be entitled to a minimum amount of
- i) Two hundred fifty thousand (250,000) Euro being due on December 31, 2002,
 - ii) Two hundred fifty thousand (250,000) Euro being due on December 31, 2003,
 - iii) Two hundred fifty thousand (250,000) Euro being due on December 31, 2004.
- 9.4 To maintain the exclusivity for the calendar years 2005-2008, Pullman shall, irrespective of the sales actually made by Pullman, Pullman Company, or its sublicensees relating to the Products pay minimum royalties as set forth below:
- i) One and a half million (1,500,000) Euro being due on December 31, 2005,
 - ii) Two million (2,000,000) Euro being due on December 31, 2006,
 - iii) Two and a half million (2,500,000) Euro being due on December 31, 2007,
 - iv) Two and a half million (2,500,000) Euro being due on December 31, 2008.
- 9.5 If Pullman does not pay the royalties, or part thereof, in accordance with the terms set forth above, the exclusive license granted under this Agreement shall automatically be converted into a non exclusive license to use the Patents, whereby the running royalties, in accordance with Section 9.2, shall be reduced to three (3) percent, and all other terms and conditions in this Agreement in all other respects shall continue to be valid and enforceable.

10. Records

- 10.1 Pullman shall keep separate records relating to the manufacture and sale of the Products in such a way that the precise number of Products produced by Pullman and its sublicensees, and the sales volume thereof (turnover) are apparent.
- 10.2 Accra Teknik shall have the right to inspect and determine the correctness of the bookkeeping and its consistency with the general bookkeeping of Pullman through a licensed auditor of Accra Teknik's selection all for the purpose of confirming the correctness of the royalties paid by Pullman to Accra Teknik. The costs for such an audit shall be borne by Accra Teknik, but in case of discovery of inaccuracies, other than immaterial, all costs shall be borne by Pullman. Any deficit shall be remitted to Accra Teknik.

11. Reports and payment

- 11.1 Pullman shall submit to Accra Teknik a report within thirty (30) days after the end of each calendar quarter. The report shall contain information sufficient for Accra Teknik to control the correctness of the royalties paid by Pullman for the previous quarter. Within the same period Pullman shall pay to Accra Teknik the royalties due. The payment shall be made in Euro. Upon delay, penalty interest will be charged at a rate of one per cent per month from the due date until the total amount due has been paid. The royalties and fees under this Agreement are exclusive of value-added tax (VAT), other charges and freight.
- 11.2 Accra shall bear the burden of, and responsibility for, the payment of any taxes, transaction fees, assessments or the like levied by the government of the United States of America, or any other government, on any license fees, royalties or other payments made by Pullman to Accra hereunder. In that regard, and to the extent that it is required to do so by law, Pullman shall make all requisite withholdings from payments it makes to Accra hereunder. Accra shall have the responsibility for securing any abatement, offset, reimbursement, exemption or other tax relief to which it may be entitled; and in that regard, Accra shall be responsible for preparing and filing all requisite documents (including providing Pullman with a completed United States Internal Revenue Service form W-8BEN). Pullman shall extend to Accra all cooperation as is reasonably necessary for Accra to secure said tax relief, including executing documents and giving testimony, provided that Pullman's costs of doing so are borne by Accra.

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12. Infringement and litigation

- 12.1 If Pullman has been informed or otherwise become aware of any infringement of the Patents, it shall immediately inform Accra Teknik hereof.
- 12.2 After such notification from Pullman, Accra Teknik shall in its own discretion take the measures that it considers appropriate for the protection of the Patents. Accra Teknik shall alone bear all costs and expenses in connection with such measures and is entitled to all damages awarded.
- 12.3 If Accra Teknik decides not to take measures for the protection of the Patents, Pullman may do so at its own expense and shall be entitled to all damages awarded.

13. Confidentiality

The parties shall limit the access to know-how, trade secrets and other information that the other party designates as confidential, to those who absolutely require the same for the purpose of executing the rights and obligations under this Agreement. The parties undertake to keep the above information strictly confidential during the life of this Agreement as well as thereafter. This section shall not apply to the extent information;

- a) has become generally available to the public other than as a result of disclosure of the receiving party;
- b) information was already in the possession of the receiving party before its receipt from the disclosing party;
- c) is received from a third party who was free to divulge the same; or
- d) is disclosed due to requirements of mandatory law.

14. Term and termination

- 14.1 The term of this Agreement shall commence on and of the date of this Agreement and is valid through the end of calendar year 2008. The parties agree to negotiate, in good faith, one or more renewals of this Agreement under terms and conditions no less favourable to Pullman than those set forth herein.

14.2 Notwithstanding Section 14.1 above each party shall have, in addition to other rights and remedies, the right to terminate this Agreement forthwith, any time, in the event of the following:

- a) If a party commits a material breach of any terms of this Agreement and the breach is not remedied within sixty days prior written notice from the other party, or
- b) If a party has been placed in bankruptcy, is subject to company reorganisation for the benefit of creditors, enters into composition negotiations or otherwise can be deemed to be insolvent.

14.3 Upon termination of the Agreement Pullman shall make no further use of the Patents or the Know-How, except that Pullman shall, for the purpose of fulfilling obligations under customer agreements entered into during the term of this Agreement, have the right to use the Patents also after this Agreement has been terminated and Pullman shall have the right to sell any unsold Product it has in inventory, provided that Pullman shall pay royalties to Accra Teknik in accordance with Section 9.3 hereof. In all other aspects, Pullman shall promptly discontinue to use, manufacture, distribute and sell the Products and shall promptly return to Accra Teknik all papers, data, drawings, manuals, specifications and material of any kind supplied to it by hereunder. Pullman shall when transmitting such material acknowledge in writing that the material thus transmitted is complete and that Pullman has not retained any copies thereof.

14.4 Pullman's obligation to pay royalties shall survive termination of the Agreement.

15. Severability

Should any provision of this Agreement be invalid or unenforceable, the remaining provisions shall be valid and the parties shall agree upon a valid or enforceable provision which comes economically closest to the one actually agreed upon.

16. Amendments

Alterations and amendments to this Agreement shall be made in writing with the signatures of both parties.

17. Notices

All notices and other communications hereunder shall be in writing and be sent by courier or registered letter to the receiving party at the following addresses:

Accra Teknik;
Kabelgatan 9,
S-943 31 Öljbyn
Sweden

Pullman Industries:
820 Kirtz Blvd., Suite 400,
Troy, MI 48064-4836
United States

Notices shall be deemed duly given if delivered by courier at the time of delivery, if posted by registered letter on the seventh day after being put in the post or if sent by fax or e-mail on the day receipt is duly confirmed by the other party. The language to be used is English.

18. Governing Law and Disputes

18.1 This Agreement shall be governed by the laws of Sweden with the exception of its conflict of law rules.

18.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, invalidity thereof, shall be finally settled by arbitration under the Rules of Conciliation and Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Rules. The arbitration shall take place in Stockholm in English, and judgement on any award rendered may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award, and an Order of Enforcement, as the case may be.

The Agreement has been executed in two (2) identical copies of which the parties have taken one each.

Stockholm September 25, 2001

Troy September 25, 2001

For and on behalf of
Acors Teknik AB



Bernt Lindbäck




Stig-Göran Larsson

For and on behalf of
Pullman Industries



Oscar B. Marx, III



Del Stanley

TABLE OF EXHIBITS**Exhibit 1: Patents and Patent Applications****Exhibit 2: Products****Exhibit 3: Territory**

Exhibit 1**PATENTS AND PATENT APPLICATIONS
COVERED BY THE AGREEMENT**

Reg. No.	Description	Project No.	Patent No.	Country
103310900 103310905/US	Formaldehyde Resin Form Surface Hardening Formaldehyde Resin Form Surface Hardening	00012002 00012002	9201021-0 9,155,978	Sweden USA
103320400 103320402EP	Hardening Time/Less hardening Hardening Time/Less hardening	00012003 00012003	9204015-8 9,430,659	Sweden EPO

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Exhibit 2**PRODUCTS**

The following products shall be covered by this Agreement:

Bumper beam,
Door impact system (intrusion beams and structural members)
Roof headers and roof bows
Underbody rails and crossmembers

Exhibit 3**TERRITORY**

The Territory covered by this Agreement shall be North America, which shall mean

- i) United States of America including all states and district, but excluding all dependant areas such as American Samoa, Puerto Rico and Virgin Islands,
- ii) Canada, and
- iii) Mexico

AMENDMENT

to the License Agreement dated September 25, 2001

1. PARTIES

- i. Accra Teknik AB ("Accra"), reg no 556482-9256, Kabelgatan 9, S-943 31 Öjebyn, Sweden;
- ii. Pullman Industries Inc. ("Pullman"), 820 Kirts Blvd., Suite 400, Troy, Michigan 48064, USA;

i.-ii. above are collectively referred to as "Parties" or individually as "Party".

2. BACKGROUND

- 2.1 The Parties entered into a license agreement on September 25, 2001 ("the License Agreement"). After the initial two years of cooperation the Parties have now agreed to expand the Licensed Field (as defined below) and clarify the commercial conditions for transfer of know-how and technical assistance. Therefore the Parties have on this day agreed on the following amendment ("Amendment") to the License Agreement.
- 2.2 In case of inconsistencies between the License Agreement and this Amendment, the Amendment shall prevail.
- 2.3 For the purpose of, this Amendment, the terms used shall unless otherwise expressly stated herein have the same meaning as set out in the License Agreement. For the avoidance of doubt, the term "Licensed Field" shall mean the technological field that Accra Teknik licenses to Pullman in accordance with the terms and conditions of the License Agreement and this Amendment.
- 2.4 The numbering below refers to the License Agreement.

3. AGREED ADJUSTMENTS AND AMENDMENTS**1. Definitions**

- 1.4 A "Patents" shall mean the patents owned by Accra Teknik and defined in Exhibit 1A and any reissue, continuation or extension thereof or patents granted thereon.
- 1.4 B "Patent Applications" shall mean the patent applications submitted by Accra Teknik defined in Exhibit 1B and future patent applications and future patents granted thereon, if any.
- 1.6 "Products" shall mean products manufactured for the Vehicle Industry using the Patents, Patent applications and the Know How, including but not limited to the products specified in Exhibit 2. For the avoidance of doubt, tools and equipment to be used in the production process shall not be covered in the definition of Products and thus not be covered of the License, unless otherwise agreed.

2. Grant of Rights

- 2.1 Section 2.1, first sentence shall have the following wording:

PATENT

REEL: 022634 FRAME: 0514

to Pullman an exclusive and non transferable right to use the *Patents, the Patent Applications and the Know How* for the sole purpose of manufacturing, distributing and selling the Products in the Territory according to the terms and conditions set forth in this Agreement.

5. Know-how and Technical assistance

5.1 The following wording shall be inserted at the end of Section 5.1:

The Know-how and technical information provided to Pullman in accordance with this Section shall be provided free of charge.

5.2 Section 5.2 shall have the following wording:

Accra Teknik shall also provide Pullman with reasonable assistance for the development and manufacturing of the Products and for quotation support on specific projects and Pullman undertakes to engage Accra Teknik's engineers on the terms and conditions set out in this Section 5.2.

- (a) In consideration of the engagement of the engineers, Accra Teknik shall charge Pullman seventy (70) euros per hour, such charge to be reviewed annually by the Parties.
- (b) Pullman undertakes to purchase engineering services during two (2) years following the signing of this Amendment to an extent that corresponds to at least 1.800 hours per year, and thereafter to an extent to be approved annually by Pullman.
- (c) Accra Teknik shall invoice Pullman on a monthly basis. The invoice shall include a detailed specification for each project, including information of the hours spent and of the persons that have been involved in the project.

This Amendment has been executed in two (2) identical copies of which the Parties have taken one each.

^{January}
Öjebyn, December 13, 2003

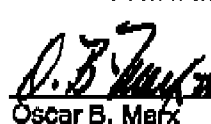
Troy, December , 2003

Accra Teknik AB

Pullman Industries Inc.


Göran Berglund


Christer Nilsson


Oscar B. Marx


Dan Stanley

EXHIBIT 1A**List of Patents**

Description	Patentnr	Territory	Granted Date	Expiry Date
Seat frame	9800883-2	Sweden	1999-07-05	2017-03-17
Formixture hardening	9801021-0	Sweden	1998-03-16	
Formixture hardening	9,185,978	USA	2001-02-13	2017-03-04
Formixture hardening	97914691.7	EPO	2003-07-09	2017-03-04
Inline Hardening	9804615-6	Sweden	1998-09-14	
Inline Hardening	953059	EPO	2001-07-18	2016-12-16
Blow forming	9702058-0	Sweden	1998-11-16	2017-05-30
Blow forming	6,281,392	USA	2001-07-17	2018-04-23
Blow forming	1015645	EPO	2002-01-23	2018-04-23
Roofbow with split ends	9703422-7	Sweden	1998-09-14	
Lock list	9501833-9	Sweden	1996-04-15	
Flexishaped bumper beam	9904565-8	Sweden	2002-02-26	2019-12-14
Flexishaped bumper beam	09/567,846	USA	2002-03-05	2020-05-09
Bumper beam	9904567-6	Sweden	2002-02-26	2019-12-14
Rollforming-hardening-cutting	0003781-2	Sweden	2002-06-04	2020-10-19

PATENT**REEL: 022634 FRAME: 0516**

List of Patent Applications		
Description	Patentnr	Territory
Seat frame	PCT/SE99/00411	
Seat frame	99910933.3	EPO
Seat frame	09/646,274	USA
Formfixtute hardening	PCT/SE97/00374	
Formfixtute hardening	9-533394	Japan
Formfixtute hardening	98-707409	Syd Korea
Inline hardening	PCT/SE97/02054	
Inline hardening	953059	Belgien
Inline hardening	953059	Tyskland
Inline hardening	953059	Frankrike
Blow Forming	11-500553	Japan
Blow Forming	69803588.7-08	Tyskland
Blow Forming	1015645	Frankrike
Blow Forming	1015645	Storbritannien
Flexishaped bumper beam	PCT/SE00/02308	
Flexishaped bumper beam	9/924,429	USA
Flexishaped bumper beam	00989091.7	EPO
Flexishaped bumper beam	2001-545124	Japan
Flexishaped bumper beam	10-2002-7007486	Korea
Bumper beam	PCT/SE00/02307	
Bumper beam	00983600.8	EPO
Bumper beam	2001-545123	Japan
Bumper beam	10-2002-7007485	Syd Korea
Bumper beam	10/149,454	USA
Rollforming-hardening-cutting	PCT/SE01/02214	
Rollforming-hardening-cutting	01976981.1	EPO
Rollforming-hardening-cutting	PCT/SE01/02214	USA
3-D Formfixtute hardening	0102382-9	Sverige
3-D Formfixtute hardening	09/897,770	USA
3-D Formfixtute hardening	0102382-9	PCT
3-D Formfixtute hardening	09/897,770	USA
Double profile	0102240-9	Sverige
Double profile	PCT/SE02/01055	PCT

Blow forming open tool	0103310-4	Sverige
Blow forming open tool	02022766.6	EPO
Blow forming open tool	2002-307152	Japan
Blow forming open tool	10/277,611	USA
Sideintrusion beam	0102914-9	Sverige
Sideintrusion beam	PCT/SE02/01566	PCT
Krängningsshämmare		Sverige
Krängningsshämmare	PCT/SE03/00774	PCT
Hardening fixture	0200609-6	Sverige
Hardening fixture	PCT/SE03/00190	PCT
A-pillar	014276-3	Sverige
A-pillar	02026175.6	EPO
A-pillar	10/322,343	USA
A-pillar	2002-366777	Japan
Protective gas		Sverige



SECOND AMENDMENT TO THE LICENSE AGREEMENT

This Amendment, made the day of execution of the date of the last to execute this Amendment, by and between ACCRA TEKNIK AB hereinafter called "ACCRA", and NOBLE INTERNATIONAL, LTD., the ultimate parent company of PULLMAN INDUSTRIES, INC., hereinafter called "NOBLE", to the License Agreement between ACCRA TECKNIK AB and PULLMAN INDUSTRIES, INC., dated September 25, 2001, as amended by the First Amendment to License Agreement dated January 23, 2004 (the License Agreement, as amended, is referred to herein as the "Existing License Agreement").

I. PARTIES

A. ACCRA TEKNIK AB ("ACCRA"), is a business entity of Sweden, identified as Reg. No. 556482-9256, Kabelgatan 9, S-943 31 Öjebryn, Sweden.

B. NOBLE INTERNATIONAL, LTD. is a corporation, having a place of business at 840 W. Long Lake Road, Suite 601, Troy, Michigan 48098, U.S.A. "NOBLE" is the ultimate parent company of PULLMAN INDUSTRIES, INC. ("Pullman"), and by execution of this License Agreement the Parties hereto agree that Pullman is assigning to NOBLE, and NOBLE is assuming from Pullman, for use by NOBLE and its subsidiaries and affiliates, all of Pullman rights and obligations under the Existing License Agreement, and from the date hereof any reference to Pullman in the Existing License Agreement shall be deemed references to NOBLE.

C. ACCRA and NOBLE are collectively referred to as "Parties" or each Individually as "Party".

II. BACKGROUND

A. On this day the Parties have agreed to amend the terms of the Existing License Agreement on the terms set forth herein (the "Second Amendment"). The Existing License Agreement, as amended by this Second Amendment, shall be referred to herein as the License Agreement.



B. In the event of any inconsistencies between the Existing License Agreement, the First Amendment and the Second Amendment, this Second Amendment shall prevail.

C. For the purpose of this Second Amendment, the terms used shall, unless otherwise expressly stated herein, have the same meaning as set out in the Existing License Agreement. The term Licensed Field shall mean the technological field that ACCRA licenses to NOBLE in accordance with the terms and conditions of the Existing License Agreement and this Second Amendment.

III. AMENDMENTS TO THE LICENSE AGREEMENT

A. NOBLE shall be solely responsible for marketing and sales efforts regarding activities within the Licensed Field. ACCRA may, at its own cost and expense send representatives with NOBLE during marketing or sales events regarding activities within the Licensed Field.

B. The Parties agree that each shall be responsible individually for the costs incurred for their respective marketing and sales efforts, as well as the development of tooling for any prospective project that may employ the subject matter of the License Agreement, as amended hereby. In this regard, NOBLE shall be responsible for its costs incurred in the sales, marketing and procurement of any awarded business that may employ the subject matter of the License Agreement, as amended. ACCRA shall be responsible for the engineering and development costs incurred in the design of any tooling that may be required, in NOBLE'S sole discretion, for NOBLE to procure any awarded business that may require the technology subject to the License Agreement. In the event no awarded business is procured as a result of NOBLE'S marketing efforts, each party shall absorb the costs incurred as a necessary cost of doing business, and shall not pass such costs on to future efforts of the respective parties.

C. In the event that NOBLE succeeds in procuring any awarded business that may require the technology subject to the License Agreement, NOBLE shall purchase such tooling as may be required from ACCRA, provided however, that such ACCRA tooling, minus a reasonable engineering fee for costs incurred in design and development of tooling for that awarded business only, is cost competitive, and ACCRA meets quality, quantity and delivery

requirements of Noble for such tooling. In this regard, NOBLE shall have the right to competitively shop any tooling design received from ACCRA to any third party to determine whether ACCRA is competitive in terms of price, plus a reasonable engineering fee, quality, quantity and delivery. If for any reason, NOBLE determines that ACCRA is unable to meet price, quantity, quality or delivery as required by NOBLE, ACCRA shall be entitled to an explanation of such determination and an opportunity of 15 business days to meet NOBLE's price, quantity, quality and delivery requirements. In the event ACCRA cannot meet NOBLE's price, quantity, quality, or delivery requirements, ACCRA shall, at the direction of Noble, contract or assist a NOBLE identified third party in the design and development of such tools. If ACCRA is still unable to meet price, quantity, quality and delivery as required by NOBLE, NOBLE shall be free to purchase such tooling from a third party that meets NOBLE's price, quality, quantity and delivery requirements.

D. The PARTIES agree that any previous liabilities, obligations and/or breaches, with the exception of any owing but unpaid running royalties, are satisfied with the signing of this Second Amendment.

E. The Parties agree that Exhibits 1A, 1B and 2 to the Existing License Agreement shall be replaced in their entirety with Exhibit 1C attached hereto, and Exhibit 2 to the Existing License Agreement shall be replaced in its entirety with Exhibit 2A attached hereto.

IV. OWNERSHIP OF IMPROVEMENTS

A. In order to settle all disputes and claims relating to issues of ownership of: (1) particular improvements to Products in accord with section 6.1 of the Existing License Agreement, and (2) patents and patent applications relating to said improvements, the Parties agree as follows:

1. With regard to U.S. 6,454,884 and PCT WO 2001/0196133 "Method of Manufacturing a Vehicle Structural Beam"; U.S. 6,793,743 "Vehicle Structural Beam and Method of Manufacture"; U.S. 6,910,721 "Elongated Bumper Bar with Sections Twisted Rotationally About the Axis of Elongation"; U.S. 2006/0032849 "Integrated Die Forming and Welding Process and Apparatus Therefor"; U.S. 7,066,525 "Wishbone



Shaped Vehicle Bumper Beam"; and U.S. 7,108,303 "Crushed Profile Bumper and Method for Producing", and with regard to any know how and trade secrets relating to the subject inventions of said patents and applications in existence as of the date of this Second Amendment, NOBLE hereby grants to ACCRA a worldwide, paid up, irrevocable, nonexclusive license with the right to grant sublicenses thereunder.

2. With regard to U.S. Patent Application Serial No. 11/430,373 published under Publication No. 2006/0255624 "One-Piece, Tubular Member with an Integrated Welded Flange and Associated Method for Producing" and with regard to all foreign patent rights deriving therefrom and from corresponding PCT patent application published as WO 2006/122166, and with regard to any know how and trade secrets relating to the subject invention of the foregoing as are in existence as of the date of this second amendment, the Parties agree that such intellectual property shall be jointly owned in accord with section 6.1 c) hereinbelow.

3. With regard to U.S. Patent 7,254,977 "Coolant Delivery System and Continuous Fabrication Apparatus which Includes the System": NOBLE hereby grants to ACCRA a worldwide, nonexclusive, paid up, irrevocable license, with the right to grant sublicenses, under claims 1-3, 5 and 6 of said patent. This license also extends to any trade secrets and know how relating to the subject matter of the foregoing claims, as are in existence as of the date of this Second Amendment; NOBLE retains all rights under claim 4 of said patent.

4. With regard to U.S. Patent Application Serial No. 11/037,867 "Method and Apparatus for the Continuous Fabrication of Shaped Metal Articles" published under Publication No. 2005/0252588, and with regard to foreign patent rights stemming from corresponding PCT application WO 2005/072232: (1) NOBLE hereby grants to ACCRA a worldwide, paid up, irrevocable, nonexclusive license, with the right to sublicense, under claims 1, 2, 4-14, 16-21, 23-29 and 31. This license also extends to know how and trade secrets relating to such claims, as was in existence as of the date of this Second Amendment, NOBLE retains all rights under claims 3, 15, 22 and 30 of said patent applications.



B. The Parties acknowledge and agree that the foregoing license grants resolve all issues, claims, or other matters relating to rights in and to Improvements in accord with section 6 of the Existing License Agreement, which exist as of the date of this Second Amendment.

C. The Parties further agree that, as of the Effective Date of this Second Amendment, section 6.1 of the Existing Agreement is amended and restated, in its entirety, to read as follows:

6.1 The parties will, during the term of this License Agreement, keep the other party informed of improvements developed or created by the party, relating in any way to the Products (Improvements).

The basic rights to such Improvements shall be attributable between the parties in accordance with the following principles:

- a) Improvements made by NOBLE relating to: roll forming, material shaping, material handling, material processing and heating, as implemented prior to ACCRA's proprietary post austenization, heating independent, press forming and direct water quenching operations shall be the property of NOBLE. Improvements made by NOBLE which relate to ACCRA's proprietary post austenization, heating independent, press forming and direct water quenching operations shall be jointly owned by ACCRA and NOBLE in accord with section 6.1 c) hereinbelow.
- b) Improvements made by ACCRA shall be the property of ACCRA, and shall be deemed Licensed Patents hereunder.
- c) Improvements which are jointly made shall be jointly owned, and the parties shall share equally in all patent costs, worldwide, relating thereto. And, neither party shall undertake any action which would burden, encumber, or diminish the other party's rights in said jointly owned improvements. Neither party shall license, sell, or otherwise burden its rights in said jointly owned property without the prior, written approval of the other party. If either party opts not to pay its equal share of such costs, it shall give sufficient advance notice to the other party hereto to enable that party to assume full payment of such patent costs, in which instance



the paying party shall have the exclusive ownership of such patent rights in that country only in which it is paying said full costs, and the other party hereto shall extend all reasonable cooperation necessary for the paying party to perfect and maintain such patent rights, provided that the paying party shall bear the reasonable costs of the other party's compliance.

V. ROYALTIES

A. Section 9.3 of the License Agreement is hereby deleted, cancelled and of no further force or effect.

B. Section 9.4 of the License Agreement is hereby deleted, cancelled and of no further force or effect.

VI. TERMS AND TERMINATION

Section 14.1 of the License Agreement is amended and restated in its entirety to read as follows:

A. The term of this License Agreement shall commence on as of the date of the execution of this Second Amendment, and shall extend through December 31, 2009. NOBLE shall be, and hereby is, the exclusive licensee under the License Agreement through December 31, 2009.

B. NOBLE shall have the sole option of extending this License Agreement for an additional three (3) year period provided that NOBLE has FIFTY MILLION (\$50,000,000.00) USD combined annualized existing business and annualized awarded business relating to the Products which are the subject of this License Agreement, based on customer planning volumes, related to products sold and manufactured by NOBLE, its subsidiaries, affiliates or sub-licensees, exclusive of taxes, freight, returns and the like. Said aforementioned FIFTY MILLION (\$50,000,000.00) USD of combined annualized existing business and annualized awarded business of NOBLE shall include combined annualized existing business and annualized awarded business of ACCRA, and/or its parent corporation Linde + Wiemann, to the extent that such business is attributable, at least in a significant part, to NOBLE's sales pursuit efforts. For purposes of this calculation, awarded business shall include any business for which a party has



received written confirmation from its customer of intent to source. The terms and conditions of this extension shall be at least as favorable to NOBLE as set forth in this License Agreement. NOBLE agrees to provide written confirmation whether it plans to exercise its option to extend the License Agreement, provided certain conditions are met, no later than September 31, 2009.

Section 14.3 is amended and restated in its entirety to read as follows:

Upon termination of this License Agreement, NOBLE shall make no further use of the Patents or the Know-How except that NOBLE shall, for the purpose of fulfilling obligations under letters of award or Purchase Orders or other customer agreements entered into during the term of this License Agreement, have the right to use the Patents also after this License Agreement has been terminated and NOBLE shall have the right to sell any unsold Product it has in inventory, fulfill any letter of award, complete any Purchase Order or other customer agreement for Product entered into prior to the termination of this License Agreement and shall pay royalties to ACCRA for such Products at the non-exclusive rate as would be due had this License Agreement not been terminated. In all other aspects NOBLE shall promptly discontinue the use, manufacture, distribution and sale of Products and shall promptly return to ACCRA all papers, data, drawings, manuals, specifications, and material of any kind supplied to it by ACCRA hereunder. NOBLE shall, when transmitting such material, acknowledge in writing that the material thus transmitted is complete and that NOBLE has not retained any copies thereof.

VII. HEADINGS

The headings included in this Amendment are for reference only and do not operate to limit in any way the language of this Amendment to the License Agreement.

VIII. NOTICES

All notices and other communications hereunder to be sent to NOBLE shall be in writing and be sent by courier or registered letter or by facsimile with evidence that the facsimile shall have been received to the parties at the following address:

Noble International, Ltd.
Andrew J. Tavi, Esq.
Vice President and General Counsel



840 W. Long Lake Road, Suite 601
Troy, Michigan 48098
Telephone: 248-519-0677
Facsimile: 248-519-0701

or to any other address or person as may from time to time be identified by NOBLE in writing to ACCRA. The language of all communications between the Parties shall be English.

IX. AUTHORITY

The signatories of this Second Amendment represent that they have the authority of their respective entities to execute this Second Amendment.

THIS SECOND AMENDMENT TO THE LICENSE AGREEMENT has been executed in two (2) identical copies of which the parties have taken one each.


Holzhausen - Germany
Ojebryn, Dated Nov. 29, 2007

Holzhausen - Germany
Troy, Dated 29 Nov. 2007

For and on behalf of
Accra Teknik AB

For and on behalf of
Noble International Ltd.


Robert C. Raschke, Jr.
Managing Director/CEO


Tad V. Machrowicz
Vice President - Research and

Development