

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE

CONVEYING PARTY DATA

Name	Execution Date
Replay Maintenance Limited	04/24/2009

RECEIVING PARTY DATA

Name:	Bimasco, Inc.
Street Address:	735 Old Willets Path
Internal Address:	Suite A
City:	Hauppauge
State/Country:	NEW YORK
Postal Code:	11788

PROPERTY NUMBERS Total: 2

Property Type	Number
Patent Number:	5562779
Patent Number:	5902414

CORRESPONDENCE DATA

Fax Number: (630)434-0444
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
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ATTORNEY DOCKET NUMBER:	35832.003004
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NAME OF SUBMITTER:	Patricia Romanelli
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Total Attachments: 12
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**PATENT
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DATED 24 April 2009

REPLAY MAINTENANCE LIMITED,

CHARLES LAWRENCE INTERNATIONAL LIMITED

- and -

BIMASCO INC.
735 Old Willets Path
Suite A
Hauppauge, New York 11788

LICENCE AGREEMENT

THIS AGREEMENT is made the 24th day of April 2009

BETWEEN:

- (1) **REPLAY MAINTENANCE LIMITED** a private company limited by shares registered in England under Company Number 1416487 having its registered office at Brunel House, Jessop Way, Newark Notts, NG24 2ER, UK ("The Licensor");
- (2) **CHARLES LAWRENCE INTERNATIONAL LIMITED** a private company limited by shares registered in England under Company Number 2547695 having its registered office at Brunel House, Jessop Way, Newark Notts, NG24 2ER, UK ("The Manufacturer") and
- (3) **BIMASCO, INC.** a company incorporated under the law of the United States Of America (registered no xxxxxxxx whose registered office is at 735 Old Willets Path, Suite A, Hauppauge, New York 11788 ("the Licensee").

BACKGROUND:

The Licensor is the registered proprietor of the Licensor Patents and is willing to grant the Licensee a licence to use the Patents in accordance with the terms of this Agreement. The Manufacturer makes machines that operate a Process specified in the Patents.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

In this Agreement the following terms shall bear the following meanings unless the context otherwise requires:

"Commencement Date" is 24th April 2009;

"Excluded Supply Area" the states of Texas, Louisiana, New Mexico, Colorado and Oklahoma in the United States of America;

"Licence Fees" the fees specified in clause 4;

"Licensor Patents" the Patents specified in Schedule 1;

"Machines" the Beaver B2000 machines which are the subject of the Licensor Patents;

"Patents" all patents or letters patent, claims in any patent and applications for the same and the right to apply for the same in any part of the world including, without limitation, all reissues, extensions, substitutions, confirmations, registrations, revalidations, additions, continuations, continuations in part and divisions thereof;

"Process" the process specified in the Licensor Patents;

"Territory" the United States of America;

2. GRANT OF LICENCE

2.1 The Licensor hereby grants to the Licensee subject to the terms and conditions of this Agreement a non exclusive, sublicensable but non assignable licence to use the Licensor Patents and to use the Machines to operate the Process in the Territory. The

2.5 The Licensee shall ensure at the Licensee cost that all sublicences are filed with the US Patent Registry and shall provide documentary evidence to the Licensor of such filing.

3. OBLIGATIONS OF THE LICENSEE

8. **WARRANTIES AND LIABILITY**

8.1 Each party hereby warrants and confirms that:

8.1.1 it has full authority and capacity to enter into this Agreement on the terms hereof and that it is not subject to any restriction whatsoever which may affect its ability to perform its obligations hereunder; and

8.1.2 it has not entered into any form of contract of any kind to which the other party is not a party prior to the date hereof which in any manner interferes or may interfere with the complete performance of its obligations under the terms of this Agreement.

9. **TERM AND TERMINATION**

- 9.1 This Agreement shall commence on the Commencement Date and shall continue thereafter until the earlier of its termination in accordance with its terms, or the expiry or revocation of the Licensor Patents without a right of further appeal.

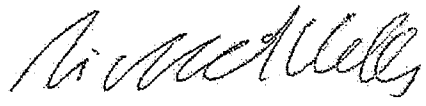
10. **TRANSFER, ASSIGNMENT & SUBLICENSING**

- 10.1 The benefit and burden of this Agreement is personal to the Licensee and shall not be capable of assignment or transfer by the Licensee, in whole or part, without the prior consent and approval in writing of the Licensor under any circumstances.
- 10.2 Subject to the restrictions and conditions imposed by Clauses 2.1, 2.5 and 6.4 the Licensee shall have the right to Sublicense under this Agreement. In such cases it shall prior to entering into such sub licences provide the Licensor with a copy of the sub licence for approval.
- 10.3 Sub-licenses entered into shall contain provisions that restrict the sublicense from acting in such a way as to put the Licensee in breach of this Agreement and should also make the Sublicensee aware of the Licensee's obligations (but not necessarily commercial terms) under this Agreement. The Sublicence should therefore incorporate terms to cover the matters referred to in Clauses 2.2, 2.4, 3, 5, 6.3, 6.4, 6.5 and 8.3
- 10.4 The Licensor shall be absolutely free to assign, sublicense or transfer this Agreement, whether in whole or part.
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SCHEDULE 1
Licensor Patents

US 5562779
US 5902414

SIGNED by *RICHARD HILLS*)
duly authorised for)
and on behalf of)
REPLAY MAINTENANCE LIMITED)



SIGNED by *ROGER HICKS*)
duly authorised for)
and on behalf of)
CHARLES LAWRENCE)
INTERNATIONAL LIMITED)



SIGNED by Grant Hendricks.)
duly authorised for)
and on behalf of BIMASCO INC..)

