

PATENT ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
SDH, Inc.	12/05/2009
Compression Tech, Inc.	12/05/2009
RECEIVING PARTY DATA	
Name:	Peter T. Elafros
Street Address:	1856 Hamilton Road
Internal Address:	Apt. C10
City:	Okemos
State/Country:	MICHIGAN
Postal Code:	48864
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	12004560
PCT Number:	WO0982483
CORRESPONDENCE DATA	
Fax Number:	(616)336-7000
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	616/336-6000
Email:	jamitchell@varumlaw.com
Correspondent Name:	James A. Mitchell
Address Line 1:	333 Bridge Street
Address Line 2:	P.O. Box 352
Address Line 4:	Grand Rapids, MICHIGAN 49501
ATTORNEY DOCKET NUMBER:	ELAFROS A1US
NAME OF SUBMITTER:	James A. Mitchell

CH \$80.00 12004560

Total Attachments: 2

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EXHIBIT G

EXCLUSIVE, IRREVOCABLE LICENSE AGREEMENT

Scott Hain, individually, and/or on behalf of any business entity he owns, controls and/or with whom he has become affiliated (hereinafter collectively referred to as "Hain"), hereby grants Peter T. Elafros the following exclusive, irrevocable license pursuant to the terms and conditions set forth below (hereinafter referred to as the "Agreement"):

1. DEFINITIONS:

1.1 "Hain Intellectual Property" includes the following: (a) all executable Hain Intellectual Property listed; (b) all information contained in the Hain program documentation; (c) any subsequent corrections or updates Hain may furnish during the term of this license; (d) manufacturing processes, manuals, know-how; and (e) Confidential Information, as defined in a certain Confidentiality, Non-Competition and Ownership of Inventions Agreement executed concurrently with the Agreement by Peter T. Elafros.

The Hain Intellectual Property covered by this agreement will be limited in scope to that was either brought to, developed in/during, or outcome from the operation of Compression Tech, Technical Asset Management, and other related companies, activities, etc. This would include but not be limited to PET Molding – seating and other, compression molding, cutting/shaping, fiber technologies, along with any technology, product, etc. developed during or in direct or indirect activity at said organizations.

2. COPYRIGHTS AND PATENTS:

2.1 Hain Intellectual Property is or may be protected by federal and/or state law regarding copyrights and patents. Hain Intellectual Property embodies substantial creative efforts, and Hain owns all rights and title to Hain Intellectual Property. All proprietary rights in Hain Intellectual Property delivered by Hain to Peter T. Elafros hereunder shall remain the exclusive property of Hain. Peter T. Elafros shall have an exclusive, irrevocable license to use the Hain Intellectual Property during the term of this Agreement. Upon termination of this Agreement, Peter T. Elafros shall return to Hain all Hain Intellectual Property, data, and information within Peter T. Elafros's possession or control.

2.2 Peter T. Elafros may use Hain Intellectual Property for Peter T. Elafros' exclusive use under the terms of this agreement.

2.3 For back-up and archive purposes only, Peter T. Elafros may make copies of any program compact discs.

2.4 Peter T. Elafros acknowledges and agrees that Hain Intellectual Property covered by this Agreement, and any other data, information, or methods of operation of Hain received by Peter T. Elafros, are and shall be treated as confidential and for the sole and exclusive use of Peter T. Elafros only during the term of this Agreement, and for any lawful purpose he deems appropriate.

2.5 Peter T. Elafros' right to use the Hain Intellectual Property under this Agreement manufactured or produced by third parties are subject to the terms and conditions of the licensing Agreements of such third parties.

3. TERMS:

3.1 The terms set forth herein are deemed agreed upon by Peter T. Elafros upon Peter T. Elafros' receipt of the Hain Intellectual Property provided to Peter T. Elafros by Hain, and will be valid for an indefinite period of time, or until otherwise terminated by law.

3.2 Peter T. Elafros may terminate this Agreement at any time by written notice to Hain and retains no rights of IP and patents unless otherwise agreed by Hain and Elafros. Current personel and contractors may not be utilised directly or indirectly by Elafros in future businesses of Elafros which would be directly or indirectly competetative to the business of Compression Tech.

3.3 Hain reserves the right to terminate this Agreement upon breach of its terms by Peter T. Elafros. Hain may also exercise its right to reclaim Hain Intellectual Property and all copies of Hain Intellectual Property, as well as pursue all appropriate legal remedies.

3.4 This license will be used in the event of the termination of the relationship between Hain & Elafros and the termination of the Compression Tech production operations agreed to by Elafros and Hain..

4. GENERAL PROVISIONS:

4.1 These terms and conditions constitute the entire Agreement between the parties concerning the subject matter hereof, and supersede all prior and contemporaneous Agreements for terms and conditions between the parties. These terms and conditions may be amended only by an instrument in writing signed by both parties which expressly refers to these terms and conditions and specifically states that it is intended to amend them. No party is relying upon any warranties, representations, or inducements not set forth herein.

4.2 If litigation is required to resolve a dispute arising from this Agreement, the prevailing party shall be entitled to recover its reasonable attorney fees and costs incurred therein, in addition to any other remedies available at law or equity, subject to the limitations set forth in this Agreement.

4.3 If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

4.4 All provisions of these terms and conditions shall be interpreted in accordance with and governed by the laws of the state of Michigan. Any disputes arising out of the performance of these terms and conditions shall be resolved in accordance with the laws of the state of Michigan. This Agreement shall be deemed to have been executed in Ottawa County, Michigan.



Scott Hain, individually and on behalf of any business entity he owns, controls and/or with whom he has become affiliated



Peter T. Elafros

PATENT

REEL: 023701 FRAME: 0291

Addendum to Exhibit G

The Exclusive, Irrevocable License Agreement Between

Scott Hain, individually and on behalf of any business entity he owns, controls and/or with whom he has become affiliated,

and

Peter T. Elafros.

This addendum is prepared after the Exclusive, Irrevocable License Agreement (Exhibit G) was signed, for the purpose of identifying the pending patent applications which Mr. Elafros believes are covered by the signed Irrevocable License Agreement.

U.S. Patent Application 12/004,560, filed December 21, 2007, publication 2009/0162603 published June 25, 2009, entitled System and Method of Forming an Article, and an Article Formed Thereby. It is owned on its face by SDH, Inc, a company which upon information and belief is owned and controlled by Scott Hain.

PCT Patent Application claiming priority to Serial No. 12/004,560, filed internationally on December 22, 2008, and published July 2, 2009 as WO 2009/082483 A1, entitled System and Method of Forming an Article, and an Article Formed Thereby. It is owned on its face by Compression Tech, Inc, a company majority owned and controlled by Scott Hain.

Provisional United States Patent Application filed on August 6, 2009, entitled Cushion, Bedding and Seating Surface Assemblies, by Dennis Beard, in which Scott Hain may endeavor to claim ownership.

December 5, 2009

Peter T. Elafros,

