

Form PTO-1596 (Rev. 03/11)  
OMB No. 0651-0027 (exp. 03/31/2012)

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)**  
Composite Concepts Company, Inc.

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

**2. Name and address of receiving party(ies)**  
Name: Global Trade Network, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 1111 Western Row  
City: Mason  
State: Ohio  
Country: USA Zip: 45040

Additional name(s) & address(es) attached?  Yes  No

**3. Nature of conveyance/Execution Date(s):**  
Execution Date(s) 10/25/2004

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

**4. Application or patent number(s):**  This document is being filed together with a new application.

A. Patent Application No.(s)  
B. Patent No.(s)  
5,945,010

Additional numbers attached?  Yes  No

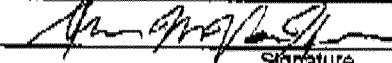
**6. Total number of applications and patents involved:** One (1)

**7. Total fee (37 CFR 1.21(h) & 3.41)** \$ 40.00

Authorized to be charged to deposit account  
 Enclosed  
 None required (government interest not affecting title)

**5. Name and address to whom correspondence concerning document should be mailed:**  
Name: Richard J. Gray  
Internal Address: \_\_\_\_\_  
Street Address: 454 N. Clark Street  
City: Chicago  
State: Illinois Zip: 60654  
Phone Number: 312.921.2930  
Fax Number: 312.640.7339  
Email Address: rgray@jenner.com

**8. Payment Information**  
Deposit Account Number \_\_\_\_\_  
Authorized User Name \_\_\_\_\_

**9. Signature:**  May 24, 2012  
Signature Date

Shaun M. Van Horn Total number of pages including cover sheet, attachments, and documents: **26**  
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1480, Alexandria, V.A. 22313-1460

OP \$40.00 594501

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**REVISED PATENT LICENSE AGREEMENT**

THIS AGREEMENT made this 21<sup>st</sup> day of October, 2004 and hereby made retroactive to the 1<sup>st</sup> day of July, 2004 ("Effective Date"), by and between COMPOSITE CONCEPTS COMPANY, INC., a New Hampshire corporation with an office at 6235 Clingman River Road, Clugan Falls, Ohio 44073 ("LICENSOR"); GLOBAL TRADE NETWORK INCORPORATED, an Ohio corporation with an office at 1111 Western Row Road, Mason, Ohio 45040 ("LICENSEE"); and KERN SPECIAL TOOLS COMPANY, INC., a Connecticut corporation with an office at 411 John Downey Dr., New Britain, Connecticut 06001 ("KERN").

1. Background of Agreement.

1.1. The parties entered into a Patent License Agreement on January 1, 2002 as amended by an amendment dated December 27, 2002 covering LICENSOR'S COMPOSITE 2 patent technology and Intellectual property ("License Agreement 1") and into a second Patent License Agreement on February 8, 2002 as amended by an amendment dated January 7, 2004 covering LICENSOR'S GammaDress-X patent technology and Intellectual property ("License Agreement 2").

1.2. The parties executed a Memorandum of Understanding dated May 25, 2004 to revise License Agreement 1 and License Agreement 2. This Memorandum of Understanding was contingent upon an equity interest being taken in LICENSOR by LICENSEE. The required equity position was taken on July 1, 2004.

2. Definitions.

As used herein, the following terms shall have the meaning set forth below:

2.1. "Technical Information" shall include, but is not limited to all research and development information, know-how, trade secrets, drawings, plans, specifications, engineering data, quality and performance standards and other technical data in the possession of LICENSOR on the Effective Date of this Agreement, or which may become available or come into LICENSOR'S possession throughout the term of this Agreement, which is needed and/or related to designing, making, producing, manufacturing, selling, distributing and/or supporting the Licensed Products 1 and 2, and which LICENSOR has the right to provide to LICENSEE. Technical Information includes but is not limited to documents attached hereto as Appendix A.

2.2. "Licensed Territory 1" means the United States and Canada. "Licensed Territory 2" means the United Kingdom, Germany, France, Switzerland, and Italy.

2.3. "Licensed Field" shall mean designing, producing, manufacturing, and marketing M/M wires for sale, distribution and/or support in specific markets, to be determined at the sole reasonable discretion of LICENSOR.



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2.4. "Licensed Product 1" means the GammaBraz composite EDM wire containing a homogeneous brass alloy core upon which an outer layer of gamma phase brass has been formed prior to the composite wire being finish drawn which is designed and produced, in whole or in part, using the Patented Technology, Technical Information or Intellectual Property Rights. "Licensed Product 2" means the Gamma-X composite EDM wire containing a copper core, or a copper zinc alloy core containing a nominal twenty or less weight percent zinc with a continuous intermediate layer of beta phase brass upon which an outside layer of gamma phase brass has been formed prior to the composite wire being finish drawn which is designed and produced, in whole or in part, using the Patented Technology, Technical Information or Intellectual Property Rights.

2.5. "Intellectual Property Rights" means (i) all patents (including all patents hereinafter issued), patent applications and rights to apply for patents, and transferable interests in respect thereof, including without limitation all divisions, continuations, continuations-in-part, renewals, substitutions and extensions thereof, and (ii) any other legally enforceable rights under statute or common law for inventive subject matter, original works of authorship including without limitation copyrights, trade secrets, trade names, trademarks, service marks and mask works, now owned or hereafter acquired by LICENSOR for the Licensed Field.

2.6. "Confidential Information" means (i) information that is not generally known to the public and that is proprietary or confidential to either LICENSOR or LICENSEE or any of their affiliated companies, (ii) any information which either party designates in writing as proprietary or confidential, or (iii) any information which either party designates as proprietary or confidential at the time of an oral or similar disclosure and which is confirmed as being confidential and proprietary in writing by such party, within thirty (30) days of such oral or similar disclosure. This information includes without limitation LICENSOR'S Technical Information, Patented Technology and Intellectual Property Rights, and all proprietary and confidential information of either party including without limitation all information regarding each party's business, strategy, trade secrets, products, operations, services or sales, distribution and reseller channels, marketing and business plans, customers, employees, suppliers, consultants and agents, research and development, engineering, manufacturing and inventions, whether patentable or not. The term "Confidential Information" shall not apply however to any information which is already in the public domain through no breach of this Agreement by recipient; was, as between recipient and discloser, lawfully in recipient's possession prior to receipt from discloser without obligation of Confidentiality; is received by recipient independently from a third party free lawfully to disclose such information to the recipient; or is subsequently independently developed by recipient as evidenced by its business records.

2.7. "Patented Technology" means United States Patent 5,945,010, Application US-2004/013CA (or a Canadian Patent, Application I 069 574 for a United Kingdom, German, French, Italian, and Swiss Patent, and Intellectual Property Rights relating to the manufacturing of GammaBraz or Gamma-X, composite EDM wires.

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3. Termination of Patent License Agreements, LICENSOR and LICENSEE agrees to terminate License Agreement 1 and License Agreement 2 effective July 1, 2004.

4. License and Related Obligations of the Parties

4.1. Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE, the exclusive right and license to use and/or incorporate all or any portion of the Patented Technology, Technical Information and Intellectual Property Rights to design, make, produce, and manufacture (or have manufactured by a subcontractor) Licensed Product 1 and Licensed Product 2 in the Licensed Territories 1 and 2. Subject to the terms and conditions of this Agreement, LICENSEE is also hereby granted the right to sublicense the right to use, design, make, produce, manufacture, sell, distribute and/or support Licensed Products 1 and 2 to LICENSEE's customers, resellers, distributors, suppliers, vendors and/or agents as LICENSEE deems reasonably necessary for LICENSEE to exercise the rights it has been granted under this Agreement.

4.2. LICENSOR agrees:

A. That LICENSOR shall, within thirty (30) days of the latest signature date of this Agreement, make available to LICENSEE for its use Patented Technology, Technical Information and Intellectual Property Rights in LICENSEE'S possession needed to design, make, manufacture, produce, sell, distribute and/or support the Licensed Product.

B. That LICENSOR shall hold all of the LICENSEE'S Confidential Information in confidence for LICENSEE during the term of this Agreement, or any time thereafter, subject to the terms and conditions of a mutually agreed upon Confidential Information Disclosure Agreement, and shall not make any disclosure of any or all of such LICENSEE'S Confidential Information to anyone, except to the employees of LICENSOR who require access to LICENSEE'S Confidential Information to fulfill LICENSEE'S obligations hereunder, and that LICENSOR shall appropriately notify each person to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by such person.

C. That LICENSOR shall supply technical sales support and training to LICENSEE for the period of this Agreement. During this period, LICENSOR will provide up to ten (10) days of such support annually to LICENSEE, which LICENSEE shall be responsible for reimbursing LICENSOR for any travel and out-of-pocket expenses incurred as a result of the requested support or training. Additional consultation in excess of the ten (10) days annually will be made available on a mutually agreeable schedule and for a consulting fee of \$150.00 per hour (plus travel and out-of-pocket expenses) payable to LICENSOR.

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D. LICENSOR hereby agrees to waive any and all claims against LICENSEE and/or KERN for infringement of United States Patent No. 5,945,010 as a result of the importation and/or sales of the Licensed Product by LICENSEE and/or KERN prior to the effective date of this Agreement.

4.3. LICENSEE agrees:

A. That LICENSEE will not use any Patented Technology, Technical Information and/or Intellectual Property Rights other than to design, make, manufacture, produce, sell, distribute and/or support Licensed Products 1 and 2 and as otherwise authorized hereby.

B. That LICENSEE shall hold all of the LICENSOR'S Confidential Information in confidence for LICENSOR during the term of this Agreement, or any time thereafter, subject to the terms and conditions of a mutually agreed upon Confidential Information Disclosure Agreement, and shall not make any disclosure of any or all of such LICENSOR'S Confidential Information to anyone, except to the employees of LICENSEE who require access to LICENSOR'S Confidential Information to fulfill LICENSEE'S obligations hereunder, and that LICENSEE shall appropriately notify each person to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by such person.

C. That LICENSEE will not, without LICENSOR'S express written permission, make or have made, or permit to be made, more copies of any of the furnished Patented Technology, Technical Information and/or Intellectual Property Rights than are necessary for its use hereunder, and that each such copy shall contain the same proprietary notices or legends which appear on the furnished Patented Technology, Technical Information and/or Intellectual Property Rights; and

D. That all Patented Technology, Technical Information and/or Intellectual Property Rights shall be deemed the property of LICENSOR, and upon any termination of all rights granted to LICENSEE hereunder pursuant to Section 4 hereof, LICENSEE shall immediately cease all use of the Patented Technology, Technical Information and/or Intellectual Property Rights other than as allowed by Paragraph 10.6 and shall, as directed by LICENSOR, promptly destroy or deliver to LICENSOR each and every part specified by LICENSOR of the Patented Technology, Technical Information and/or Intellectual Property Rights then under LICENSEE'S control and delete all Patented Technology, Technical Information and/or Intellectual Property Rights from its files and computer database; provided, however, that LICENSEE may retain one copy of such Patented Technology, Technical Information and/or Intellectual Property Rights for archival purposes.

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E. LICENSEE shall indemnify LICENSOR and its officers, directors, shareholders and employees from any and all product liability claims and related lawsuits, causes of action, liabilities and/or injuries arising from, or relating to, the use by LICENSEE of the Patented Technology, Technical Information and/or Intellectual Property Rights and the design, manufacture, production, distribution, sale and/or support of Licensed Products 1 and 2.

F. The LICENSOR shall retain the right to establish quality standards for the products and approve the manufacturing process to be utilized for Licensed Products 1 and 2. Both of these will be reviewed on an annual basis by the end of January of each year and any deficiencies noted by LICENSOR must be corrected by LICENSEE by March 31<sup>st</sup> of the same year or the LICENSEE's license may be terminated by the LICENSOR. LICENSEE hereby agrees not to unreasonably withhold its approval of LICENSEE's manufacturing process and/or corrective actions.

4.4. Nothing contained herein shall be construed as conferring by implication, estoppel or otherwise any license or right under any patent, whether or not the exercise of any right herein granted necessarily entails an invasion of any existing or later issued patent to the extent such patent covers products other than the Licensed Products 1 and 2.

#### 5. Royalties.

5.1. In consideration for the license and rights granted herein, LICENSEE shall pay the greater of the following royalties to LICENSOR ("Royalties") for the Licensed Product 1:

- (i) a guaranteed minimum annual amount as itemized in the second column of the following Table 1 or
- (ii) 0.15 USD/lb for the total volume of Licensed Product manufactured and/or sold in the Licensed Territories 1 and 2. Notwithstanding the foregoing, if Licensed Product 1 is both manufactured and sold within the same Licensed Territory, there shall be only one Royalty due.

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Table 1

Calendar Year	Guaranteed Minimum	U.S./Canadian Guaranteed Minimum	Incremental Revenue
2004 (July - Dec)	\$ 62,300	\$ 50,000	\$12,300
2005	\$126,000	\$116,300	\$ 9,700
2006	\$131,250	\$120,349	\$10,901
2007	\$137,843	\$124,317	\$13,526
2008	\$144,793	\$128,892	\$15,901
2009	\$151,978	\$133,487	\$18,491
2010	\$159,333	\$138,311	\$21,024
2011	\$167,312	\$143,377	\$23,935
2012	\$175,188	\$147,996	\$27,192
2013	\$184,162	\$153,760	\$30,402
2014	\$193,916	\$160,144	\$33,772
2015	\$205,612	\$168,302	\$37,310
2016	\$213,792	\$172,766	\$41,026
2017	\$224,482	\$179,333	\$44,927

The "Incremental Revenue" of Table 1 is determined by subtracting the "U.S./Canadian Guaranteed Minimum" (as previously calculated for License 1) in a given year from the "Guaranteed Minimum" specified in Table 1. If during the full 12 months of any calendar year, three or more national patents have been issued in any of the EPO countries with pending applications (the United Kingdom, Germany, France, Switzerland, and Italy) the "Guaranteed Minimum" of Table 1 will be increased by \$25,000 for that calendar year. If any one of such three or more national patents have been issued for less than a full calendar year, the guaranteed minimum shall be increased by the pro rata portion of the year during which such patent was issued multiplied by \$25,000. The "Guaranteed Minimum" of each succeeding year will increase by 5% from the previous year. The "Incremental Revenue" for each year so affected would then be recalculated by subtracting the "U.S./Canadian Guaranteed Minimum" in the affected years from the recalculated "Guaranteed Minimum" of that year.

5.2. In consideration for the licenses and rights granted herein, LICENSEE shall pay a royalty on a net or pay basis to LICENSOR ("Royalty") for the Licensed Product 2 of 0.25 USD/ab for a guaranteed minimum volume annually of 180,000 lbs for the Licensed Product 2 manufactured and/or sold in the Licensed Territories 1 and 2.

5.3. In no event will LICENSEE be obligated to pay a royalty beyond the life of any applicable patent. LICENSEE shall make a quarterly settlement of one-fourth the annual guaranteed minimums, if required, in each of the first three quarters of each calendar year. In the event a quarterly settlement is required, the difference between the actual royalty generated and the minimum guaranteed required shall be credited against the royalties of the succeeding quarter, if the royalty for that succeeding quarter exceeds the minimum guaranteed quarterly

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royalty requirement, in no event shall the total annual payment exceed that dictated by the aforementioned royalty schedules.

6. **Enforcement.** LICENSEE shall have the right to enforce its rights under this Agreement as specified in Section 4.1 above.

7. **Prosecution of EPO Application 1 009 574.** LICENSEE agrees to assume all future costs for prosecuting and maintaining the EPO Patent Application 1 009 574 and any resultant national patents, including but not limited to those costs associated with fighting the pending Bednshoff challenge. However, at LICENSEE's sole discretion, LICENSEE could abandon EPO Application 1 009 574 or parts thereof at some future date after prosecuting the current Bednshoff challenge through its resolution and appeals thereof, and after formally notifying LICENSEE of its intentions. At that time, LICENSEE would be free to continue the prosecution and/or maintenance of any existing patents should LICENSEE desire to do so with no further obligations to LICENSEE in the abandoned territories. LICENSEE will provide technical counsel during the prosecution phase of the pending application without charge and would be named as the assignee of all the patents that are issued as a result of Application 1 009 574.

8. **Payments.**

8.1. Royalty payments shall be paid by LICENSEE in monthly installments, and shall be received no later than the fifteenth (15<sup>th</sup>) of the month following the month in which Licensed Products 1 and 2 are shipped and/or invoiced by LICENSEE. LICENSEE shall submit a royalty report, in a form to be mutually agreed upon by the parties, along with its royalty payment(s) which shows the amount of Licensed Product(s) shipped and/or invoiced, and the royalty payable, for the month covering the royalty payment(s). If an amount is payable during any monthly period, a written statement to the effect shall be furnished to LICENSEE. All payments due shall be made without deduction for taxes, assessments or other charges of any kind which may be imposed on LICENSEE by any governmental entity. LICENSEE shall pay any and all federal, state, provincial or local sales, use, value added, excise or other taxes imposed on the sale of the Licensed Products.

8.2. If this Agreement is for any reason terminated before all the payments herein provided for have been made, LICENSEE shall immediately submit a termination report and pay to LICENSEE any remaining unpaid balance of any payments due and payable under this Agreement as of the date of termination or as otherwise provided in paragraph 10.3 and 10.6 even though the due date as above provided has not been reached.

8.3. LICENSEE shall have the right to select an independent certified public accountant which is acceptable to LICENSEE (such acceptance not to be unreasonably withheld) to inspect the records and facilities of LICENSEE once a year after providing LICENSEE 30 days prior written notice and during LICENSEE's regular business hours, to verify LICENSEE's



payments under this Agreement. The audit cost for such inspection shall be borne by LICENSOR unless the audit reveals LICENSEE's royalty reports to be in error by five percent (5%) or more. In which case, LICENSEE shall reimburse LICENSOR for the cost of the audit. LICENSOR shall maintain in confidence, and shall obligate the independent certified public accountant(s) to maintain in confidence, all information disclosed or developed pursuant to this Section and such audit.

8.A. Royalty payments, and other LICENSEE obligations, will be guaranteed by Kern Special Tools Company, Incorporated, a Connecticut corporation with an office at 411 John Downey Drive, New Britain, Connecticut 06040. The form of the guarantee of Kern Special Tools Company, Incorporated is attached hereto as Appendix E. To Arday receive the royalty payments, and other LICENSEE's obligations, LICENSOR will receive a \$110,000 personal guarantee from Mr. Ramesh Malhotra, a principal of both the LICENSEE and Kern Special Tools Company, Incorporated. The form of the guarantee of Mr. Ramesh Malhotra is attached hereto as Appendix D. However, the Kern Special Tools Company guarantee will not be limited to the amount of said personal guarantee.

## 9. Warranties, Limitation of Remedies and Indemnities

9.1. LICENSOR hereby warrants that it is the owner of all right, title and interest in and to the Technical Information, Patented Technology and Intellectual Property Rights. LICENSOR further represents and warrants that the patents listed above for the Patented Technology are valid as of the Effective Date of this Agreement and that LICENSOR shall make any and all every effort to maintain such patents valid during the term of this Agreement, including without limitation the payment of any maintenance or other fees required to maintain the validity of such patents.

### 9.2 Intellectual Property Indemnification by LICENSOR:

A. LICENSOR will indemnify LICENSEE for one hundred percent (100%) of the litigation costs (including reasonable attorneys fees and awarded costs and damages), credited against the future royalties of Licensed Product 1 (see Table 1 of Section 5.1) and all of the future royalties of Licensed Product 2 generated by the sale or manufacture of Licensed Product 2 in the U.S. and Canada due and payable to LICENSOR by LICENSEE, arising from any claim brought against LICENSEE by third parties alleging that any Technical Information, Patented Technology, and/or Intellectual Property Rights furnished by LICENSOR hereunder infringes a United States or Canadian patent, copyright, trademark or trade secret; provided, however, that (i) LICENSEE give LICENSOR prompt written notice of any such claim and the opportunity to participate in defending such claim, and (ii) LICENSEE pays for and obtains a non-infringement study for said LICENSOR'S Patented Technology. LICENSOR will not have any liability under this indemnity if the alleged infringement is based upon the use, license or sale of the Technical Information, Patented Technology, and/or Intellectual Property Rights in combination with other products and/or technology not furnished by

*R. Malhotra*

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LICENSOR. In the event of such third party claim(s) of infringement against LICENSEE, LICENSOR will obtain for LICENSEE the right to continue using the Technical Information, Patented Technology, and/or Intellectual Property Rights, replace or modify the Technical Information, Patented Technology, and/or Intellectual Property Rights so they become non-infringing, or, if such remedies are not commercially available or feasible in LICENSOR'S sole reasonable judgment, terminate this Agreement and accept the return of the Technical Information, Patented Technology, and/or Intellectual Property Rights. This Section 9.2 defines LICENSOR'S entire liability and LICENSEE'S exclusive remedy for intellectual property claims brought against LICENSEE by third parties.

B. LICENSOR will indemnify LICENSEE for the litigation costs (including reasonable attorneys fees and awarded costs and damages), credited against the future "Incremental Revenues" of Licensed Product 1 due and payable to LICENSOR by LICENSEE, arising from any claim brought against LICENSEE by third parties alleging that any Technical Information, Patented Technology, and/or Intellectual Property Rights furnished by LICENSOR hereunder infringes a United Kingdom, French, German, Swiss, or Italian patent, copyright, trademark or trade secret; provided, however, that (i) LICENSEE give LICENSOR prompt written notice of any such claim and the opportunity to participate in defending such claim, and (ii) LICENSEE pays for and obtains a non-infringement study for said LICENSOR'S Patented Technology. LICENSOR will not have any liability under this indemnity if the alleged infringement is based upon the use, license or sale of the Technical Information, Patented Technology, and/or Intellectual Property Rights in combination with other products and/or technology not furnished by LICENSOR. In the event of such third party claim(s) of infringement against LICENSEE, LICENSOR will obtain for LICENSEE the right to continue using the Technical Information, Patented Technology, and/or Intellectual Property Rights, replace or modify the Technical Information, Patented Technology, and/or Intellectual Property Rights so they become non-infringing, or, if such remedies are not commercially available or feasible in LICENSOR'S sole reasonable judgment, terminate this Agreement and accept the return of the Technical Information, Patented Technology, and/or Intellectual Property Rights. This indemnification will be limited to fifty (50%) percent of the future "Incremental Revenues" identified in Table 1 of Section 5.1 until all previous LICENSOR expenditures for the EPO application are amortized (as listed in Appendix II attached hereto), and 100% of the future "Incremental Revenues" thereafter. Should LICENSEE abandon the prosecution or maintenance of patents in any of the designated EPO countries, LICENSOR'S obligation for indemnification will be invalidated in the subject country(ies). This Section 9.2 defines LICENSOR'S entire liability and LICENSEE'S exclusive remedy for intellectual property claims brought against LICENSEE by third parties.

C. LICENSOR will not indemnify LICENSEE for any of the litigation costs (including reasonable attorneys fees) arising from any claim brought by LICENSEE

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against third parties alleging that products and/or technology sold, published and/or otherwise furnished by such third parties infringe a LICENSOR United States, Canadian, United Kingdom, French, German, Swiss, or Italian patent, copyright, trademark or trade secret relating to any Technical Information, Patented Technology, and/or Intellectual Property Rights furnished by LICENSOR hereunder.

9.3. Except for LICENSEE'S indemnity in Section 4.3.J. above and LICENSOR'S indemnity in Section 10.A below, neither party shall have any liability whatsoever to the other party or any other person for or on account of any injury, loss, or damage, of any kind or nature, including without limitation any special, indirect, exemplary, punitive and/or consequential damages sustained by, or any damages assessed or asserted against, or any other liability incurred by or imposed upon the other party or any other person, including without limitation any loss of business, data or use, arising out of or in connection with or resulting from (i) the production, use or sale of any Licensed Product; (ii) the use or inability to use any technical information, patented technology, intellectual property rights, techniques, or practices disclosed by LICENSOR; (iii) any third party claim for breach of contract, tort or any other cause of action whatsoever (except for personal injury) or (iv) any advertising or other promotional activities with respect to any of the foregoing.

#### 10. Term and Termination.

10.1. **Term.** This Agreement shall remain and continue in full force and effect for an initial period of ten (10) years from the Effective Date; provided, however, that the term of this Agreement shall be automatically renewed for successive one (1) year terms on December 31<sup>st</sup> of the tenth (10<sup>th</sup>) year, and each succeeding year thereafter, unless written notice is given by either party to the other of their intention to terminate the Agreement by September 1<sup>st</sup> of such year.

10.2. Notwithstanding Section 10.1 above, LICENSOR shall have the right to terminate this Agreement at any time, upon providing written notice to LICENSEE, pursuant to the provisions of Section 4.3.F above.

10.3. Notwithstanding Section 10.1 above, should competitive circumstances become unfavorable to the extent that marketing the Licensed Products 1 and/or 2 are, in LICENSEE'S sole reasonable judgment, not commercially feasible, LICENSEE shall have the right to terminate this Agreement as to Licensed Product 1 and/or Licensed Product 2 and render it void at any time after July 1, 2009 by providing written notice to LICENSOR and paying a buy out fee equal to the royalty due for the minimum annual commitment(s) for the Licensed Product(s) being terminated at the time of the buy out notice. Such buy out fee shall be in addition to any royalties, including a pro-rated share of the take or pay minimum in effect for Licensed Product 2 and the Guaranteed Minimum royalty for Licensed Product 1 at the time of termination, due to LICENSOR at the time of termination.

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10.4 If either party shall be in default of any obligation hereunder, or shall be adjudged bankrupt, or become insolvent, or make an assignment for the benefit of creditors, or be placed in the hands of a receiver or a trustee in bankruptcy, the other party may terminate this Agreement by giving sixty (60) days' notice by certified mail to the other party, specifying the basis for termination. If within sixty (60) days after the receipt of such notice, the party who received notice shall remedy the condition forming the basis for termination, such notice shall cease to be operative, and this Agreement shall continue in full force.

10.5 Termination of this Agreement in accordance with Sections 10.1, 10.2, 10.3, and 10.4 above, or otherwise, shall not excuse LICENSEE from the payment of any royalties in accordance with the royalty provisions of Section 5 due and payable to LICENSOR for Licensed Product sold and/or distributed to its customers prior to the termination of this Agreement.

10.6 In the event of Termination of this Agreement for any reason, LICENSEE shall be allowed to complete, transport, and sell any work-in-process consisting of Licensed Product covered by a valid Purchase Order to its contract manufacturer dated prior to Termination Date. LICENSEE shall also be allowed to receive and sell any Licensed Product in transit from its contract manufacturer at the time of Termination Date. LICENSEE shall also be allowed to sell any Licensed Product in its finished goods inventory at the time of Termination Date. All sales covered by this paragraph shall be subject to the royalty schedule and payment terms in effect at the time of Termination Date.

11. **Nonassignability.** This Agreement imposes personal obligations on the LICENSEE and the LICENSOR. Neither party shall assign any rights and/or obligations under this Agreement without first obtaining the prior written consent of the other party. Notwithstanding anything to the contrary, either party may assign its rights hereunder to any third party with whom such party merges or who acquires all or substantially all of that party's stock and/or assets. This Agreement shall inure to the benefit of, and be binding upon, any permitted assigns and successors in interest of the parties.

12. **Severability.**

12.1. The parties agree that if any part, term, or provision of this Agreement shall be found illegal or in conflict with any valid controlling law, the validity of the remaining provisions shall not be affected thereby.

12.2. In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction, the court may revise the provision in question to be as consistent as possible with the original intent of the parties, or may delete it entirely.

13. **Waiver, Integration, Alteration**

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13.1. The waiver of a breach hereunder may be effected only by a writing signed by the waiving party and shall not constitute a waiver of any other breach.

13.2. This Agreement represents the entire understanding between the parties, and supersedes all other agreements, express or implied, between the parties concerning LICENSING's use of the Technical Information, Patented Technology and/or Intellectual Property Rights.

13.3. A provision of this Agreement may be altered only by a writing signed by an authorized representative of both parties, except as otherwise provided in Section 10.2, above.

14. **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Ohio without regard to its conflict of laws provisions. The provisions of the United States Convention for Contracts for the International Sale of Goods shall not be applicable to or govern this Agreement. The parties hereby specifically agree that they are subject to the personal jurisdiction of the Federal and State courts of the State of Ohio regarding any matters and/or disputes arising under this Agreement.

15. **Notices Under the Agreement.** Notices provided under this Agreement shall be in writing, and sent to the addresses last listed above for each party, or to any other address(es) which one party may from time to time designate in writing to the other parties, via certified mail return receipt requested, or by means of overnight or international courier requiring a signed receipt, and shall be deemed made upon receipt by the party to whom it is addressed.

16. **Counterparts.** This Agreement may be signed by the parties in counterparts and by facsimile and each such counterpart when combined together shall comprise the entire Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

*[Handwritten initials]*

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

LICENSOR:

COMPOSITE CONCEPTS COMPANY, INC.

Witness [Signature]

By: [Signature]  
Title: President

Date: 25 Oct 04

LICENSEE:

GLOBAL TRADE NETWORK INCORPORATED

Witness \_\_\_\_\_

By: [Signature]  
Title: Chairman  
Date: 2nd Nov 2008

KERN SPECIAL TOOLS COMPANY, INC.

Witness \_\_\_\_\_

By: [Signature]  
Title: President  
Date: 2nd Nov, 2009

439667 Patent License Agreement

P RET

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## APPENDIX A

## LJCENSOR Technical Information

## Recommended Process For GammaBrass

The following process instructions have been developed for Korean manufacturers where our limited exposure to their standard practice would suggest a common start point for EDM brass wire is at a diameter of 0.9 mm. If the 0.9 mm diameter is not a convenient entry point for additional processing, or another entry point is desirable for zinc deposition economics, the following process can be redesigned to accommodate alternate entry points.

The starting material for GammaBrass is a hard (non-annealed) 65Cu/35Zn alloy brass wire. Assuming 0.9 mm diameter is a convenient starting point, a 0.9 mm diameter 65/35 Cu/Zn wire is subjected to the following additional processing:

1. Deposit 4.5  $\mu$ m of zinc yielding a finish diameter of 0.909 mm. If the deposition process heat treats the wire to convert any of the zinc to gamma phase brass (determined by metallographic cross section), the zinc thickness deposited should be decreased according to the formula

$$t_z = 4.5 - t_g/1.4$$

where  $t_z$  = thickness of zinc in  $\mu$ m and  $t_g$  = thickness of gamma phase brass in  $\mu$ m

2. Heat treat the wire in an air or nitrogen atmosphere at 177°C for three (3) hours.
3. Draw the wire to its finished diameter using polycrystalline diamond (Comex) dies.

Depending on the thermal characteristics of the heat treatment facility employed, the anneal time may have to be adjusted to achieve the desired result of 100% conversion of zinc to gamma phase brass. The complete conversion to gamma phase brass can only be determined metallographically. Unalloyed zinc and epsilon phase brass are smoked (appears blackened) by water, whereas gamma phase brass is not (retains a pale blue color).

*R* *RSK*

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## Recommended Process For Gamma-X

The Gamma-X process is a five-stage process where the first phase involves a zinc deposition followed by a diffusion anneal to form a thick, continuous layer of beta phase brass. The second phase involves another zinc deposition followed by a second diffusion anneal to form a thin, continuous layer of gamma phase brass. The following process instructions have been developed for Keyspan manufacturing where our limited exposure to these standard practices would suggest a convenient entry point for REM brass wire is at a diameter of 0.9 mm. If the 0.9 mm diameter is not a convenient entry point for additional processing, or another entry point is desirable for thin deposition economics, the following process can be redesigned to accommodate alternate entry points.

The starting material for Gamma-X is a hard (unannealed) unalloyed copper wire. Assuming 0.9 mm diameter is a convenient starting point, a 0.9 mm diameter copper wire is subjected to the following additional processing:

4. Deposit 10.0  $\mu\text{m}$  of zinc yielding a finish diameter of 0.936 mm.
5. Heat treat the wire in a nitrogen atmosphere at 351°C for three (3) hours.
6. Deposit 6.8  $\mu\text{m}$  of zinc increasing the overall diameter by 17.6  $\mu\text{m}$ .
7. Heat treat the wire in an air or nitrogen atmosphere at 177°C for three (3) hours.
8. Draw the wire to its finished diameter using polycrystalline diamond (Compax) dies.

Depending on the thermal characteristics of the heat treatment facility employed in Step 2, the anneal time in Step 2 may have to be adjusted to achieve the desired result of a 100% conversion of zinc to beta phase brass\*. Depending on the thermal characteristics of the heat treatment facility employed in Step 4, the anneal time in Step 4 may have to be adjusted to achieve the desired result of a 100% conversion of zinc to gamma phase brass\*.

- \* When the zinc is completely converted to gamma phase brass, the heat treated product should have a dull brass color. If the wire has a gray color, the wire is "under cooked" (has not been completely converted to beta phase brass) and additional heat treatment time needs to be added to the schedule.

*R* *COX*



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The complete conversion to gamma phase brass can only be determined metallographically. Unalloyed zinc and epsilon phase brass are attacked (appears blackened) by water, whereas gamma phase brass is not (retains a pale blue color).

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*R.*  
*att*

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APPENDIX B

**Form of the Guarantees of Kern Special Tools Company, Incorporated**

**UNCONDITIONAL CORPORATE GUARANTEE**

FOR VALUE RECEIVED and as an indenture to Compaq's Concepts Company, Inc. (the "Licensor") to enter into a Patent License Agreement for the products GammaBrass and Gamma-X as of July 1, 2004 with Global Trade Network Incorporated ("Global") (hereinafter called "the License Agreement"), the undersigned guarantor, Kern Special Tools Company, Incorporated, does irrevocably and unconditionally guarantee to Licensor, its successors and assigns, the due and punctual payment and performance of all obligations of Global to the Licensor in connection with the License Agreement, and the undersigned does hereby undertake and guarantee to pay on demand all losses, costs, attorney's fees and expenses incurred by Licensor as a result of Global's delinquency in payment or performance due to Licensor or incurred in connection with the enforcement of this Guaranty.

The undersigned hereby waives any right to require Licensor: (a) to make any presentation, protest, demand, or notice of any kind, including any notice of nonpayment of the indebtedness by the Licensee or any other person or (b) to resort for payment or to proceed directly or at once against any person, including Global.

The undersigned agrees that nothing herein shall be deemed to render this Guaranty in any way conditional. The undersigned hereby acknowledges that this Guaranty shall be a continuing and irrevocable guaranty and indemnity.

The undersigned hereby consents to any modification or renewal of the License Agreement between Global and Licensor guaranteed hereby, and agrees to abide by and to be held responsible under the same terms and conditions contained within said License Agreement.

The undersigned may not assign his rights, interests, or obligations under this Guaranty without the prior written approval of Licensor.

The undersigned represents that it has all necessary right, power, and authority to enter into this Guaranty.

The undersigned hereby acknowledges the receipt of adequate consideration from Licensor.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws principles. Guarantor hereby agrees that any action hereon or relating hereto may be maintained in a court of competent subject-matter

*R* *RBH*

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jurisdiction located in Ohio, and consents to the jurisdiction of any such court for all purposes covered herein.

IN WITNESS WHEREOF, the Company is executed this 3<sup>rd</sup> day of Nov 2004.

KERN SPECIAL TOOLS COMPANY,  
INCORPORATED

By: Ramesh Malhotra  
Name: Ramesh Malhotra  
Title: President

Witnessed By:

R RM

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**APPENDIX C****Form of the Guarantee of Mr. Ramesh Malhotra****LIMITED INDIVIDUAL GUARANTEE**

FOR VALUE RECEIVED and as an inducement to Composite Concepts Company, Inc. (the "Licensor") to enter into a Patent License Agreement for the products GammaMatrix and Omega-X as of July 1, 2004 with Global Trade Network Incorporated ("Global") and Kern Special Tools Company, Inc. ("Kern") (hereafter called "the License Agreement"), the undersigned guarantor, Ramesh Malhotra, 2965 Thornwood Court, Cincinnati, Ohio 45241-1038, does hereby and unconditionally guarantee to Licensor, its successors and assigns, the due and prompt payment and performance of all obligations of Global to the Licensor in connection with the License Agreement, and the undersigned does hereby undertake and guarantee to pay on demand all interest, costs, attorney's fees and expenses incurred by Licensor as a result of Global's delinquency in payment or performance due to Licensor or incurred in connection with the enforcement of this Guaranty, up to a maximum amount of One Hundred and Ten Thousand Dollars (\$110,000). Notwithstanding the foregoing provisions, this irrevocable and unconditional guarantee shall not apply unless and until the resources of Global and Kern have been exhausted and there is a remaining unpaid liability to Licensor.

The undersigned hereby waives any right to require Licensor: (a) to make any presentation, protest, demand, or notice of any kind, including any notice of nonpayment of the obligations by the Licensor to any other person; or (b) to resort for payment or to proceed directly or at once against any person, including Global.

The undersigned agrees that nothing herein shall be deemed to render this Guaranty in any way conditional, except as to the amount set forth herein. The undersigned hereby acknowledges that this Guaranty shall be a continuing and irrevocable guaranty and indemnity.

The undersigned hereby consents to any modification or renewal of the License Agreement between Global and Licensor guaranteed hereby, and agrees to abide by and be held responsible under the same terms and conditions contained within said License Agreement.

The undersigned may not assign its rights, interests, or obligations under this Guaranty without the prior written approval of Licensor.

The undersigned hereby acknowledges the receipt of adequate consideration from Licensor.



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This Guaranty shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to conflict of laws and principles. Guarantor hereby agrees that any action brought or relating hereto may be maintained in a court of competent subject-matter jurisdiction located in Ohio, and consents to the jurisdiction of any such court for all purposes connected herewith.

IN WITNESS WHEREOF, this Guaranty is executed this 3<sup>rd</sup> day of May, 2011.

*Ramach Malhotra*  
Ramach Malhotra

Witnessed By:

\_\_\_\_\_

R-021

APPENDIX D

Amortization of All Previous LICENSEE Expenses for the EPO Application

DATE	Invoice	European Associate	Yank-Hoffman
<b>1999</b>			
02-Dec	31227		86.00
23-Dec	31227	90.00	
<b>2000</b>			
29-Feb	31746	233.00	
29-Feb	31746		64.50
01-Mar	32138		43.00
02-Mar	32138		43.00
14-Mar	32138		172.00
17-Mar	32138		64.50
17-Mar	32138	6,908.00	
22-Jun	32883		43.00
12-Jul	33234		43.00
14-Jul	33234	424.00	
14-Jul	33234		64.50
09-Jul	35643		45.00
<b>2001</b>			
24-Aug	35793		67.50
01-Sep	35962	63.00	
01-Sep	35962		67.50
06-Sep	35962	623.00	
06-Sep	35962		67.50
19-Sep	35962		225.00
28-Sep	35962		137.50
08-Oct	36145	219.00	
15-Oct	36145		112.50
16-Oct	36145		225.00
17-Oct	36145		450.00
18-Oct	36145		675.00

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01-Nov Date	36393 Invoice	165.00 European Account	Value-11/01/11
02-Nov	36393		225.00
20-Nov	36393		450.00
21-NOV	36393		382.50
19-Dec	36491		67.50
14-Dec	36491		112.50
17-Dec	36491		43.00
19-Dec	36491		43.00
2002			
02-Jan	36641	4,246.00	
02-Jan	36641		67.50
18-May	37235		90.00
24-May	37235		112.50
29-May	37235		45.00
03-Jun	37359		90.00
14-Jun	37359		180.00
27-Jun	37359		67.50
01-Jul	37593	1,770.00	
01-Jul	37593	522.00	
01-Jul	37593		67.50
17-Jul	37593		67.50
22-Jul	37593	622.00	
26-Sep	37917		22.50
27-Sep	37917		22.50
30-Sep	37917		45.00
09-Oct	38464		45.00
17-Dec	38464		67.50
19-Dec	38464		67.50
2003			
14-Feb	38875		45.00
14-Feb	38875		45.00
26-Mar	39011	340.00	
	39011		67.50
01-Apr	39154	140.00	
01-Apr	39154		67.50
24-Apr	39154		45.00
01-May	39214	3,390.00	

*R. Pitt*

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Date	Invoice	Bumpen, Alexander	Wanda-Huffman
01-May	39234		67.50
14-May	39234		45.00
27-May	39234		67.50
30-May	39455		72.50
04-Jun	39455		45.00
04-Jun	39455		45.00
20-Jun	39455		45.00
21-Jun	39455	27.50	45.00
10-Jul	39611		
01-Aug	39741		67.50
07-Aug	39741	330.46	67.50
07-Aug	39741	168.09	
07-Aug	39741	179.81	
07-Aug	39741	132.74	
07-Aug	39741	104.44	
12-Sep	39872	782.00	
12-Sep	39872		67.50
26-Sep	39872		45.00
28-Oct	40043	3,888.00	
28-Oct	40043		67.50
2004			
01-Jan	40196	3,970.00	67.50
12-Mar	40750		45.00
12-Mar	40750		67.50
06-Apr	40874	1,000.00	
06-Apr	40874		24.00
13-Apr	40874		96.00
20-May	41017		1,365.00
01-Jun	41143	150.00	1,000.00
Contingency*		1,000.00	
Sub-Totals		50,681.04	2,880.50
Total Legal Cost of EPO Application			29,561.54

\*Contingency is for unanticipated foreign associate's work in obtaining response extension for Berkothoff challenge.