

07/18/2012

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office



ET

103647080

To the Director of the U.S. Patent and Trademark Office, and to the documents or the new address(es) below.

1. Name of conveying party(ies)

Antonio Rossi, Filippo Costanzo, Saverio Roncolini

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

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

Execution Date(s) May 22, 2012

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

2. Name and address of receiving party(ies)

Name: Cascades Ventures, Inc.

Internal Address:

Street Address: 500 Skokie Blvd, Suite 250

City: Northbrook

State: IL

Country: USA Zip: 60062

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)

13/403,841

B. Patent No.(s)

7,571,244 and 8,156,236

Additional numbers attached? ☐ Yes ☒ No

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

Name: Anthony O. Brown

Internal Address:

Street Address: 2506 N. Clark, No. 293

City: Chicago

State: IL Zip: 60614

Phone Number: 847-849-4845

Fax Number:

Email Address: brown@cascadesventures.com

6. Total number of applications and patents involved: 3

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 120.00

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

8. Payment Information

Deposit Account Number

Authorized User Name 07/18/2012 00000003 13403841

9. Signature:

Signature

Date

Anthony O. Brown  
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 11

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

PATENT  
REEL: 028606 FRAME: 0823

## **EXCLUSIVE LICENSE AGREEMENT**

This Agreement is entered into this 22nd day of May, 2012, by and between Antonio Rossi, whose address is Via Margutta 48 - IT00187 Rome, Italy, Filippo Costanzo, whose address is 11808 Dorothy St. #303, Los Angeles, CA 90049 and Saverio Roncolini, whose address is Via della Villa di Lucina 53, 00145 Rome, Italy, (hereinafter jointly referred to as the "Licensor" and individually referred to as an "Inventor" or jointly as the "Inventors"), and Cascades Ventures, Inc. ("Licensee" or "CV"), an Illinois corporation having a principal place of business at 500 Skokie Boulevard, Suite 250, Northbrook, IL 60062 (collectively referred to herein as the "Parties").

### **WITNESSETH:**

Whereas, Licensor is the owner of the U.S. patents or applications listed on the attached Schedule and all corresponding patent applications, foreign patents and foreign patent applications, and all continuations, continuations in part, divisions, extensions, renewals, reissues and re-examinations thereof, which, together with all patents that may issue from any of the foregoing, are collectively called the "Patents";

Whereas, Licensor is willing to grant worldwide exclusive license rights in the Patents to CV and CV in turn, desires to exploit and enforce the Patents and to provide Licensor a certain percentage of the net profits, royalties, revenues and other proceeds arising from such exploitation and enforcement as provided herein.

**NOW, THEREFORE**, in consideration of the promises and mutual covenants contained herein and for other good and valuable consideration, Licensor and CV agree as follows:

### **ARTICLE 1 TITLE; CERTAIN REPRESENTATIONS**

[REDACTED]

## ARTICLE 2 – GRANT

2.1 Subject to the terms and conditions of this Agreement, Licensors grants to Licensee, and Licensee accepts, a worldwide, perpetual and non-revocable exclusive license under the Patents, including the rights (i) to protect and promote the Patents and the inventions covered thereby, (ii) to sublicense, (iii) under all agreements assigning ownership of and/or rights under the Patents from the inventors and any prior owners to Licensors, (iv) to sue for past, present and future infringement of the Patents, including the right to collect and receive any damages, royalties, or settlements, (v) to seek and obtain injunctions or other equitable relief for such infringements, (vi) to any and all causes of action relating to any of the inventions or discoveries described in the Patents and (vii) to make, use, sell, offer for sale or import devices, methods or services covered by the Patents. The above rights include, but are not limited to, all of the substantial rights under the Patents. Except as otherwise expressly provided in this Agreement, Licensors retains no rights to enforce or license the Patents or to make, use, sell, offer for sale or import any devices, methods or services covered by the Patents. The exclusive right and license granted herein shall exist for the life of the Patents, except as otherwise provided in Article 6 below.

2.2 During the term of this Agreement, Licensors shall not assign, license, grant covenants not to sue, transfer or otherwise convey to any other person or entity any of its rights, title, claims, interest or privileges with respect to the Patents, and Licensors shall not authorize, create or cause to be created any lien or encumbrance on any Patent.

2.3 Licensors expressly reserves all rights other than those being conveyed or granted in this Agreement, including but not limited to copyrights, trade secrets, formulas, research data and know-how, as well as any trademark rights and associated goodwill, except to the extent any such rights conflict with the exclusive license granted hereunder.

2.4 In the event of any action of Licensors that is permitted or required under this Agreement, including any action that requires notice to Licensee, the consent of any two of the Inventors shall be required for there to be effective action by Licensors.

**ARTICLE 3 - ROYALTIES AND OTHER PAYMENTS**

[REDACTED]

**ARTICLE 4 – RECORDS; FEES; PTO PROCEEDINGS**

[REDACTED]

**ARTICLE 5 ENFORCEMENT OF LICENSED PATENT RIGHTS**

[REDACTED]

**ARTICLE 6 – TERMINATION**

[REDACTED]

**ARTICLE 7 – ASSIGNMENT**

[REDACTED]

**ARTICLE 8 – ARBITRATION; LIABILITY**

[REDACTED]

**ARTICLE 9 MISCELLANEOUS**

[REDACTED]

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this Exclusive License Agreement  
on the date first written above.

CASCADES VENTURES, INC.

By: [Signature]

Its: President

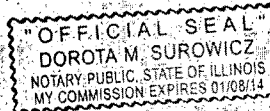
STATE OF ILLINOIS)  
COUNTY OF COOK)

On this 22nd day of May, 2012, before me, DOROTA M. SUROWICZ, a Notary Public in and  
for said state, personally appeared Anthony O. Brown, who, being known by me and duly sworn  
did say that he is the President of Cascades Ventures, Inc., an Illinois corporation, known to me  
to be the company described in the foregoing Exclusive License Agreement, and acknowledged  
that said instrument was signed on behalf of said company and said person acknowledged said  
instrument to be his free act and deed and the free act and deed of said company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal  
in the County and State aforesaid, the day and year first above written.

[Signature]  
Notary Public

My Commission Expires: 1-8-2014



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(5)

Felipe  
Filippo Costanzo

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_ day of May, 2012, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared Filippo Costanzo, who, being known by me and duly sworn acknowledged that he signed the foregoing Exclusive License Agreement and said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Antonio Rossi

[add notarization]

\_\_\_\_\_  
Saverio Roncolini

[add notarization]

\_\_\_\_\_  
Filippo Costanzo


STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of May, 2012, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared Filippo Costanzo, who, being known by me and duly sworn acknowledged that he signed the foregoing Exclusive License Agreement and said instrument to be his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

  
Antonio Rossi

[add notarization]

\_\_\_\_\_  
Saverio Roncolini

[add notarization]



\_\_\_\_\_  
Filippo Costanzo

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of May, 2012, before me, \_\_\_\_\_, a Notary Public in and for said state, personally appeared Filippo Costanzo, who, being known by me and duly sworn acknowledged that he signed the foregoing Exclusive License Agreement and said instrument to be his free act and deed.

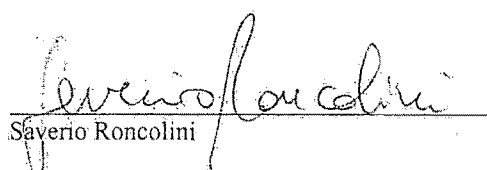
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
Antonio Rossi

[add notarization]

  
\_\_\_\_\_  
Saverio Roncolini

[add notarization]

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(2)

# SCHEDULE OF PATENTS

U.S. Patent Nos.:

7,571,244  
8,156,236

Application Serial No.:

13/403,841