

Form PTO-1595 (Rev. 06-12)  
OMB No. 0651-0027 (exp. 04/30/2015)

U.S. DEPARTMENT OF COMMERCE  
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## 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)

Derrick J. Page

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

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

Execution Date(s) 1/12/2013

- ☐ 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: Lee H. Heimert

Internal Address: \_\_\_\_\_

Street Address: 23 Saddle Road

City: Norwalk

State: Connecticut

Country: USA Zip: 06851

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

### 4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

B. Patent No.(s)

7,019,898

Additional numbers attached? ☐ Yes ☒ No

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

Name: David I. Klein

Internal Address: Rosenberg, Klein & Lee

Street Address: 3458 Ellicott Center Drive, Suite 101

City: Ellicott City

State: MD Zip: 21043

Phone Number: 410-465-6678

Docket Number: MR3885-4

Email Address: rkl@rklpatlaw.com

### 6. Total number of applications and patents involved: 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)

### 8. Payment Information

Deposit Account Number 50-5298

Authorized User Name David I. Klein

### 9. Signature:



Signature

1/24/2013

Date

David I. Klein

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: 9

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

Customer No. 04586

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PATENT

REEL: 029684 FRAME: 0384

## LICENSE AGREEMENT

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## LICENSE AGREEMENT

THIS AGREEMENT, effective as of its execution, is by and between Lee H. Heimert, an individual, having a residence at 23 Saddle Road, Norwalk, CT 06851 (herein called LICENSEE), and Derrick J. Page, an individual, having a residence at 1645 Severn Chapel Road, Crownsville, MD 21032 (herein called LICENSOR).

***I. Background of Agreement***

1.00 LICENSOR represents that it has a patent pertaining to a flexible reconfigurable surface, in respect to which it is prepared to grant an exclusive license to LICENSEE.

1.01 LICENSEE wishes to acquire an exclusive license under THE PATENT of LICENSOR for purposes of developing, manufacturing and selling devices for producing three dimensional art works, and/or devices for producing commercial products incorporating three dimensional art works, and/or producing and selling three dimensional art works and/or producing commercial products incorporating three dimensional art works.

***II. Definitions***

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

2.00 THE PATENT means U.S. Patent No. 7,019,898

2.01 LICENSED TERRITORY means the United States of America, its territories, and its possessions.

2.02 IMPROVEMENT or IMPROVEMENTS means any patented modification of a device, method, or product described in THE PATENT, provided such a modification, if unlicensed, would infringe one or more claims of THE PATENT.

2.03 LICENSED FIELD means, and is limited to, the practice of THE PATENT and IMPROVEMENTS to the development, manufacture and sale of devices using a flexible reconfigurable surface for producing three dimensional art works and/or devices for producing commercial products incorporating three dimensional art works, and/or producing and selling three dimensional art works and/or producing commercial products incorporating three dimensional art works produced using a flexible reconfigurable surface.

2.04 LICENSED PRODUCTS means any and all products that fall within the LICENSED FIELD and that are covered by one or more claims of THE PATENT.

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2.05 TERM shall mean the time period of the license grant as set forth in this agreement, and shall extend until the expiration of THE PATENT and shall thereupon terminate, unless terminated sooner under the terms set forth herein.

2.06 U.S. PATENT OFFICE shall mean any United States governmental body, agency, department, corporation, or any officer thereof having the responsibility, duty and/or statutory power to regulate, control, manage, and/or administer patents issued in the United States and the issuance of patents in the United States.

2.07 WRITTEN STATEMENT shall mean a communication made by any tangible medium, including computer storage devices.

### ***III. License Grant***

3.00 LICENSOR hereby grants to LICENSEE a license, to the extent of the LICENSED FIELD and LICENSED TERRITORY, under THE PATENT and IMPROVEMENTS to make, use, offer to sell, sell, and import LICENSED PRODUCTS. LICENSEE acknowledges and agrees that no license is granted or implied under, and agrees not to practice under, THE PATENT and IMPROVEMENTS outside the LICENSED FIELD and LICENSED TERRITORY.

3.01 The license granted pursuant to Section 3.00 hereof shall be exclusive, with the right to grant sublicenses during the TERM of this agreement.

### ***IV. License Fee***

4.00 LICENSEE shall, as a license fee, pay the outstanding Maintenance fees due during the TERM of this agreement.

### ***V. Royalties***

5.00 LICENSEE shall pay a royalty of 10% of the gross sales attributable to practice of THE PATENT in the LICENSED FIELD and LICENSED TERRITORY during the TERM of this agreement, by LICENSEE and 10% of any revenues received from sublicensees.

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***VI. Sublicensing***

6.00 Sublicensing in the LICENSED FIELD and LICENSED TERRITORY shall be the responsibility of LICENSEE, and it is the intent of the parties that sublicenses shall be available to qualified third parties on fair and reasonable terms. Sublicenses shall be nonexclusive licenses that are transferable only from LICENSEE to LICENSOR. LICENSEE shall supply LICENSOR with a copy of each such sublicense agreement within sixty (60) days after the execution of any such sublicense subsequent.

6.01 The royalty for sublicenses shall be as set forth in Section 5.00 above.

6.02 If this Agreement becomes nonexclusive or if it is terminated for any reason, LICENSEE shall, within thirty (30) days, assign all of its right, title, and interest to all sublicenses to LICENSOR, including the right to receive all income from sublicensees. LICENSEE shall, prior to execution of each sublicense, make any sublicensee aware of this contingency.

***VII. Payments***

7.00 Not later than the last day of the sixth (6<sup>th</sup>) month following the EFFECTIVE DATE of this AGREEMENT and at each six (6) month interval thereafter, LICENSEE shall furnish to LICENSOR a WRITTEN STATEMENT. The WRITTEN STATEMENT can be provided by postal or other delivery service, electronic mail, facsimile or like means acceptable to LICENSOR. The WRITTEN STATEMENT shall be in such detail as LICENSOR may reasonably require of all amounts due pursuant to Section 5.00 for the semiannual periods ended the last days of the preceding six (6) month period in which revenue attributable to practice of THE PATENT in the LICENSED FIELD and LICENSED TERRITORY, and shall pay to LICENSOR all amounts due to LICENSOR. If no amount is accrued during any semiannual period, the WRITTEN STATEMENT shall be furnished to LICENSOR and state that no revenue accruable to LICENSOR has been received by LICENSEE in the preceding six (6) month interval.

7.01 If this Agreement is for any reason terminated before all of the payments herein provided for have been made, LICENSEE shall within sixty (60) days submit a terminal report and pay to LICENSOR any remaining unpaid balance even though the due date as above provided has not been reached.

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***VIII. Representations and Warranties***

8.00 LICENSOR represents and warrants in respect to THE PATENT that it has legal power to extend the rights granted to LICENSEE in this Agreement, that it owns the full right, title and interest in THE PATENT and that it has not made and will not make any commitments to others inconsistent with or in derogation of such rights.

8.01 LICENSOR shall take all necessary steps to assist LICENSEE to maintain THE PATENT enforceable, including, but not limited to, filing all necessary papers related to patent maintenance or other procedures required by the U.S. PATENT OFFICE.

8.02 LICENSOR represents and warrants in respect to THE PATENT that it is valid and is enforceable.

8.03 LICENSOR represents and warrants in respect to THE PATENT that it does not infringe one or more claims of prior patents enforceable within LICENSED TERRITORY.

***IX. Termination***

9.00 This Agreement shall terminate upon the expiration of THE PATENT, unless this Agreement is terminated sooner.

9.01 LICENSEE may terminate this Agreement at any time upon sixty (60) days' written notice in advance to LICENSOR.

9.02 If either party shall be in default of any obligation hereunder except for those of Section 7.00, 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 Registered Mail to the other party, specifying the basis for termination. If within sixty (60) days after the receipt of such notice, the party receiving 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 and continue as if there had been no interruption.

9.03 If the LICENSEE shall be in default of any obligation in Section 7.00, this Agreement shall terminate fifteen (15) days subsequent to the due date for the obligation, unless the default has been cured with said fifteen (15) day period.

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9.04 The word "termination" and cognate words, such as "term" and "terminate," used in this Article IX and elsewhere in this Agreement are to be read, except where the contrary is specifically indicated, as omitting from their effect the following rights and obligations, all of which survive any termination to the degree necessary to permit their complete fulfillment or discharge:

- a. LICENSEE's obligation to supply a terminal report as specified in Section 7.01 of this Agreement
- b. LICENSOR's right to receive or recover and LICENSEE's obligation for payments accrued or accruable at the time of any termination
- c. LICENSEE's obligation to maintain records under Section 11.00 of this Agreement
- d. Any cause of action or claim of LICENSOR accrued, or to accrue, because of any breach or default by LICENSEE
- e. Any cause of action or claim of LICENSEE accrued, or to accrue, because of any breach or default by LICENSOR
- f. The representations and warranties of Section 8.00.

***X. Litigation***

10.00 Each party shall notify the other party in writing of any suspected infringement(s) of THE PATENT and IMPROVEMENTS in the LICENSED TERRITORY and shall inform the other party of any evidence of such infringement(s).

10.01 LICENSEE shall have the right to institute suit for infringement(s) in the LICENSED FIELD and the LICENSED TERRITORY. If LICENSEE does not institute suit for infringement(s) within ninety (90) days of receipt of written notice from LICENSOR of suspected infringement(s) of THE PATENT and IMPROVEMENTS in the LICENSED TERRITORY, then LICENSOR may, at its own expense, bring suit or take any other appropriate action.

10.02 LICENSOR agrees to provide any information, documents, witnesses or testimony both oral and written necessary in such suit.

10.03 LICENSOR agrees to provide support to join as a party plaintiff in any such lawsuit initiated by LICENSEE, if necessary to meet any standing or court requirements, or on its own initiative.

10.04 LICENSEE shall be entitled to any recovery of damages resulting from a lawsuit brought by it pursuant to Section 10.01. LICENSOR shall be entitled to recovery of damages resulting from any lawsuit brought by LICENSOR to enforce any PATENT or IMPROVEMENT, pursuant to Section 10.01. To the extent that LICENSEE and LICENSOR share in litigation costs of a lawsuit, any recovery of damages resulting from

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that lawsuit shall be shared on a pro rata basis.

10.05 Neither party may settle with an infringer without the prior approval of the other party if such settlement would affect the rights of the other party under THE PATENT and IMPROVEMENTS.

***XI. Records***

11.00 LICENSEE shall keep accurate records of all operations affecting payments hereunder, and shall permit LICENSOR or its duly authorized agent to inspect all such records and to make copies of or extracts from such records during regular business hours throughout the term of this Agreement and for a reasonable period of not less than two (2) years thereafter.

***XII. Assignability***

12.00 The parties agree this Agreement imposes obligations on LICENSEE, and LICENSEE may assign this Agreement with the written consent of LICENSOR. LICENSOR may assign its rights hereunder with ninety (90) days advance written notice to LICENSEE.

12.01 The notice requirement of Section 12.00, above, is waived for a successor in interest in the event of liquidation and/or insolvency of LICENSEE.

***XIII. Severability***

13.00 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.

13.01 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, LICENSOR, by written notice to LICENSEE, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.

***XIV. Nonuse of Licensor's Name***

14.00 In publicizing anything made, used, offered for sale, sold, or imported under this Agreement, LICENSEE shall not be obligated to use the name of LICENSOR or otherwise refer to any organization related to LICENSOR.

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14.01 In publicizing anything made, used, offered for sale, sold, or imported under this Agreement, LICENSEE shall not use the name of LICENSOR or otherwise refer to any organization related to LICENSOR, except with the written approval of LICENSOR.

***XV. Waiver, Integration, Alteration***

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

15.01 This Agreement constitutes the entire understanding between the parties, and merges and supersedes all prior discussions, negotiations, understandings, and agreements between the parties concerning THE PATENT and IMPROVEMENTS. Neither party shall be bound by any definition, condition, warranty, right, duty, or covenant other than as expressly stated in this Agreement or as subsequently set forth in a written document signed by both parties. Each party expressly waives any implied right or obligation regarding the subject matter hereof.

15.02 A provision of this Agreement may be altered only by a writing signed by both parties, except as provided in Sections 13.00 and 13.01, above.

***XVI. Marking***

16.00 LICENSEE may at LICENSEE's discretion, place in a conspicuous location on LICENSED PRODUCTS, tags, labels, manuals and/or other materials with which LICENSED PRODUCTS are sold, a patent notice in accordance with current law.

***XVII. Applicable Law***

17.00 This Agreement shall be construed in accordance with the substantive laws of the State of Maryland, excluding those pertaining to its choice of law, and of the United States.

17.01 Any legal proceedings related to this agreement are to be brought in a Maryland state or federal court.



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IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and duly sealed in duplicate originals on the respective dates and at the respective places hereinafter set forth.

**LICENSEE**

1/10/13  
Date

Lee H Heimert  
LEE H. HEIMERT

SUBSCRIBED AND EXECUTED AT:

Norwalk, CT.  
Place (City or County, State)

**LICENSOR**

1/12/13  
Date

Derrick J. Page  
DERRICK J. PAGE

SUBSCRIBED AND EXECUTED AT:

Brevard, Florida  
Place (City or County, State)