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Form PTO-1595 (Rev. 03-11)
OMB No. 0651-0027 (exp. 04/30/2015)

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

103667772

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.

05/29/14

1. Name of conveying party(ies)

Michel Joulin

2. Name and address of receiving party(ies)

Name: Vacuum Handling North America, LLC

Internal Address: Attention: Mr. Francois Joulin

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

Street Address: 2551 US Hwy 70 SW

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

Execution Date(s) March 20, 2014

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

City: Hickory

State: North Carolina

Country: USA Zip: 28602-4744

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)

B. Patent No.(s)

US 6,318,778

Additional numbers attached? Yes No

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

Name: Vacuum Handling North America, LLC

Internal Address: Mr. Francois Joulin

Street Address: 2551 US Hwy 70 SW

City: Hickory

State: North Carolina Zip: 28602-4744

Phone Number: 828 327 2290

Docket Number:

Email Address: francois@joulinna.com

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 40

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

8. Payment Information

Deposit Account Number: 01551 KNGUYENI 00000025 6318778

Authorized User Name: 48.00 DP

9. Signature:

Signature

May 20th 2014
Date

Francois Joulin

Name of Person Signing

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

12

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

COOPERATION AGREEMENT

This Cooperation Agreement ("**Agreement**") is effective as of March 20, 2014 (the "**Effective Date**") by and between Michel Joulin, a French citizen residing at 11, rue de Villemartin 91150 Morigny Champigny, France, ("**Inventor**"), Joulin Aero Distribution SARL, a French limited liability company with its principal place of business located at Zone Industrielle, 17, avenue des Grenots, 91150 Etampes, - France, ("**Licensor**") and Vacuum Handling North America, LLC, a North Carolina limited liability company, with its principal place of business at 2551 US Hwy 70 SW Hickory, NC 28602-4744 ("**Licensee**").

RECITALS

Whereas, Inventor has developed proprietary vacuum grippers inventions, and is the owner of a European patent n° 1052201 valid in France, Sweden and Germany and a US patent "Suction pick-up head" n° 6,318,778, on November 20, 2001 (the "**Patent**").

Whereas, Inventor has granted Licensor a license under the French patent recorded before the French Institute of Industrial Property (INPI).

Whereas, Licensor has developed proprietary technologies, as described in Exhibit A ("**Technology**"), under Inventor's patents and manufactures and sells products using this Technology ("**Products**") described in Exhibit B, under the trademark and tradename Joulin, ("**Trademark**");

Whereas, Licensor and Licensee have been cooperating since 2007 in order to enhance and develop the Technology.

Whereas, Inventor being a shareholder/partner of Licensor, is satisfied with the cooperation from Licensee, as a consideration for the grant of the license under this Agreement to Licensee.

Whereas, Licensee wishes to have the right and license to (i) develop the Technology, (ii) manufacture and market the Products and (iii) use the Trademark in the United States and in other international territories outside the European Union; as set forth in this Agreement;

Now, Therefore, for good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

1. **Definitions.** In this Agreement (including in the Recitals and Schedules) the following expressions shall have the meaning assigned to them except where the context otherwise requires:

"**Documentation**" means the documentation for the Technology furnished to Licensee by Licensor.

"**Exclusive Territory**" means the United States of America and Canada.

"**Intellectual Property Rights**" means any and all now known or hereafter existing rights associated with (a) works of authorship, including copyrights and moral rights; (b) trade secrets; (c) patent, patent applications, including the patent application described in Exhibit A and other industrial property rights; (d) other proprietary rights in technology of every kind and nature; and (e) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.



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“Know-How” means the know-how of proprietary technology developed, owned or controlled by Licensor, including knowledge, experience and all skills required for producing the Products including all written information on the aforesaid know-how, including, but not limited to research report and all technical data and information on design, calculation, drawings, manufacturing process, quality control, experiment, installation, measurement and test, operation, maintenance on and of the Products;

“License” has the meaning set out in Section 2.1 below.

“Patent” has the meaning set out in the Recitals.

“Products” has the meaning set out in the Recitals.

“Technology” means the confidential or proprietary information included in the Know-How and licensed under this Agreement and described in Exhibit “B” or any part thereof developed by Licensor.

“Term” means the term of this Agreement set out in Section 10.1.

“Territory” means the world except Europe.

2. License.

2.1 License Grants.

(a) **Technology License.** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee under the Intellectual Property Rights other than the Patents related to the Technology, an exclusive license in the Exclusive Territory and a non-exclusive license in the rest of the Territory to:

- (i) use and reproduce the Technology;
- (ii) create derivative works of and modify, alter, extend, upgrade, and improve the Technology,
- (iii) develop, make, use, sell, market, commercialize, distribute, promote and otherwise provide the Products to any customer within the Territory; and
- (iv) use and reproduce the Documentation, in connection with the exercise of the other rights expressly granted in this Section 2.1.

(b) **Patent License.** Subject to the terms and conditions of this Agreement, Inventor grants to Licensee an exclusive license for the Exclusive Territory to develop, make, use, sell, market, commercialize, distribute, promote and otherwise provide the Products in the Exclusive Territory under the Patents and a non-exclusive license in the rest of the Territory..

(c) **Trademark Use.** Subject to the terms and conditions of this Agreement, Licensor grants to Licensee under the Trademark a license in the Territory to make use of and to otherwise exploit the Trademark in order to produce, distribute, promote, market, label and sell the Products, and related promotional materials, advertising

(d) **Exclusivity.**

(i) The license granted in this Section 2.1 ("License") shall be exclusive for the Exclusive Territory and non-exclusive for all other territories within the Territory.

(ii) During the term of this Agreement, the Licensee shall be entitled, within the Exclusive Territory, to avail itself of the exclusivity granted under this Section 2 including as an agent or representative of Licensor. During the term of this Agreement, Licensor will not establish, and will not license another party or entity to establish the distribution of the Products in the Exclusive Territory.

(iii) Licensor retains the right to sell and market services related to the Products ("the Services") in the Territory excluding the Exclusive Territory (except on a case by case basis as agreed upon with Licensee) at its sole discretion. Licensee shall consult with Licensor before entering into a transaction with a customer in the Territory whose value is higher than \$10,000 to make sure that Licensor is not negotiating a similar transaction in parallel. Licensor may decide to give potential leads to Licensee if the service to customer would be facilitated.

(iv) The Licensee shall refrain from seeking customers in Europe.

3. **Sublicenses.** The Licensee may grant sublicenses to any third parties but only to sublicenses for use in the Exclusive Territory and in the field of use for which the licensed right is conferred.

4. **Cooperation.**

4.1 **Sourcing.** Licensee and Licensor shall cooperate in order to source or identify within the manufacturing process ways to reduce the materials and manufacturing costs. The Parties acknowledge and agree that they may procure from one another equipment, components for the Products or raw material. In particular, Licensee shall procure from suppliers in the US, the foam materials to be used in the manufacturing of grippers for both Licensor and Licensee's needs in order to obtain economies of scale. Similarly, Licensee shall be entitled to buy turbines from Licensor.

4.2 **Research and Development.**

(a) Licensee shall engage in research and development activities in order to enhance, improve the Technology, with a view to adapt the Products to the US market. All such enhancement, improvements, upgrades, derivative works, improvements, extensions, modifications and alterations Licensee makes to the Technology ("Improvements") shall be owned by Licensor, and licensed back to Licensee, under the same terms and conditions set forth in section 2.1. Licensee shall regularly communicate to Licensor all Improvements generated under this Agreement.

(b) Licensor or Inventor as the case may be shall decide whether or not to file any patent application(s) in the world, at its sole discretion, for any resulting inventions.

(c) Licensor and Licensee will discuss every year the introduction of new features to the Products as a result of development from Licensor.

4.3 **Transfer of Know-How.** It is hereby acknowledged that Licensor has transferred the complete Know-How to Licensee. The Licensor also may provide to the Licensee, from time to time, other general know-how and proprietary information relating to the Licensor's products and services, all of which will be treated the same as Know-How for purposes of this Agreement. This license includes the right to disclose technical Information to distributors, customers and third parties, only to the extent that such disclosure is necessary to allow such customers to fully utilize the Products. The Licensee shall not disclose, or permits its distributors to disclose, any licensed technical Information to any customer or other third party, unless the Licensee first (a) obtains prior written permission from the Licensor to make such disclosure or

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causes its distributors to obtain such permission; and (b) ensures or causes its distributors to ensure that the customer or third party enters into a confidentiality agreement with the Licensee in a form approved by Licensor.

4.4 Marketing. Licensee and Licensor shall cooperate in order to develop or share marketing materials such as commercial brochures, commercial databases or commercial website.

4.5 Machines. Licensor build and market a range of Machines for woodhandling. Licensee agree to develop & maintain reasonable commercial skills in order to promote this range of equipment in the exclusive territory

5. Trademarks

5.1 In connection with the use of the Trademarks, Licensee agrees to comply in all respects with any guidelines or directions provided by Licensor with respect to proper usage of the Trademarks.

5.2 Licensee agrees and acknowledges that Licensor owns all right, title and interest in and to the Trademarks. However it is acknowledged that during the Term, Licensee shall have the option and not the obligation, in its sole discretion, to purchase the Trademark for the Exclusive Territory from Licensor for the price set out in Exhibit D ("Purchase Price"). The option shall be exercisable by Licensee in case Licensor terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state statute, which proceedings are not dismissed within ninety (90) days, becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or has wound up or been liquidated, voluntarily or otherwise ("Licensor Bankruptcy Event") by delivery by Licensee to Licensor or Licensor's trustee of (i) a completed and fully executed notice of exercise and (ii) a completed and fully executed purchase agreement, together with payment in immediately available funds by Licensee to Licensor.

6. Recording and Right to sue.

6.1 Relevant extracts of this Agreement related to the exclusive rights granted to Licensee under the Patent may be recorded by the most diligent party before the USPTO.

6.2 Licensee shall have the right to sue and enforce its rights against any third party infringer, including the right to collect damages, defend on the validity of the Patent. Upon request of Licensee, Inventor agrees to assist Licensee in the lawsuit, including joining as a co-plaintiff.

7. Confidential Information. "Confidential Information" means any information disclosed by either party ("Discloser") to the other ("Recipient") that is marked as confidential or that Recipient knows or should know is confidential to Discloser. Confidential Information includes, without limitation, the Technology, any products or services containing or embodying the Technology, the Documentation, and any of the intellectual property related to any of the foregoing, any non-public information relating to the Discloser, and the terms of this Agreement (but not its existence). Confidential Information does not include information that: (a) Recipient independently receives from a source other than, and without breach of a duty of confidentiality to, Discloser; (b) becomes public knowledge through no fault of Recipient; or (c) Recipient can document that it knew prior to the disclosure of such information by Discloser. Recipient will have the burden of proving that any given exception applies in a particular case. Recipient shall not use Confidential Information except to the extent necessary to exercise the rights and perform the obligations set forth herein, and will not directly or indirectly disclose Confidential Information to any third party, other than to employees and independent contractors performing services for the benefit of Recipient. Recipient will ensure that all of its employees and independent contractors who receive access to Confidential Information do so on a strict "need-to-know" basis and are legally bound by obligations of confidentiality no less stringent than those set forth herein. Recipient will take all reasonable measures to protect the confidentiality of the



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Confidential Information, promptly notify Discloser of any unauthorized use or disclosure of Confidential Information, and assist Discloser in remedying any unauthorized use or disclosure. In addition, Recipient may disclose (a) Confidential Information to the extent necessary to comply with any applicable law, regulation or legal process, provided that Recipient, to the extent permitted by law, gives prompt, prior written notice to Discloser and cooperates reasonably with such efforts as Discloser may make to seek a protective order or otherwise minimize disclosure under applicable law; and (b) the terms of this Agreement to bona fide potential investors or acquirers of Recipient and their respective advisors, but only under a written nondisclosure agreement containing terms no less stringent than those set forth herein.

8. Warranty

8.1 Disclaimer of Warranty. EXCEPT AS PROVIDED FOR IN THIS AGREEMENT, LICENSOR MAKES NO WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE TECHNOLOGY, THE PATENT, THE TRADEMARK, THE DOCUMENTATION, OR ANY OTHER ACCOMPANYING MATERIAL, AND LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, AND NONINFRINGEMENT, ALONG WITH ANY WARRANTIES THAT THE TECHNOLOGY WILL BE ERROR FREE OR THAT ANY USE OF THE DIGITAL IP WILL BE UNINTERRUPTED OR ERROR FREE.

9. Limitation Of Liability. IN NO EVENT SHALL (A) EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, OR EXEMPLARY DAMAGES, OR ANY LOSS OF PROFITS, REVENUE OR DATA, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY; AND (B) EITHER PARTY'S CUMULATIVE AGGREGATE LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY LICENSEE TO LICENSOR HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT OPERATE TO ENLARGE THE FOREGOING LIMITATION. THE WARRANTY DISCLAIMER, AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INVENTOR, LICENSOR AND LICENSEE, AND LICENSOR OR INVENTOR WOULD NOT HAVE ENTERED INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.

10. Term; Termination.

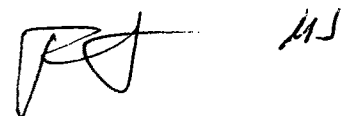
10.1 Effective Date and Term. This Agreement shall be effective as of the Effective Date for the duration of the Patent ("Term"), unless terminated earlier as set out below.

10.2 Termination. Either party shall have the right to terminate this Agreement and the licenses granted herein in the event:

(a) the other party materially breaches any of the terms and conditions of this Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other party;

(b) the other party terminates or suspends its business, becomes subject to any bankruptcy or insolvency proceeding under federal or state statute, which proceedings are not dismissed within ninety (90) days, becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or has wound up or been liquidated, voluntarily or otherwise.

10.3 Surviving provisions. The following Sections 7, 8, 11, 12 shall survive the termination or expiration of this Agreement.



11. Intellectual Property

11.1 Ownership.

(a) Each Party will retain rights to Intellectual Property that it acquired, generated, or created prior to the execution of the Agreement ("Background IP"). Allocation of ownership and right of use of technology and Intellectual Property which is first conceived, authored or developed by the Parties under or in connection with this Agreement ("New IP") shall be based on the following principles:

(i) Licensor shall retain all rights on the Product and on the New IP (including all patent rights) as it relates to the Product and Technology, and Licensee will assign to Licensor all rights to such effect, whenever Licensee has conceived, authored or developed such New IP.

(ii) Licensor will grant back Licensee an irrevocable, non-exclusive, non-transferable, non sublicensable, royalty-free license to use such New IP under the same terms as the ones set forth in section 2 of this Agreement

11.2 No Representation By Licensor. Licensor makes no representation as to the (i) existence of any trade secret or (ii) absence of infringement, and shall provide the Technology "as is".

12. Miscellaneous.

12.1 Independent Contractors. The parties are independent contractors with respect to one another,. Neither party will have any power or authority to make any commitment or undertake any obligation on behalf of the other party, and each party agrees not to hold itself out as having any such power or authority.

12.2 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto. Neither party shall assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, without the other party's prior written consent. Notwithstanding anything to the contrary, Licensor may assign this Agreement without the consent of Licensee to (i) any Licensor's affiliate or (ii) as part of the merger, reorganization, sale of substantially all the assets or business of Licensor and may confer rights to third parties as per section 3.. For the purpose of this Section, affiliate shall mean any sister company, subsidiary or parent company of any entity of which 50% or more of its voting shares or other interest is owned or controlled directly or indirectly by Licensor or any entity that owns or controls 50% or more of Licensor voting shares or other interest. Notwithstanding anything to the contrary, Licensee may assign this Agreement without the consent of Licensor to (i) any Licensee's affiliate or (ii) as part of the merger, reorganization, sale of substantially all the assets or business of Licensee. For the purpose of this Section, affiliate shall mean any sister company, subsidiary or parent company of any entity of which 50% or more of its voting shares or other interest is owned or controlled directly or indirectly by Licensee or any entity that owns or controls 50% or more of Licensee voting shares or other interest.

12.3 Governing Law. This Agreement shall in all respects be governed by the laws of the State of North Carolina, without giving effect to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in Charlotte, North Carolina. In the event any action or proceeding is brought by to enforce or interpret this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' expenses and costs from the other party, in addition to any other relief that a court awards.

12.4 Notices. All notices given under this Agreement shall be in writing and shall be deemed duly given (i) when delivered by hand, (ii) one (1) day after being given for next day delivery to an express, overnight courier with a reliable system for tracking delivery, or (iii) five (5) days after the day of mailing, when mailed by the United States mail, registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below, or (iv) if sent by facsimile, when receipt is personally confirmed by the intended recipient (with the original to be sent immediately thereafter by one of the methods in (i) (ii) or (iii) above.) Notices shall be sent to the addresses and recipients set forth in Exhibit C or at such other address or recipient as a party has specified in a notice given in accordance with this Section 12.4.

12.5 Equitable Relief. Each Party acknowledges that the other Party could suffer immediate and irreparable harm for which monetary damages might be an inadequate remedy if such party were to breach Section 2, 3, 6 or 12.8. Notwithstanding the last sentence of Section 12.3, the non-breaching party may seek equitable relief in any jurisdiction or venue, including injunctive relief, to protect its rights and interests under Section 2, 3, 6 or 12.8, in addition to such other remedies as may be available at law or in equity.

12.6 Severability. If any of the provisions of this Agreement is held by a court of competent jurisdiction to be invalid under any applicable statute or rule of law, such provision shall, to that extent, be deemed omitted, and the remaining portions of this Agreement shall remain in full force and effect.

12.7 Modification; Waiver. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties.

12.8 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." Unless expressly stated otherwise, whenever a party's approval or consent is required under this Agreement, such party may grant or withhold its consent or approval in its discretion, and references in this Agreement to a party's "discretion" mean such party's sole and absolute discretion. All references in this Agreement to "Sections" are intended to refer to sections of this Agreement. The English language version of this Agreement will be used in construing and interpreting this Agreement if this Agreement is ever translated into any other language.

12.9 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

12.10 Entire Agreement. This Agreement represents the entire Agreement between the parties, and supersedes all prior agreements and understandings with respect to the matters covered by this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

Licensor

Signature: [Signature]
Name: Francis John
Title: CEO
Date: March 20 2014

Licensee

Signature: [Signature]
Name: Francis John
Title: General Manager
Date: March 20 2014

Inventor

Signature: [Signature]
Name: JOULIN
Title: _____

Date: 6 MAR 2014

EXHIBIT A

TECHNOLOGY

Technology description:

Underlying technique described in the Patent, and all related techniques, Know-How

The main part of the technology is : allows an article to be picked up upon connection with a suction device , by way of a partitioning and closure in cascade of top orifices.

The fact that the check valves close step by step in a certain order is a big difference compare with the previous technology and offer a lot of advantages compare with competitors.

There is no need of a lot of flow to close of the valves which was done before by having a big vacuum tank on top of close to the gripper or to have very sensitive valve which can close easily.

As the valve close step by step it's possible with a small amount of air flow to use not sensitive valve and still close all of them quickly.

These NON sensitive valves can be used in dusty environment (wood industry for example) as the big tolerance in the design allow mostly everything to go through.

The valves used by all the other manufacturers are design with a very small tolerance so they are very difficult to use in such environments.

The lifting force is also much higher by using NON sensitive valves.

In order to be able to manufacture such gripper, there are parameters that need to be adjusted depend on the sizes of the gripper and the type of check valves installed. (different check valves depend on the application)

All these parameters are the know-How of the system.

The distance between of the chicane , the height of the chicane, the stroke of the valves, the size and material of the valves used , the turbine used, the dimension of the openings in the foam , the thickness of the foam...

EXHIBIT B/ list of Products

FlexiGrip
Plug and Pick
Value Gripper
Bag Handler
Lumner gripper
Palletizer pro
And all custom design grippers



143

EXHIBIT C NOTICES

If to **Licensee:**

Vacuum Handling North America, LLC,
2551 US Hwy 70 SW Hickory, NC 28602-4744
Attn: Francois Joulin
Facsimile: 828 327 8678

If to **Licensor:**

Attn: Laurent Joulin
Facsimile: + 33 (0) 1 64 94 21 35

If to **Inventor:**

Michel Joulin
11, rue de Villemartin 91150 Morigny Champigny, France
Facsimile: + 33 (0) 1 64 94 21 35

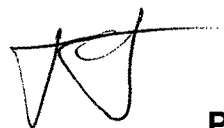
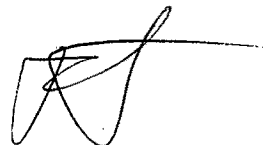


EXHIBIT D PURCHASE PRICE

The purchase price for the acquisition of the Trademark for the US Territory by Licensee upon exercise of its option pursuant to Section 5.2. of the Agreement is equal to \$ 10 000.



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