

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
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EPAS ID: PAT3101217

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
DIASERVE, INC.	11/07/2014
RECEIVING PARTY DATA	
Name:	MICHAEL RIEBEL
Street Address:	110 DEERPLACE
City:	MANKATO
State/Country:	MINNESOTA
Postal Code:	56001
PROPERTY NUMBERS Total: 2	
Property Type	Number
Patent Number:	7867422
Patent Number:	7736560
CORRESPONDENCE DATA	
Fax Number:	(612)339-3061
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	6123736900
Email:	RMILLER@SLWIP.COM
Correspondent Name:	GARY SPEIER
Address Line 1:	121 SOUTH 8TH STREET
Address Line 2:	#1600
Address Line 4:	MINNEAPOLIS, MINNESOTA 55402
ATTORNEY DOCKET NUMBER:	2445.001US1 - US2
NAME OF SUBMITTER:	ROBYN MILLER
SIGNATURE:	/ROBYN MILLER/
DATE SIGNED:	11/10/2014
Total Attachments: 2	
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source=License#page2.tif	

Patent License Agreement

This Patent License Agreement ("Agreement") is made as of the ___ day of October, 2014 (the "Effective Date") by and between DiaServe, Inc. ("DiaServe"), a Minnesota corporation located at 1806 Northbrook Pl. NE, Owatonna, MN 55060, and Michael Riebel ("Riebel"), an individual residing at 110 Deerplace, Mankato, MN 56001.

WHEREAS, Riebel is an inventor of United States Patent Numbers 7,867,422 and 7,736,560 (the "DiaServe Patents"); and

WHEREAS, pursuant to an assignment of approximately even date herewith, Riebel has assigned all his right, title, and interest in and to the DiaServe Patents to DiaServe; and

WHEREAS, the parties desire to grant Riebel a license to practice under the DiaServe Patents, according to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"Field" means work surface laminate(s) and wall sheet(s), as identified in Claims 2 and 9 of the '422 Patent and Claims 14 and 15 of the '560 Patent. In the context of this Agreement, "work surface laminate(s)" does not include linear thermofoil wrap in widths up to twelve inches (12").

"Product" means any product within the Field that is covered by the claims of the DiaServe Patents.

"Process" means any process covered by the claims of the DiaServe Patents for the manufacture of a Product.

2. Grant. DiaServe hereby grants to Riebel a royalty-free, sublicensable, perpetual right and license to make, have made, use, sell or offer for sale, lease or offer for lease any Product or Process.

3. Riebel's Exclusivity for Work Surface Laminates. DiaServe will not have made, sell or offer for sale, lease or offer for lease work surface laminates without Riebel's prior written consent.

4. Representations. This license is granted AS IS and without warranties or representations of any kind.

5. Infringement / Invalidity. Riebel shall promptly notify DiaServe of any actual or suspected infringement of the DiaServe Patents. As between the parties, DiaServe shall have the right, but not the obligation, to prosecute any infringement of the DiaServe Patents or to defend any action alleging invalidity or non-infringement of the DiaServe Patents.

6. Term. This Agreement shall commence as of the Effective Date and shall remain in effect until the expiration of the DiaServe Patents.

7. **Notices.** Any notice that may be given hereunder will be deemed to have been sufficiently given by a party when sent by certified or registered mail, or via confirmed facsimile. Notices will be sent to the parties at the addresses set forth on the first page of the Agreement.

8. **General Provisions.**

8.1 **Assignment.** This Agreement will not be assignable or transferable by Riebel without the express written consent of DiaServe. This Agreement will inure to the benefit of and be binding on successors and permitted assigns of the parties.

8.2 **Severability.** Except as otherwise provided herein, if one or more of the provisions hereto will be found to be illegal, this will not affect or invalidate the obligations or benefits of the provisions hereof remaining which can be given effect without the illegal provision, and to this end the provisions of this Agreement are intended to be and will be deemed severable.

8.3 **Non-Waiver.** A failure of either party to enforce its rights hereunder will not be deemed a waiver of such rights.

8.4 **Governing Law and Venue.** This Agreement will be governed and construed in accordance with the laws of the State of Minnesota without reference to its conflicts of laws rules. The venue of any action or proceeding will be the state or federal courts located in Hennepin County, Minnesota, and each party waives the right to assert that the forum is inconvenient.

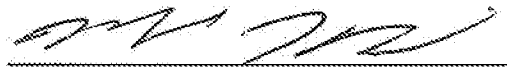
8.5 **Execution.** This Agreement may be executed in counterparts, including confirmed facsimile signature pages, which will be deemed a duly executed Agreement.

8.6 **Entire Agreement.** This Agreement constitute the entire agreement between the parties as to the subject matter hereof and supersedes and takes the place of all prior agreements, including without limitation the Operating Agreement dated December 16, 2008, and can only be modified by a writing subscribed by the parties hereto.

IN WITNESS WHEREOF, intending to be legally bound, the parties hereto have caused this instrument to be duly executed.

DiaServe, Inc.

Michael Riebel



By: Gary Noble, President

Date: Nov 7, 2014

Date: Nov. 7, 2014