

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3688200

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	PANGBORN CORPORATION	10/28/2015
RECEIVING PARTY DATA		
Name:	JAMES R GOFF	
Street Address:	23951 E 201ST STREET SOUTH	
City:	HASKELL	
State/Country:	OKLAHOMA	
Postal Code:	74436	
Name:	CYNTHIA M GOFF	
Street Address:	29351 E 201ST STREET SOUTH	
City:	HASKELL	
State/Country:	OKLAHOMA	
Postal Code:	74436	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	7311584
CORRESPONDENCE DATA		
Fax Number:	(310)277-4730	
<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:	+1 310 2774110	
Email:	uspto33401@mwe.com	
Correspondent Name:	MARC E. BROWN	
Address Line 1:	MCDERMOTT WILL & EMERY LLP	
Address Line 2:	2049 CENTURY PARK EAST, SUITE 3800	
Address Line 4:	LOS ANGELES, CALIFORNIA 90067	
ATTORNEY DOCKET NUMBER:	097167-0011	
NAME OF SUBMITTER:	MARC E. BROWN	
SIGNATURE:	/Marc E. Brown/	
DATE SIGNED:	01/08/2016	

Total Attachments: 6

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**FIRST AMENDMENT TO
AMENDED AND RESTATED CROSS-LICENSE AGREEMENT**

This First Amendment to Amended and Restated Cross-License Agreement (this “**Amendment**”), dated effective October 28, 2015, is made by and among James R. Goff, and Cynthia M. Goff, wife of James R. Goff, (collectively, the “**Goffs**”), having an address at 23951 E. 201st Street South, Haskell, Oklahoma 74436, and Pangborn Corporation, a Delaware corporation having an address at 4630 Coates Drive, Fairburn, Georgia 30212 (“**Pangborn**”). All capitalized terms used but not defined herein shall have the meanings set forth therefore in the Restated Agreement (as defined below).

WITNESSETH:

WHEREAS, the Goffs and Pangborn entered into that certain Amended and Restated Cross-License Agreement, effective as of October 24, 2014 (the “**Restated Agreement**”);

WHEREAS, the Goffs and Pangborn hereby desire to amend the Restated Agreement to clarify that the cross-licenses extend until the expiration of all of the patents.

NOW, THEREFORE, in consideration of the premises and covenants and agreements contained herein, and intending to be legally bound hereby, the Goffs and Pangborn hereby agree as follows:

1. Grant of License to Pangborn. The last sentence of Section 6 of the Restated Agreement is hereby deleted and replaced in its entirety with the following:

Subject to the provisions of Section 8 below with respect to expiration of the applicable patents, the license granted under the Goff Patent pursuant to this Section 6 shall continue until the expiration of the last to expire of the patents.

2. Grant of License to Goff. The last sentence of Section 7 of the Restated Agreement is hereby deleted and replaced in its entirety with the following:

Subject to the provisions of Section 8 below with respect to expiration of the applicable patents, the license granted under the Pangborn Patents pursuant to this Section 7 shall continue until the expiration of the last to expire of the patents. Either of the Goffs may utilize said license consistent with the provisions of this Restated Agreement until the expiration of the last to expire of the patents.

3. Continuation of Restated Agreement. Except as modified by this Amendment, the Restated Agreement shall continue in full force and effect.

4. Binding Effect; Inurement. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legal representatives, successors and permitted assigns.

5. Counterparts. This Amendment may be executed in counterparts and by facsimile, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. In addition, delivery of a copy of this Amendment bearing an original signature by electronic mail in “portable document format” form shall have the same effect as physical delivery of the paper document bearing the original signature.

6. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

[Signature Page Follows]

4. Continuation of Restated Agreement. Except as modified by this Amendment, the Restated Agreement shall continue in full force and effect.

5. Binding Effect; Inurement. This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their heirs, legal representatives, successors and permitted assigns.

6. Counterparts. This Amendment may be executed in counterparts and by facsimile, each of which shall be deemed an original and all of which when taken together shall constitute one and the same instrument. In addition, delivery of a copy of this Amendment bearing an original signature by electronic mail in "portable document format" form shall have the same effect as physical delivery of the paper document bearing the original signature.

7. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first set forth above.

JAMES R. GOFF

Signature

PANGBORN CORPORATION

Signature

By: Joe Camerata

Title: President and CEO

CYNTHIA M. GOFF

Signature

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AMENDED AND RESTATED CROSS-LICENSE AGREEMENT

This Amended and Restated Cross-License Agreement (herein, the "Restated Agreement"), effective as of the ~~24~~²⁹ day of October, 2014 (the "Effective Date") is made by and among James R. Goff of Coweta, Oklahoma (herein "Goff"), Cynthia M. Goff, wife of James R. Goff, the Goff's having an address at 23951 E. 201st Street South, Haskell, Oklahoma 74436, and Pangborn Corporation, a Delaware corporation having an address at 4630 Coates Drive, Fairburn, Georgia 30212 (herein "Pangborn").

WHEREAS, Goff owns U.S. Patent No. 6,981,910, entitled Throwing Wheel Assembly;

WHEREAS, Goff is the president, and with his spouse as joint tenants with right of survivorship the sole stockholder, of Coyote Enterprises, Inc., an Oklahoma corporation ("Coyote"; Goff and Coyote are sometimes referred to collectively herein as the "Goff Parties");

WHEREAS, Pangborn owns U.S. Patent No. 7,311,584, entitled Abrasive Steel Throwing and Improved Blade Assembly, as well as PCT Application No. PCT/US01/20387;

WHEREAS, Goff and Pangborn are parties to those certain letter agreements dated June 7, 2000 (herein, the "2000 Letter Agreements") setting forth certain agreements among the parties with respect to the aforementioned patents, other intellectual property rights, royalties, tooling fees and other items; and

WHEREAS, the Parties have entered into that certain Cross-License Agreement dated effective as of September 28, 2012 (the "Prior Agreement") and now desire to amend and restate the Prior Agreement in its entirety in accordance with the terms set forth below.

NOW, THEREFORE, in consideration of the grants, covenants, and obligations herein contained, the Parties agree as follows:

1. 2000 Letter Agreements Payments. As of September 28, 2012, the parties hereby agree that no royalties, tooling fees or any other amounts are owed by the Goff Parties to Pangborn, or by Pangborn to the Goff Parties, pursuant to the 2000 Letter Agreements, and that the 2000 Letter Agreements are hereby amended such that no further royalties, tooling fees or any other amounts shall be payable by any of the parties to any other party thereunder.

2. Goff Patent. As used herein, the "Goff Patent" shall comprise and refer to U.S. Patent No. 6,981,910, and any and all continuations, divisional, reexaminations, and reissues thereof and any foreign patents corresponding thereto.

3. Pangborn Patents. As used herein, the "Pangborn Patents" shall comprise and refer to U.S. Patent No. 7,311,584, and PCT Application No. PCT/US01/20387, and any U.S. and foreign patents or Letters Patent issuing from or corresponding to any of these items, as well as any continuations, divisions, reexaminations, and reissues thereof.

4. Goff Warranty of Ownership. Goff represents that he owns and holds the entire right, title, and interest to the Goff Patent and has the power to grant licenses under the Goff Patent.

5. Pangborn Warranty of Ownership. Pangborn represents that it owns and holds the entire right, title, and interest to the Pangborn Patents and has the power to grant licenses under the Pangborn Patents.

6. Grant of License to Pangborn. Goff hereby grants to Pangborn an irrevocable, non-exclusive, paid-up, royalty-free license under the Goff Patent to make, have made, use, sell, import, and export any products, devices, methods, compositions, improvements, or other subject matter which might infringe one of more claims of the Goff Patent. Subject to the provisions of Section 8 below with respect to the expiration of the applicable patents, the license granted under the Goff Patent pursuant to this Section 6 shall continue until the last to die of James R. Goff and Cynthia M. Goff.

7. Grant of License to Goff. Pangborn hereby grants to James R. Goff and Cynthia M. Goff an irrevocable, non-exclusive, paid-up, royalty-free license under the Pangborn Patents to make, have made, use, sell, import, and export any products, devices, methods, compositions, improvements, or other subject matter which might infringe one or more claims of the Pangborn Patents. Subject to the provisions of Section 8 below with respect to the expiration of the applicable patents, the license granted under the Pangborn Patents pursuant to this Section 7 shall continue until the last to die of James R. Goff and Cynthia M. Goff, and such survivor shall be entitled to utilize said license consistent with the provisions of this Restated Agreement.

8. Duration of Licenses. The non-exclusive licenses granted to Goff and Pangborn hereunder will extend for the full term of the last to expire of the patents comprising the Goff Patent and Pangborn Patents and remove any claim for past infringement. The non-exclusive licenses granted hereunder to the Goffs and Pangborn do not include the right to grant sub-licenses.

9. No Defense of Claims by Licensor. Neither of the Parties, as a licensor under this Agreement, shall have any obligation to defend any claim or suit, or to hold harmless, or defend or to indemnify the other Party hereto against any loss or damage arising from any of the activities licensed under this Agreement.

10. Defense by Licensee. Each Party hereto, as a licensee under this Agreement, shall each hold harmless, defend, and indemnify the other Party hereto against any kind of claim or liability arising from any of its own activities licensed hereunder.

11. Assignments. No Party may assign this Agreement or any right or obligation under this Agreement without the prior written consent of the other Party.

12. No Agency or Partnership Created. Neither this Agreement nor any transaction hereunder or relating to this Agreement shall be deemed to create any agency, partnership, or joint venture relationship between the Parties hereto.

13. Entire Agreement. This Agreement contains the entire and only understanding between the Parties respecting the subject matter hereof and supersedes and merges all prior agreements with respect to cross-licensing of the Goff Patent and the Pangborn Patents; consistent with the foregoing, as of the Effective Date this Restated Agreement amends, modifies and restates the Prior Agreement in its entirety. No modification, renewal, extension or waiver of this Agreement, or any of its provisions, shall be binding unless in writing.

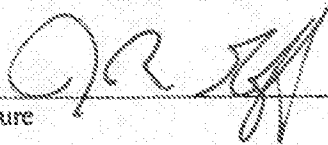
14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. Facsimile or pdf transmissions of any signed original document, or other transmission of any signed

facsimile or pdf document, shall constitute delivery of an executed original. At the request of any of the Parties, the Parties shall confirm facsimile or pdf transmission signatures by signing and delivering an original document.

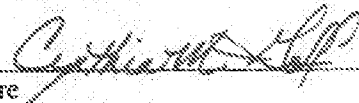
15. Captions. Captions used in this Agreement are for reference purposes only, and shall not be utilized in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the date and year first written above.

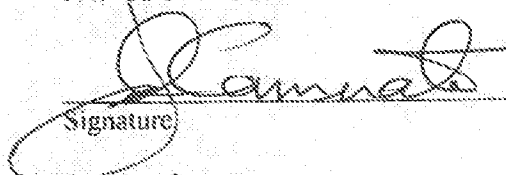
JAMES R. GOFF

Signature 

CYNTHIA M. GOFF

Signature 

PANGBORN CORPORATION

Signature 
By: Joe Camerata
Title: President and CEO