

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT7689923

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	LICENSE
CONVEYING PARTY DATA	
Name	Execution Date
JTB HOLDINGS, LLC	04/27/2021
RECEIVING PARTY DATA	
Name:	USA DEBUSK LLC
Street Address:	1005 W. 8TH STREET
City:	DEER PARK
State/Country:	TEXAS
Postal Code:	77536
PROPERTY NUMBERS Total: 5	
Property Type	Number
Application Number:	16540798
Application Number:	17071521
Application Number:	17083013
Application Number:	63037313
Application Number:	63091578
CORRESPONDENCE DATA	
Fax Number:	(617)523-6850
<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:	617-523-2700
Email:	susan.dinicola@hkllaw.com
Correspondent Name:	HOLLAND & KNIGHT LLP
Address Line 1:	10 ST. JAMES AVENUE
Address Line 4:	BOSTON, MASSACHUSETTS 02116
ATTORNEY DOCKET NUMBER:	218357.00003
NAME OF SUBMITTER:	SUSAN C. DINICOLA
SIGNATURE:	/Susan C. DiNicola/
DATE SIGNED:	12/12/2022
Total Attachments: 17	
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EXCLUSIVE PATENT LICENSE AGREEMENT

This Exclusive Patent License Agreement (this "Agreement"), dated as of April 27, 2021 (the "Effective Date"), is entered into by and between JTB Holdings, LLC, a Wyoming limited liability company ("Licensor"), and USA DeBusk LLC, a Texas limited liability company ("Licensee") (collectively, the "Parties," or each, individually, a "Party") with regard to the following:

WHEREAS, Licensor owns all right, title, and interest in and has the right to license to Licensee the Licensed Patents;

WHEREAS, Licensee wishes to practice the Licensed Patents in the Business in the Territory in connection with the Licensed Products, and Licensor is willing to grant to Licensee a license to and under the Licensed Patents on the terms and conditions set out in this Agreement; and

WHEREAS, this Agreement is entered into by the Parties in connection with that certain Asset Purchase Agreement, dated as of the Effective Date, entered into by and among Licensor, Licensee and the other Persons listed on the signature pages thereto (with the purchase and sale of certain assets of the Sellers (as defined therein) and the closing of the transactions described therein being referred to herein as the "Transaction");

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

"Action" has the meaning set forth in Section 11.1.

"Affiliate" of a Person means any other Person that, as of the Effective Date or at any time during the Term, directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with such Person. The term "control" for purposes of this Agreement means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise. A Person shall be deemed in control of and therefore an Affiliate of another Person if such Person (a) holds direct or indirect ownership of more than fifty percent (50.0%) of the voting securities of such Person, (b) is the general partner of such Person or directly or indirectly controls the general partner of such Person, (c) is entitled to designate or elect a majority of the board of directors, board of managers or other governing authority of such Person or (d) would be entitled to more than fifty percent (50.0%) of the amounts distributable or otherwise payable to the equity owners of such Person upon a hypothetical liquidation of such Person. For the avoidance of doubt, any Person that is not an Affiliate as of the Effective Date but later becomes an Affiliate of Licensee through any transaction or series of related transactions will be deemed to be an Affiliate of Licensee for purposes of this Agreement. If an Affiliate of Licensee ceases to be an Affiliate of Licensee after

the Effective Date, any rights granted to such Affiliate under this Agreement shall continue to apply to such Affiliate with respect to any activity conducted by such Affiliate during the period it was an Affiliate, and all obligations of such Affiliate hereunder shall remain obligations of such Affiliate even after such Person is no longer an Affiliate of Licensor, including due to any merger, consolidation, division or equity exchange effected by such Affiliate.

"Agreement" has the meaning set forth in the preamble.

"Bankruptcy Code" has the meaning set forth in Section 13.1.

"Business" means the business of medium and/or heavy industrial cleaning equipment, machines and services conducted inside the fences at tank farms, refineries, power plants, utilities, petrochemical plants, or chemical plants and all the related know how and trade secrets pertaining thereto and the products, research, development, formulation, processing, design, marketing, manufacturing, distribution, improvement, repair, operation, maintenance, licensing and/or sale of such services, equipment, machines, systems, chemicals, components or parts needed to provide such equipment, machines or services which includes vapor blasting and/or wet abrasive blasting of industrial equipment, systems, and/or vessels.

"Business Day" means a day other than a Saturday, Sunday or other day on which banks in Houston, Texas are authorized or required by Law to be closed for business.

"Confidential Information" means all non-public, confidential or proprietary information of the Disclosing Party, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as "confidential" and any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary. Confidential Information does not include information that the Receiving Party can demonstrate by documentation: (w) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (x) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information; (y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; or (z) was received by the Receiving Party from a third party who was not, at the time of receipt, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

"Disclosing Party" has the meaning set forth in Section 8.1.

"Effective Date" has the meaning set forth in the preamble.

"Governmental Authority" means any United States or foreign federal, state, national, supranational, local or other governmental, judicial, public or statutory instrumentality, tribunal, agency, authority, body or entity, or any political subdivision thereof, purporting to exercise jurisdiction over the Person or matter in question, including any regulatory authority, commission, board or bureau thereof or any court, tribunal, or arbitrator.

"Improvement" means any modification of or improvement or enhancement to the technology that is the subject of the Licensed Patents and any related know how and trade secrets related to Licensed Products or the Business.

"Indemnitee" has the meaning set forth in Section 11.1.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of law of any Governmental Authority of competent jurisdiction.

"Licensed Patents" means all United States and foreign patents and patent applications now or hereafter owned or licensable by Licensor, which includes (a) the patents and patent applications listed in Schedule A hereto, which is hereby incorporated herein by reference, all patents issuing from the patent applications listed in Schedule A hereto, and all continuations, continuations-in-part, divisions, extensions, substitutions, reissues, re-examinations, and renewals of any of the foregoing; (b) any patents in the Territory issuing from any applications filed any time after the Effective Date and that claim domestic benefit or foreign priority from any of the patents or patent applications identified in subsection (a) or from which any of the patents or patent applications identified in subsection (a) claim domestic benefit or foreign priority; and (c) any patents in the Territory issuing from any applications filed any time after the Effective Date that relate to the Business or the subject of any of the Licensed Products.

"Licensed Products" means and includes, in connection with the Business, industrial cleaning services, vapor blasting services and equipment to effect vapor blasting services, wet abrasive blasting services and equipment to effect wet abrasive blasting services, mechanical services and related services, including hydro blasting, vacuum services, chemical cleaning, emissions control, catalyst handling, extraction and transportation of catalyst at elevated temperatures, hydro cutting, transportation services, pigging, controlled volume pigging, hydro-excavation, and turnaround services, tank cleaning, coker jet pump replacement, water treatment services, blind-to-blind exchanger services and bundle extraction and other medium and heavy industrial cleaning services (and the equipment to effect any of the foregoing) the manufacture, use, offer for sale, sale or importation (or exportation) of which would, but for this Agreement, infringe a Valid Claim, and all related know how and trade secrets.

"Licensee" has the meaning set forth in the preamble.

"Licensor" has the meaning set forth in the preamble.

"Person(s)" means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association, or other entity.

"Receiving Party" has the meaning set forth in Section 8.1.

"Representatives" means a Party's and its Affiliates' employees, officers, managers, directors, equity owners, consultants, accountants, attorneys, lenders and other professional advisors.

“Sublicensee” means any Person that is granted a sublicense, in whole or in part, by Licensee under this Agreement.

“Subsidiary” of a Person means a Person that is controlled by such Person, and “control” has the meaning given to it in the definition of “Affiliate.”

“Term” has the meaning set forth in Section 12.1.

“Territory” is worldwide.

“Valid Claim” means, on a country-by-country basis, a claim of an unexpired issued or granted Licensed Patent, as long as the claim has not been admitted by Licensor or otherwise caused to be invalid or unenforceable through reissue, disclaimer, or otherwise, or held invalid or unenforceable by a Governmental Authority of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

2. Grant

2.1 Scope of Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants and assigns to Licensee during the Term a fully paid-up, irrevocable, royalty-free, sole and exclusive license and sublicensable right under the Licensed Patents within the Territory to: (a) make, have made, improve, manufacture, market, use, offer to sell, sell, import (or export) and otherwise exploit the Licensed Products and (b) enforce the Licensed Patents with respect to Licensed Products through all causes of action of any nature, whether at law or in equity, and to obtain all legal and equitable remedies, including but not limited to, obtaining injunctions and to collect past, present, and future royalties, lost profits and all other measures of damages.

2.2 Restrictions on Licensor. For the avoidance of doubt, Licensor agrees and acknowledges that all rights granted to Licensee in Sections 2.1 and 3.1 are exclusive to Licensee and Licensor is expressly precluded from exercising any such right. Licensor agrees not to and to cause its Affiliates not to take actions which would be reasonably likely to circumvent the intent of this Agreement by creating, applying for, filing or otherwise permitting or assigning ownership of existing or future Licensed Patents (as if such term referred to ownership thereof by a Person other than Licensor) relating to the Business in the name of any Person other than Licensor.

2.3 Sublicensing. Licensor hereby grants to Licensee the sole and exclusive right to sublicense all and any of its rights to and under the Licensed Patents to any Person. The granting of sublicenses will be at Licensee’s sole and exclusive discretion, and Licensee will have the sole and exclusive power to determine the identity of any sub-licensee, the applicable licensee fees or royalty rates, if any, and other terms and conditions of the sublicense.

3. Improvements

3.1 Exclusive Right. Licensee shall have the sole and exclusive right to Improvements to Licensed Patents related to Licensed Products for the Business.

3.2 No Grant-Backs. Subject to Section 3.1, all right, title, and interest in any Improvement conceived, made, or reduced to practice by Licensee during the Term of this Agreement, and all of Licensee's patents and patent applications claiming any such Improvements, will:

- (a) as between the Parties, remain the sole and exclusive property of Licensee; and
- (b) not be licensed to Licensor, unless the Parties otherwise specifically agree in writing.

4. Consideration.

4.1 Fully Paid-Up. The Parties hereby acknowledge and agree that this Agreement and the license granted herein is fully paid-up in connection with the Transaction and that such consideration is sufficient for the purposes of this Agreement.

5. Patent Prosecution and Maintenance.

5.1 Patent Prosecution and Maintenance. For each patent application and patent included within the Licensed Patents, Licensor shall:

- (a) prepare, file, prosecute, and maintain such Licensed Patents at its sole cost and expense using reasonable care and skill and using counsel reasonably acceptable to Licensee;
- (b) keep Licensee currently informed of the filing and progress of all material aspects of the prosecution of such patent application and the issuance of patents from any such patent application;
- (c) provide Licensee with a copy of such patent application, amendments thereto, and other related correspondence to and from patent offices, and, to the extent reasonably practicable, permit Licensee an opportunity to offer its comments thereon before making a submission to a patent office and Licensor shall consider in good faith Licensee's comments;
- (d) consult with Licensee concerning any decisions that could affect the scope or enforcement of any issued claims or the potential abandonment of such patent application or patent; and
- (e) notify Licensee in writing of any changes in the scope or status of such patent or patent application and provide training as requested from time to time regarding the manufacturing, operation, maintenance, repair and safety protocols associated with any of the matters set forth in the patents or patent applications.

6. Enforcement of Licensed Patents.

6.1 Notice of Infringement or Third-Party Claims. If either Party becomes aware of any suspected infringement of any Licensed Patent by a third party in the Territory or (b) any claim that any Licensed Patent is invalid or unenforceable, such Party shall promptly notify the other Party and provide it with all details of such infringement or claim, as applicable, that are known by such Party.

6.2 Right to Bring Action or Defend. Licensee shall have the exclusive right within the scope of the Business, but not the obligation, to bring an infringement action to enforce any Licensed Patent, defend any declaratory judgment action concerning any Licensed Patent, and take any other lawful action reasonably necessary to protect, enforce, or defend any Licensed Patent, and control the conduct thereof.

6.3 Cooperation, Recovery, and Settlement. In the event Licensee undertakes the enforcement or defense of any Licensed Patent in accordance with Section 6.2:

- (a) Licensors shall provide all reasonable cooperation and assistance, at Licensee's expense, including providing access to relevant documents and other evidence, making its employees available at reasonable business hours, and being joined as a party to such action as necessary to establish standing, but only if a court of competent jurisdiction determines Licensee is an indispensable party;
- (b) any recovery, damages, or settlement derived from such suit, action, or other proceeding will be the sole property of Licensee; and
- (c) Licensee has the exclusive right to settle any such suit, action, or other proceeding, whether by consent order, settlement, or other voluntary final disposition, without the prior written approval of Licensors.

7. Compliance with Laws.

7.1. Patent Marking. To the extent practicable, Licensee shall comply with the patent marking provisions of 35 U.S.C. § 287(a) by marking all Licensed Products with the word "patent" or the abbreviation "pat." and either the relevant Licensed Patents or a web address that is freely accessible to the public and that lists the relevant Licensed Patents.

7.2 Recordation of License. If recordation of this Agreement or any part of it with a national or supranational Governmental Authority is necessary for Licensee to fully enjoy the rights, privileges, and benefits of this Agreement, Licensors shall, at its own expense and within ten (10) Business Days of the Effective Date, record this Agreement or all such parts of this Agreement and information concerning the license granted hereunder with each such appropriate national or supranational Governmental Authority.

8. Confidentiality. Each Party (the "Receiving Party") acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other Party (the "Disclosing Party"). As a condition to being furnished with Confidential Information, the Receiving Party shall, during the Term: (a) not use the Disclosing Party's Confidential Information other than in

connection with exploiting the license granted hereunder and exercising its rights and performing its obligations under this Agreement and (b) maintain the Disclosing Party's Confidential Information in confidence and not disclose the Disclosing Party's Confidential Information for any purpose other than to Representatives without the Disclosing Party's prior written consent.

9. Representations and Warranties.

9.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

- (a) it is duly organized, validly existing the laws and regulations of its jurisdiction of formation or organization;
- (b) it has, and throughout the Term will retain, the full right, power and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate or limited liability company action required of such Party, no consents or approvals of any Person are required to be obtained in connection with the execution and delivery of this Agreement, and the execution and delivery of this Agreement will not, with the giving of notice, the passage of time or both result in Licensor breaching or violating its charter documents or any agreement or arrangement with any Person or result in a lien or encumbrance on the Licensed Patents; and
- (d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

9.2 Licensor's Representations and Warranties. Licensor represents, warrants covenants and agrees to and for the benefit of Licensee as of the date hereof and during the Term that:

- (a) The patents and patent applications identified on Schedule A hereto are all the patents and patent applications owned or licensable by Licensor that are necessary or useful for Licensee to make, use, offer to sell, sell, and import the Licensed Products in the Territory;
- (b) it is the sole and exclusive owner of the entire right, title and interest in and to the Licensed Patents;
- (c) it has, and throughout the Term will retain, the right to grant the license granted to Licensee hereunder, and it has not granted, and is not under any obligation to grant, to any third party any license, lien, option, encumbrance, or other contingent or non-contingent right, title, or interest in or to the Licensed Patents that conflicts with the rights and licenses granted to Licensee hereunder;

(d) Licensor has complied with all applicable Laws in connection with the prosecution of the Licensed Patents, including any disclosure requirements of the United States Patent and Trademark Office and any foreign patent office, and has timely paid all filing and renewal fees payable with respect thereto; and

(e) there is no settled, pending, or to its knowledge threatened litigation, claim, or proceeding alleging that any Licensed Patent Right is invalid or unenforceable (including any interference, nullity, opposition, inter parties, or post-grant review or similar invalidity or patentability proceedings before the United States Patent and Trademark Office or any foreign patent office), and it has no knowledge after reasonable investigation of any factual, legal, or other reasonable basis for any such litigation, claim, or proceeding;

10. Exclusion of Consequential and Other Direct Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE WILL NOT BE LIABLE TO LICENSOR OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS PRODUCTION, LOST REVENUES, LOST PROFITS, LOST ANTICIPATED PROFITS, DIMINUTION IN VALUE, INTERFERENCE WITH ACTUAL OR PROSPECTIVE ECONOMIC ADVANTAGE, BREACH OF CONTRACT OR OTHER LOST OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE AND THE PARTY AGAINST WHOM LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED REMEDY OF ITS ESSENTIAL PURPOSE.

11. Indemnification.

11.1 Indemnification by Licensor. Licensor agrees to indemnify, defend and hold harmless Licensee and its Affiliates, and each of their respective officers, directors, employees, agents, successors, and assigns (each, an "Indemnitee") against all Losses arising out of or resulting from any claim, suit, action or proceeding (each, an "Action") related to, arising out of or resulting from Licensor's breach of any representation, warranty, covenant or obligation under this Agreement and any third-party Action based upon the allegation that Licensee's Business products or services, to the extent such products or services practice one or more claims of the Licensed Patents, infringe upon another Person's intellectual property rights, including damages of any kind or nature, including attorneys' fees and costs, court costs, witness costs and costs of settlement or judgment.

11.2 Indemnification Procedure. An Indemnitee shall promptly notify the Licensor in writing of any Action subject to the provisions of Section 11.1 and cooperate with Licensor at Licensor's sole cost and expense in connection with defending or prosecuting the Action. Licensor

shall immediately take control of the defense and investigation of the Action and shall employ counsel reasonably acceptable to Indemnitee to handle and defend the same, at Licensor's sole cost and expense. Licensor shall not settle any Action in a manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which consent may not be unreasonably withheld or delayed. The Indemnitee's failure to perform any obligations under this Section 11.2 shall not relieve Licensor of its obligation under this Section 11.2 except to the extent Licensor can demonstrate that it has been materially prejudiced as a result of the failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. If Licensor fails to undertake the defense and investigation of an Action within ten (10) days after written notice thereof has been given to Licensor, then Indemnitee shall have the right to assume sole control of such defense and investigation and shall be entitled to indemnification from Licensor for all costs and expenses incurred by Indemnitee in connection therewith, including attorneys fees and costs, court costs, witness costs and costs of settlement or judgment.

12. Term and Termination.

12.1 Term. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with Section 12.2, will continue in full force and effect on a Licensed Product-by-Licensed Product and country-by-country basis until the expiration of the last to expire Valid Claim of a Licensed Patent in such country (the "Term").

12.2 Termination. Licensee may terminate this Agreement at any time without cause, and without being or becoming obligated to compensate Licensor in connection therewith or incurring any additional obligation, liability, cost or penalty effective upon written notice to Licensor. Licensor shall not have the right to terminate this Agreement. If Licensor transfers, assigns, gifts, sells, conveys or otherwise disposes of all or any of the Licensed Patents to any Person (a "Transfer"), including, without limitation, a Transfer by operation of law, asset Transfer, equity securities Transfer, merger, equity exchange, consolidation, division or other transaction, however structured, then the surviving Person in such Transfer shall be bound as a Licensor under the terms of this Agreement, and Licensor covenants not to consummate any Transfer unless such transferee executes and delivers an adoption agreement in form and substance satisfactory to Licensee assuming Licensor's obligations under this Agreement with respect to the Licensed Patents transferred to such transferee in the Transfer. Licensor shall continue to be bound by the terms of this Agreement without regard to such Transfer. Licensor agrees not to sell, transfer, gift, dispose of or otherwise convey the Licensed Patents to any Person that is directly or indirectly engaged in the Business, including by way of merger, equity exchange, division, business combination, sale of Equity Securities, consolidation or otherwise, directly or indirectly, unless such Person agrees in writing (which shall be satisfactory to Licensee in its sole discretion) to be bound by the terms of this Agreement.

12.3 Expiration. At the expiration of the last patent to expire under the Licensed Patents in any country in the Territory with respect to any Licensed Product, provided Licensee is not at that time in breach of this Agreement, Licensee will have a perpetual, irrevocable, fully paid-up, royalty-free right and license to subsequently make, manufacture, market, use, offer to sell, sell, and import (and export) in that country any and all products that were previously Licensed

Products and shall have no further obligations to Licensor in that country with respect to such Licensed Patents or such Licensed Products.

12.4 Survival. The rights and obligations of the Parties set forth in this Section 12.4 and Section 1 (Definitions), Section 4 (Royalties), Section 9 (Confidentiality), Section 10 (Representations and Warranties), Section 10 (Indemnification), Section 11 (Termination) and Section 12 (Miscellaneous) and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

13. Miscellaneous

13.1 Bankruptcy. All rights and licenses granted by Licensor under this Agreement are and will be deemed to be rights and licenses to "intellectual property" as such term is used in, and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "Bankruptcy Code") (11 U.S.C. § 365(n)). Licensee has all rights, elections, and protections under the Bankruptcy Code and all other bankruptcy, insolvency, and similar laws with respect to the Agreement, and the subject matter hereof. Without limiting the generality of the foregoing, Licensor acknowledges and agrees that, if Licensor or its estate shall become subject to any bankruptcy or similar proceeding:

- (a) subject to Licensee's rights of election under Section 365(n), all rights, licenses, and privileges granted to Licensee under this Agreement will continue subject to the respective terms and conditions hereof, and will not be affected, even by Licensor's rejection of this Agreement; and
- (b) Licensee shall be entitled to a complete duplicate of, or complete access to, as appropriate, all such intellectual property and embodiments of intellectual property, which, if not already in Licensee's possession, shall be promptly delivered to Licensee or its designee, unless Licensor elects to and does in fact continue to perform all of its obligations under this Agreement.

13.2 Further Assurances. Each Party shall upon the reasonable request and at the sole cost and expense of the other Party promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

13.3 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

13.4 No Public Statements. Neither Party may issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks,

service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party.

13.5 Notices. All notices, requests, consents, claims, demands, waivers, and other communications (other than routine communications having no legal effect) must be in writing and sent to the respective Party at the addresses indicated below (or such other address for a Party as may be specified in a notice given in accordance with this Section):

If to Licensor: JTB Holdings, LLC

With a copy to:

Mr. Erik Groves

If to Licensee: USA DeBusk LLC
DSG Holdco LLC
1005 W. 8th Street
Deer Park, TX 77536
Attention: Andrew DeBusk, Joe Franz and Dee Green
E-mail: adebusk@usadebusk.com, jfranz@usadebusk.com
and dgreen@usadebusk.com

Notices sent in accordance with this Section 13.5 will be deemed effective: (a) when received or delivered by personal delivery, (b) when received, if sent by a nationally recognized overnight courier service such as Federal Express or United Parcel Service, signature required, (c) on the date sent by facsimile or electronic mail if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient or (d) on the third (3rd) Business Day after the date mailed by U.S. Postal Service, certified or registered mail, return receipt requested, postage prepaid.

13.6 Interpretation. For purposes of this Agreement, (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole.

Unless the context otherwise requires, references herein to: (x) Sections and Schedules refer to the Sections of and Schedules attached to this Agreement; (y) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof;

and (z) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

13.7 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

13.8 Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any other document, this Agreement shall govern.

13.9 Assignment. Except as otherwise expressly provided in this Agreement regarding a Transfer by Licensor, Licensor may not assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations hereunder without the prior written consent of Licensee (which consent may not be unreasonably withheld or delayed). Licensee may assign its rights and obligations under this Agreement to an Affiliate or in connection with the assignment, transfer or sale of all or substantially all of its assets or equity securities (by merger, consolidation, equity exchange or otherwise) to any Person, and Licensee may sublicense all or any of this Agreement to any Person without Licensee's consent. No assignment or other transfer by Licensor of its rights or obligations under this Agreement will relieve Licensor of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12.9 shall be deemed void ab initio.

13.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person (other than an Indemintee) any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

13.11 Amendment; Modification; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.12 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is

invalid, illegal or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

13.13 Governing Law; Submission to Jurisdiction.

- (a) This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Texas or the United States of America.
- (b) Any legal suit, action or proceeding ("Proceeding") arising out of or related to this Agreement, the license granted hereunder or the validity or enforceability or scope of any Licensed Patent claim must be instituted exclusively in the state or federal courts located in Harris County, Texas, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such Proceeding and agrees that such courts do not constitute an inconvenient forum. Service of process, summons, notice, or other document by mail to such Party's address set forth herein will be effective service of process for any Proceeding brought in any such court.

13.14 Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any Proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

13.15 Equitable Relief. Licensor acknowledges that a breach by Licensor of this Agreement would cause Licensee irreparable harm for which an award of damages would not be adequate compensation and agrees that, in the event of such a breach or threatened breach, Licensee will be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief to the maximum extent permitted by law. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

13.16 Attorneys' Fees. In the event that any Proceeding is instituted or commenced by either Party hereto against the other Party arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing Party.

13.17 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, electronic mail or other means of

electronic transmission will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties hereby execute this Agreement effective as of the Effective Date.

JTB HOLDINGS, LLC,
a Wyoming limited liability company

USA DEBUSK LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Parties hereby execute this Agreement effective as of the Effective Date,

JTB HOLDINGS, LLC,
a Wyoming limited liability company

USA DEBUSK LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

SCHEDULE A
LICENSED PATENTS

Patent Applications and Issued Patents					
Country	App. No.	App. Filing Date	Patent Issue Date	Patent No.	Title
USA	16/540,798	8/14/2019	N/A	N/A	WET ABRASIVE BLAST MACHINE WITH REMOTE CONTROL RINSE CYCLE
USA	17/071,521	10/15/2020	N/A	N/A	DRY TO WET ABRASIVE BLAST MACHINE CONVERSION KIT AND METHOD
USA	17/083,013	6/10/2020	N/A	N/A	SUSPENSION MEDIUM FOR IMPROVED GRIT DELIVERY IN VAPOR BLAST OPERATIONS
USA	63/037,313	6/10/2020	N/A	N/A	AIRSTREAM PROPELLED SPRAY ATOMIZER AND METHOD OF FLUID ATOMIZATION BY CODIRECTIONAL AIRSTREAM PROPULSION
USA	63/091,578	10/14/2020	N/A	N/A	CONCAVE CONICAL TUBE BLAST NOZZLE FOR BLASTING SYSTEMS