

02-08-2001

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

101607975

1-17-01

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger  
Effective Date  
Month Day Year \_\_\_\_\_
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name VIRGINIA IRON & METAL COMPANY, INC.

11102000

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

Receiving Party

Mark if additional names of receiving parties attached

Name ARMOR BRANDS, INC.

DBA/AK/A/T/A \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 13386 INTERNATIONAL PARKWAY

Address (line 2) \_\_\_\_\_

Address (line 3) JACKSONVILLE  
City

FLORIDA

State/Country

32218

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization DELAWARE

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK  
REEL: 002232 FRAME: 0576

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages** Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,360,590"/>	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**Number of Properties** Enter the total number of properties involved. #

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41): \$

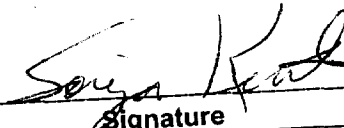
Method of Payment: Enclosed  Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

SONJA KEITH, ESQ.  JANUARY 17, 2001  
 Name of Person Signing Signature Date Signed

## LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into as of this 10th day of November, 2000, between VIRGINIA IRON & METAL COMPANY, INC., a \_\_\_\_\_ corporation ("Licensor"), a subsidiary of LUTRON ELECTRONICS COMPANY, INC. ("Lutron"), with offices located at 9301 Old Staples Mill Road, Richmond, VA 23228 and ARMOR BRANDS, INC., a Delaware corporation with offices located at 13386 International Parkway, Jacksonville, FL 32218 ("Licensee").

### RECITALS:

WHEREAS, Licensor is the holder of all right, title and interest in and to the trademarks, trade names and service marks (together with the registrations therefor and the goodwill associated therewith), patents and copyrights identified on Schedule A hereto associated with the product currently being sold under the mark BLASTSHIELD or any closely related product (the "Product") (collectively, "Licensor's Intellectual Property"); and

WHEREAS, subject to the terms, conditions, and obligations set forth in this Agreement, Licensor desires to grant to Licensee and Licensee seeks to obtain from Licensor (i) an exclusive license to use Licensor's Intellectual Property, (ii) the exclusive right to manufacture, market, and distribute the Product and (iii) the option to purchase the Licensor's Intellectual Property (collectively, the "Grant"), and Licensee desires to accept such Grant.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

### ARTICLE I

#### LICENSE

##### *1.1 Exclusive License.*

(a) Subject to the terms and conditions of the Agreement, Licensor hereby grants to Licensee, during the License Term (defined below), the exclusive, worldwide right and license to manufacture, market, sell and distribute the Product or any other product covered by the patents set forth on Schedule A. The termination of the license shall be governed by Article VIII hereof.

(b) Licensor hereby grants to Licensee, during the License Term, the exclusive worldwide right and license to use Licensor's Intellectual Property, including without limitation the patents identified on Schedule A hereto (the "Patents"), the BLASTSHIELD trademark and any modification or addition to the Product and/or any of Licensor's Intellectual Property in connection with the marketing, distribution and sale of the Product.

(c) During the License Term, Licensor shall not (i) sell, transfer, use, assign, encumber or further license or sub-license Licensor's Intellectual Property or (ii) manufacture, market, sell or distribute the Product, or any product so similar to the Product as to compete with the Product, under any name, either directly or indirectly, including through other manufacturers or distributors or by authorizing other manufacturers or distributors to do any of the same. Licensor will not take any actions to compromise or prejudice Licensee's exclusive right to manufacture, market, distribute and sell the Product or exclusively use the Intellectual Property.

(d) Licensee may record a short form version of this Agreement (to be approved by the parties in good faith) with the Patent and Trademark Office and Licensor shall assist Licensee with all reasonable requests necessary to record the Agreement.

*1.3 Trademark Usage Guidelines.* Licensee's use of the BLASTSHIELD trademark shall be subject to the reasonable usage and quality control restrictions which Licensor may promulgate from time to time.

*1.4 Cooperation in Infringement Actions or Actions Before the Patent and Trademark Office.* Licensee is hereby authorized to pursue in its name any legal actions, including without limitation those (a) to enjoin or seek damages for infringement of Licensor's Intellectual Property, including any infringement of patents, copyrights or trademarks associated therewith, (b) to enjoin, recapture or seek damages for registration of Internet domain names confusingly similar to or dilutive of Licensor's Intellectual Property, and (c) before the United States Patent and Trademark Office to oppose or cancel an infringing or potentially infringing trademark or service mark. Licensor shall cooperate to the full extent reasonably requested by Licensee in all such legal actions. Licensor shall have the right to approve counsel designated by the Licensee, such approval not to be unreasonably withheld. Such cooperation shall include without limitation the naming of Licensor as a party in interest and the submission of affidavits and testimony. In the event either party becomes aware of infringing activity, it shall notify the other party. In the event Licensee fails to take action within sixty (60) days of its receipt of actual notice of the existence of such infringing activity, or sooner if the failure to take timely action

shall prejudice the substantive rights of Licensor, Licensor shall be authorized, but not obligated, to take such action and, if Licensor does not take such action, it shall not be a breach of the Agreement. Any recovery of damages in any action shall be retained by the party financing the litigation. In the event the parties jointly finance such litigation, any recovery shall be split in proportion to their percentage of financing, provided, however, that any damages assessed as lost profits of Licensee or Licensor shall be paid to such party after payment of the costs of such legal action. The expenses in any litigation shall be borne by the party commencing such litigation, unless alternate arrangements are agreed to in writing.

1.5 *License Term.* The License Term shall commence on the date of execution of this Agreement and, unless otherwise terminated sooner, terminate on December 31, 2010 (the "License Term").

## ARTICLE II

### MANUFACTURING, MARKETING AND DISTRIBUTION

2.1 *Manufacturing and Packaging.* Licensee shall manufacture and package the Product in accordance with its customary practices, including the use of quality material and workmanship, and in accordance with all applicable laws, orders, and regulations. Licensee may, but is not obligated to, sell the Product under the BLASTSHIELD trademark. In the event Licensee decides to sell the Product under the BLASTSHIELD trademark, Licensee shall affix or apply the trademark listed in Schedule A to all packaging, advertising, and/or promotional material relating to the licensed Products, in at least one conspicuous location therein. For products sold in the United States of America, the BLASTSHIELD trademark shall be displayed with the ® symbol adjacent to the trademark. At the request of Licensee and at the mutual convenience of the parties, Licensor shall provide Licensee assistance in manufacturing the Product within reasonable limits but in no event after substantial completion of the Project, as it is defined hereinafter.

2.2 *Marketing.* Licensee shall market the Product in accordance with its customary practices for the marketing and distribution of similar products and in accordance with all applicable laws, orders, and regulations. At the request of Licensee, and at the mutual convenience of the parties, Licensor shall provide Licensee with reasonable assistance necessary to inform the target market about the Product and its capabilities and to market the Product. Licensor shall also provide Licensee with its calculated gross margins for all projects related to the Product.

2.4 *Sales.* Licensee shall arrange sales of the Product at prices determined from time to time by Licensee. Any and all sales agents, representatives and other persons selling or

promoting the Product shall be appointed by, and report to, Licensee. Licensee, in its sole discretion, shall determine all commissions, compensation, and other remuneration to be paid to all such sales agents, representatives, and other persons, and Licensor shall have no liability whatsoever with respect thereto. Licensee may, in its sole discretion, and will have sole responsibility to, invoice, make credit decisions, and collect payment from customers.

2.5 *Compliance with Laws.* Each of the parties hereto agrees to carry out its obligations under this Agreement in compliance with the applicable provisions of all federal, state, and local laws, rules, regulations, and ordinances in connection with the design, manufacture, and sale or export of the Product.

2.6 *Patent Marking.* Licensee shall mark Products manufactured, sold or distributed by it as well as packaging, advertising, and/or promotional material relating thereto, with the legend "Licensed under U.S. Patent 6,057,029", where appropriate to comply with the U.S. patent marking statute, and likewise appropriately mark Products when sold in foreign countries where there are patents included within Licensor's Intellectual Property.

### ARTICLE III

#### PAYMENT; OPTION

3.6 *Books and Records.* Licensee agrees to maintain books and records sufficient to determine the royalty payments due hereunder. Upon Licensor's reasonable request (made no more than one time per year), Licensee shall permit an independent auditor, selected by Licensor and to whom Licensee has no reasonable objection, to have access to and to audit Licensee's books and records relating to the royalties due hereunder during normal business hours to determine the accuracy of the royalty reports that were made or should have been made during the two-year period preceding such request. The expense of the auditor shall be borne by Licensor if the royalty reports are found to be accurate within 10%; if the audit shows any greater inaccuracy, Licensee shall bear the expense of the auditor only to the extent of the discrepancy.

3.7 *Option.* Licensor hereby grants to Licensee the irrevocable option to purchase all right, title and interest in and to Licensor's Intellectual Property for a purchase price of one dollar (\$1) to be exercisable upon the earlier to occur of (a) the end of the Term or (b) the termination of this Agreement by Licensee pursuant to Section 8.2(a)(i) (provided and not until Licensor has received total royalties of \$500,000 hereunder excluding the one-time license fee of \$350,000), 8.2(a)(ii), 8.2(a)(iii) or 8.2(a)(iv) hereof. The option shall be exercised automatically by Licensee upon expiration of the License Term unless Licensee notifies Licensor in writing to the contrary.

## ARTICLE IV

### BROOKLYN COURTHOUSE PROJECT; OTHER PROJECTS

4.1 *Assignment of Project.* Licensor hereby assigns to Licensee the contract attached hereto as Schedule C relating to work to be performed in connection with the Brooklyn Courthouse Project (the "Project"). The assignment is subject to the approval of J.A. Jones - GMO, LLC, the General Contractor for the Project ("Project General Contractor"). Licensor shall obtain the written consent of the Project General Contractor to this assignment as soon as practicable but in no event later than thirty (30) days from the execution of this Agreement. The assignment of the Project shall not be effective until written approval from the Project General Contractor has been received by Licensee. In the event Licensor does not obtain the requisite consents for assignment of the Project within the time frame stated above, Licensee may at its sole option terminate this Agreement by giving Licensor notice of such termination in writing, upon which termination all rights, duties and obligations of the parties under this Agreement shall terminate. Following Project General Contractor approval, Licensor hereby disclaims any interest in or obligation for the contract for the Project. Licensee shall not be responsible for any duties, actions or obligations that arose in connection with the Project prior to the effective date of the assignment.

4.2 *Ken White.* Notwithstanding anything herein to the contrary, Licensee shall not be liable for the commissions due Ken White or any other person or entity related to the Project. Licensor shall indemnify, defend and hold harmless Licensee from and against any and all commissions, fees or other payments due Ken White or other third parties as a result of obligations incurred by Licensor in connection with the Project. Licensee is free to solicit Ken White and negotiate with him for employment and Licensor shall not interfere with any negotiations conducted in any effort to hire Ken White on behalf of Licensee. Licensor shall release Ken White from any employment, consultant, non-compete or similar agreements to which he may be bound for the purposes of complying with this paragraph.

4.3 *Project Manager.* Licensor shall designate a project manager for the Project.

4.4 *Other Contract Assignments.* Licensor hereby assigns to Licensee the contracts attached hereto as Schedule E. Licensor shall promptly (but in no event later than thirty (30) days after execution of this Agreement) obtain and deliver to Licensee all requisite written consents to such assignments. The assignments shall not be effective until all requisite consents have been delivered in writing to Licensee. Notwithstanding anything herein to the contrary, Licensee shall have no royalty, commissions or other further obligations to Licensor or any third-party (including without limitation Ken White) with respect to sales of Product or provision of services by Licensee pursuant to any assigned contract, and Licensor shall indemnify, defend and hold harmless Licensee from and against any and all commissions, fees, royalties or other payments due Ken White or other third parties as a result of obligations arising from the other assigned contracts. Following delivery of the requisite approvals, Licensor hereby disclaims any interest in or obligation for the assigned contracts. Licensee shall not be responsible for any duties, actions



or obligations that arose in connection with the assigned contracts prior to the effective date of the assignment.

4.5 *Potential Leads.* Licensor shall use its best efforts to direct to Licensee all leads respecting any sale of services or products relating to the Intellectual Property, the Products or the subject matter of this Agreement.

## ARTICLE V

### ADDITIONAL OBLIGATIONS OF THE PARTIES

5.1 *Engineering and Technical Assistance.* Licensor shall make qualified personnel available to Licensee to provide as much technical assistance as needed in connection with Licensee's manufacturing and marketing efforts and efforts to understand the production, capabilities and performance of the Product, at the mutual convenience of the parties and without cost to Licensee. Licensor shall deliver to Licensee all technical specifications and know how relating to the Products and the Intellectual Property. Representatives of Licensor shall expend no less than 40 hours working with Licensee in connection with this knowledge transfer and technical assistance. Licensor shall provide Licensee with any reports, prototypes, tests and other documents in Licensor's possession concerning the Product or the Intellectual Property. A partial list of such documents is attached hereto as Schedule D.

5.2 *Product Liability Insurance.* Licensee shall maintain in full force and effect, during the Term, product liability and general liability insurance policies issued by insurers of recognized responsibility, insuring it and Licensor and Lutron against losses and risks associated with the Product in such amounts as are customary in the case of persons or companies engaged in the same or a similar business. Such insurance shall name Licensor and Lutron as an additional insured party and shall have a limitation of liability in an amount not less than seven million five hundred thousand dollars (\$7,500,000) in the aggregate. Within three (3) business days of the execution of this Agreement, Licensee shall deliver to Licensor a binder/Certificate of Insurance evidencing the insurance required herein.

5.3 *Phifer.* Licensor shall not interfere with Licensee's negotiations with Phifer for, and shall assist Licensee in obtaining, an exclusive contract for the purchase of the fabric used in making the Product, provided that Licensor's ability to purchase other fabrics from Phifer is not affected.

5.5 *Prosecution of Japanese and Israeli Patents; Maintenance of all Patents and Trademarks.* Licensor shall have the responsibility for prosecuting to issuance the Japanese and Israeli patents listed on Schedule A and shall keep Licensee abreast of all material developments

## ARTICLE VIII

### TERM AND TERMINATION

8.1 *Term.* This Agreement shall commence on the date hereof and shall remain in effect until December 31, 2010, unless otherwise terminated in accordance with the terms hereof (the "Term").

8.2 *Termination by Licensee.* (a) If (i) Licensor commits a material breach of this Agreement, (ii) Licensor becomes insolvent or goes into liquidation, bankruptcy or receivership or becomes a party to any procedure for the settlement of its debts or to a dissolution proceeding, (iii) Licensor enables or authorizes another person to manufacture, market, sell or distribute the Product or use the Intellectual Property, or (iv) Licensor manufactures the Product or uses the Intellectual Property, Licensee may terminate this Agreement upon 30 calendar day's notice, subject to a right to notice and an opportunity to cure within such 30 calendar days (except where an involuntary bankruptcy filing is the cause of the breach, in which case Licensor shall be given sixty (60) days to cure said breach). Upon termination pursuant to this Section 8.2, the exercisability of the option described in paragraph 3.7 shall be governed by Section 3.7. .

8.3 *Inventory.* Notwithstanding anything else herein, upon termination of this Agreement for any reason, Licensee may sell to third parties any Product in its possession at the time of termination.

8.4 *Survival.* The termination of this Agreement shall not relieve either party of any obligation accrued prior to such termination or of obligations which continue by the terms hereof beyond such expiration.

## ARTICLE IX

### CONFIDENTIALITY

9.1 Each party has made or will make available to the other party and its representatives certain information in written, oral or electronic form (the "Confidential Material"). As a condition to such information being furnished to the other, and its present or prospective directors, officers, employees, agents, consultants, or advisers (collectively, "Representatives"), the party being provided with Confidential Material (the "Receiving Party") agrees to treat any Confidential Material which is furnished to the Receiving Party or to its Representatives by or on behalf of the party providing the Confidential Material (the "Disclosing Party") in accordance with the provisions of this Article IX. The term Confidential Material does not include information which (i) is or becomes generally available to the public other than as a result of a disclosure by the Receiving Party or its Representatives, (ii) was within the Receiving Party's possession prior to its being furnished to said party by or on behalf of the Disclosing Party pursuant hereto or (iii) becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives, provided that the source of such information is not bound by a confidentiality agreement or otherwise prohibited from transmitting the information by a contractual, legal or fiduciary obligation.

9.2 Each party hereto agrees that the Confidential Material will be kept confidential and that the Receiving Party and its Representatives will not disclose any of the Confidential Material in any manner whatsoever; provided, however, that (i) the Receiving Party may make any disclosure of such information to which the Disclosing Party gives its prior written consent, (ii) any such information may be disclosed to the Receiving Party's Representatives who need to know such information for the purpose of evaluating the proposed relationship and who will agree to keep such information confidential, (iii) the Receiving Party may make any disclosure required by court order or by any state or federal law, rule or regulation (including the rules of a national security exchange) after first giving notice to the Disclosing Party, and (iv) either party may disclose the Confidential Information to the extent necessary to exercise the rights and perform the obligations hereunder.

9.3 Each party hereto agrees that it shall use the Confidential Material only in connection with such party's rights and obligations hereunder and will not otherwise use it in such party's business or disclose it to others except that both parties shall have the right to communicate the Confidential Material to such of its Representatives who are required by their duties to have knowledge thereof, provided that each such person is informed that such Confidential Material is strictly confidential and subject to this Article IX and agrees not to disclose or use such Confidential Material except as provided herein.

## ARTICLE X

### FORCE MAJEURE

Notwithstanding anything to the contrary herein, neither party shall be deemed to be in default of any provision of this Agreement or be liable to the other party or to any third party for any delay, error, failure in performance or interruption of performance due to any act of God, war, insurrection, riot, boycott, strikes, interruption of power service, interruption of communications service, labor or civil disturbance, acts of any other person not under the control of either party or other similar causes, the occurrence of which are (i) not reasonably foreseeable by a party other than by virtue of the fact that similar things have happened in the past from time to time, and (ii) beyond the reasonable control of that party. Each party shall each use its best efforts to remedy its delay, error, failure to perform, or incomplete performance in a manner which is fair and equitable to both parties. The delayed party shall give the other party reasonable written notification of any material or indefinite delay due to such causes.

## ARTICLE XI

### RELATIONSHIP OF PARTIES

The relationship established by this Agreement between Licensor and Licensee is that of a licensor and licensee. Neither of the parties hereto or any of their respective agents, employees, or representatives shall: (i) be considered an agent, employee, representative, or partner of the other party hereto for any purpose, (ii) have any authority to make any agreement or commitment for, or to incur any liability or obligation in, any other party's name or for or on its behalf, nor (iii) represent to any third party that they have any right to bind the other party hereto.

## ARTICLE XII

### MISCELLANEOUS

*12.1 Survival.* Sections 1.2, 1.4, 3.7, 5.1 (only to the extent the Agreement is terminated pursuant to Section 8.2), 5.3 (only to the extent the Agreement is terminated pursuant to Section 8.2), 8.3 and Articles VI, VII, IX and XII of this Agreement shall survive the expiration or termination of this Agreement for any reason.

*12.2 Further Assurances.* Each party shall, from time to time during the Term, upon request by the other, execute and deliver all such further documents or instruments as may be required in order to give effect to the purpose and intent of this Agreement, including, without limitation, the transfer of ownership of rights pursuant to Section 3.7 hereof.

*12.3 Assignment.* This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Neither party shall have the right to assign this Agreement or its rights or obligations hereunder; provided, however, that Licensee may assign its rights and obligations hereunder to an entity controlled by, under common control with, or controlling Licensee.

*12.4 Severability.* If any provision of this Agreement, or the application thereof to any person or circumstance, is invalid or unenforceable in any jurisdiction, (a) a substitute and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable in such jurisdiction, the intent and purpose of the invalid and unenforceable provision and (b) the remainder of this Agreement and the application of such provisions to other persons, circumstances and jurisdictions shall not be affected by such invalidity or unenforceability.

*12.5 Choice of Law and Venue.* This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York, without giving effect to its principles of conflicts of law. Any legal action or proceeding brought to interpret or enforce this Agreement or in any other way arising out of or in relation to this Agreement shall be brought in either the Federal District Court or the Supreme Court for the State of New York located in the State of New York, New York County. The parties hereto irrevocably submit to the exclusive jurisdiction of said courts in any such action or proceeding and hereby waive any and all objections to the personal jurisdiction of said courts.

*12.6 Notices.* Any notice, request or other communication required or permitted by this Agreement to be given by either party to the other shall be in writing and either mailed by registered or certified mail, return receipt requested, by express delivery service or by facsimile transmission addressed as follows:

If to Licensee:

Armor Brands, Inc.  
13386 International Parkway  
Jacksonville, FL 32218  
Attn.: Steve Croskrey  
Facsimile:

With a copy to:

Kane Kessler, P.C.  
1350 Avenue of the Americas  
New York, New York 10019  
Attn: Robert Lawrence, Esq.  
Facsimile: (212) 245-3009

If to Licensor:

VIMCO  
9301 Old Staples Mill Road  
Richmond, VA 23228  
Attn.: Tony Lovette  
Facsimile:

With a copy to:

Hoffinger Friedland Dobrish & Stern, P.C.  
110 East 59<sup>th</sup> Street – 33<sup>rd</sup> Floor  
New York, NY 10022  
Att: Stephen R. Stern, Esq.  
Facsimile: 212-750-1259

*12.7 Entire Agreement.* This Agreement constitutes the entire Agreement between the parties and supersedes all prior written or oral agreements or understandings concerning the subject matter hereof. This Agreement may not be amended without the written consent of each of the parties hereto.

*12.8 Modification and Waiver.* No modification or waiver of any of the terms of this Agreement shall be deemed valid unless it is in writing and signed by the party against whom such modifications or waivers are sought to be enforced. The failure by either party to insist upon the strict performance of any term of this Agreement or the waiver of any breach under this

Agreement shall not prevent the subsequent strict enforcement of such term nor be deemed a waiver of any subsequent breach.


12.9 *Counterparts.* This Agreement may be executed in counterparts, which taken together shall constitute one single agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ARMOR BRANDS, INC.

By: \_\_\_\_\_  
Name:  
Title:

VIRGINIA IRON & METAL COMPANY, INC.


By:   
Name: G.A. Tony Lovette  
Title: President

Agreement shall not prevent the subsequent strict enforcement of such term nor be deemed a waiver of any subsequent breach.

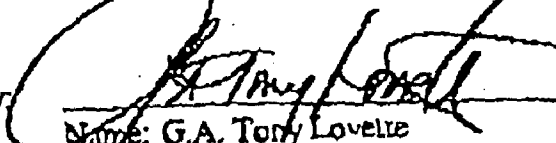
12.9 *Counterparts.* This Agreement may be executed in counterparts, which taken together shall constitute one single agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ARMOR BRANDS, INC.

By:   
Name: Stella Crisler  
Title: President

VIRGINIA IRON & METAL COMPANY, INC.

By:   
Name: G.A. Tony Lovette  
Title: President



## SCHEDULE A

### INTELLECTUAL PROPERTY

1. U.S. Patent No. 6,057,029. Issued May 2, 2000. Title: Protective Window Shield for Blast Mitigation. Inventors: Eugene J. Demestre, Kenneth White, T. Jameson Stott.
2. U.S. Trademark Registration No. 2,360,590 registered June 20, 2000 for BLASTSHIELD for window treatments, namely window shades, in class 20.
3. Israel Patent Application Serial No. 135,058. Filed March 14, 2000 with international filing date September 16, 1998. Title: Protective Window Shield for Blast Mitigation. Applicant: Virginia Iron and Metal Company.
4. Japanese Patent Application Serial No. 2000-512049. Entry date March 16, 2000. International filing date: September 16, 1998. Title: Protective Window Shield for Blast Mitigation. Applicant: Virginia Iron and Metal Company.