

5/22/01

05-30-2001

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TRADEMARKS ONLY

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To the Honorable Commissioner 101736826 its and Trademarks:

Please record the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest
The Linda Camplese and Arthur Howard Goldiner Partnership,
composed of Linda Camplese and Arthur Goldiner, both U.S. citizens.

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State _____
 Other _____

Additional name(s) of conveying party(ies) attached:
 yes no

2. Name and Address of Party(ies) receiving an interest:
Name: Scarecrow, Inc.
Internal Address: 431 Leoni Drive
Street Address: _____
City: Grover Beach
State/Zip: CA 93433

Entity:
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State California
 Other _____

Citizenship _____



05-22-2001

U.S. Patent & TMO/TM Mail Rcpt Dt. #01

3. Description of the interest conveyed:
 Assignment Change of Name Other
 Security Agreement Merger License Agreement
Date of execution of attached document May 21, 2001

If not domiciled in the United States, a domestic representative designation is attached:
 yes no
(The attached document must not be an assignment)
Additional name(s) and addresses attached: yes no

4. Application number(s) or registration number(s) Additional sheet attached? yes no

A. Trademark Application No.(s)
74/507,882

B. Trademark Registration No.(s)
1,919,162

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Jeffrey P. Thennisch
Address: Dobrusin Darden Thennisch & Lorenz PC
401 S. Old Woodward Ave.
Suite 311
City: Birmingham
State/Zip: MI 48009

6. Number of applications and registrations involved: 2
7. The \$65.00 filing fee is enclosed.
8. Please charge the \$ _____ filing fee to Deposit Account No. _____ (duplicate copy of this page attached)
9. Please charge any deficiencies in fees or credit any overpayment to Deposit Account No. 30-1097

DO NOT USE THIS SPACE

10. 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.

Jeffrey P. Thennisch
Name of Person Signing Jeffrey P. Thennisch Signature 5/22/01 Date
Total number of pages comprising coversheet: 5

LICENSE AGREEMENT

AGREEMENT made this ____ day of May, 2001, and memorializing the oral agreements made on July 5, 1995, by and between Arthur Howard Goldiner and Linda B. Campese, individual residents and a partnership comprising Arthur Howard Goldiner and Linda B. Campese of the State of California (hereinafter collectively referred to as LICENSOR), and Scarecrow, Inc., a California corporation doing business at 431 Leoni Drive in Grover Beach, CA 93433 (hereinafter referred to as LICENSEE).

WHEREAS, LICENSOR is the owner in the United States of America and elsewhere in the world of certain trademarks, service marks, and the like as recited on Schedule A attached hereto (hereinafter the Marks) and particularly including the licensed Marks, U.S. Reg. No. 1,919,162 for SCARECROW issued by the U.S. Patent & Trademark Office on September 19, 1995 and U.S. Serial No. 74/507,882 for CUSTOM FANGS set forth in Schedule A attached hereto, and of all good will connected with such mark, of which LICENSOR has the exclusive right to use and license others to use such marks.

WHEREAS, LICENSEE desires to memorialize and continue the terms of a previous oral license, subject to the terms and conditions provided herein, to promote and advertise certain products according to certain standards, specifications, and quality control measures established in advance by LICENSOR which may use the licensed Mark (hereinafter referred to as the Product).

WHEREAS, LICENSOR is willing to grant an exclusive, non-assignable, and non-transferable license to LICENSEE to use the licensed Mark under the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, LICENSOR and LICENSEE agree as follows:

1. GRANT. LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, upon the terms and conditions hereinafter specified, an exclusive, non-assignable, and non-transferable license of the Mark set forth on Schedule A, attached hereto, for the purpose of offering and promoting SCARECROW related products for sale to the public and novelty industry according to certain standards, specifications, and quality control measures established in advance by LICENSOR. It is expressly understood that LICENSOR retains all ownership rights to the Mark, particular the registered mark found in U.S. Reg. No. 1,919,162 for SCARECROW and Pending Serial No. 74/882,507 for CUSTOM FANGS, and any and all use of the mark by LICENSEE inures to the benefit of LICENSOR. No other, further, or different license is hereby granted or implied.

2. QUALITY STANDARD. LICENSEE will at all times maintain standards of quality of appearance, design and manufacture equal to, or better than, the standards established or approved by LICENSOR and LICENSOR reserves the right, but not the

obligation, to review and approve the quality of any and all products or materials produced by LICENSEE, from time to time.

3. **ADVERTISING.** LICENSEE, in advertising and promoting the sale of the Product, will advertise only in a manner that will develop customer confidence in the Product, and will not use any advertising that LICENSOR may deem, in its sole discretion, to adversely affect its business or goodwill or which tends to deceive or mislead the public or otherwise dilute the distinctive qualities of the Mark.

4. **INDEMNIFICATION.** LICENSEE must defend, indemnify and hold LICENSOR harmless against any and all claims or liabilities arising out of or in any way connected to the manufacture, meeting any applicable government requirements, distribution, sale or use of the Product(s) or materials disseminated by LICENSEE including, but not limited to, claims of product liability, negligence, breaches of warranty, unfair trade practices, unfair competition, and false advertising.

5. **OWNERSHIP.** LICENSEE recognizes LICENSOR's ownership and title to the Mark and it is understood that LICENSEE shall not claim adversely to LICENSOR any right, title or interest in and to the Mark or any trademarks, service marks, or trade names confusingly similar thereto. LICENSEE agrees not to attempt to register or to use or to aid any third party in attempting to register or use any trademark, service mark or trade name which may be, in the opinion of LICENSOR, confusingly similar to the Mark(s) in any country of the world. LICENSEE shall not institute any legal proceeding involving the Mark(s) without first receiving approval from LICENSOR. LICENSOR shall have the sole discretion to determine when, and if, any legal action shall be taken involving the Mark(s). All use of the Mark(s) by LICENSEE inures to the benefit of LICENSOR. LICENSEE acknowledges the validity of the Mark(s) and will not challenge the validity or enforceability of the Mark(s) and further agrees to fully cooperate with LICENSOR in the event that litigation arises.

6. **NO ASSIGNMENT OR SUB-LICENSE.** This Agreement is personal to LICENSEE and may not be assigned or sublicensed by LICENSEE. LICENSOR, however, reserves the right to assign this Agreement in whole or in part along with transfer of the Mark(s). LICENSEE may not take any action that may lead any third party to believe that LICENSEE has a right to sublicense the Mark.

7. **LICENSE PRODUCT LEGEND.** LICENSEE shall apply a legend to the Product or its packaging in a form that may, from time to time, be reasonably requested by LICENSOR. LICENSEE must also properly mark each use of the registered mark with the proper ® designation.

8. **TERM AND TERMINATION.** This Agreement shall be terminable at will by the LICENSOR with or without notice to LICENSEE.

9. **NO JOINT VENTURE.** Nothing herein contained shall be construed to place the parties in the relationship of partners, joint venturers, or principal-agent, and LICENSEE shall have no power to obligate or bind LICENSOR in any manner whatsoever.

10. **RECORDAL.** If LICENSOR considers it advisable to record LICENSEE as a licensee, LICENSEE agrees to cooperate in such a procedure and to execute any documents submitted to LICENSEE for this purpose.

11. **WAIVER.** Any waiver by LICENSOR a breach of any term or condition of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other term or condition.

12. **UNENFORCEABLE PROVISION.** If any provision of this Agreement is declared void or unenforceable by any judicial or administrative authority, this will not in and of itself nullify the remaining provisions of this Agreement unless LICENSOR, in LICENSOR's sole discretion, decides that such declaration adversely affects the original intent of the parties, in which event this Agreement will terminate on thirty (30) days notice from LICENSOR to LICENSEE.

13. **GOVERNING LAW.** This Agreement shall be construed in accordance with and governed by the laws of the State of California without references to its principles of conflict of laws.

14. **MERGER AND INTEGRATION.** This Agreement, as to the license granted herein, constitutes the entire agreement between the parties. It may not be changed, amended, or appended to without a writing signed by the party to be charged. All prior negotiations and undertakings are merged and fully integrated herein. There are no oral understandings to the contrary.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have signed this Agreement effective as of the date first above written.

LICENSOR

LICENSEE

By: Goldiner/Campese Partnership By: Arthur H. Goldiner

Name: Arthur H. Goldiner
Arthur Howard Goldiner

Name: Arthur H. Goldiner
Typed/Printed

Date: 5/21/01

By: Goldiner-Campese Partnership

Title: President, Scarecrow Inc.

Name: Linda B. Campese

Date: 5/21/01

Date: 5/21/01

SCHEDULE A

LICENSED MARKS:

1. U.S. Reg. No. 1,919,162 for SCARECROW registered September 19, 1995
2. Pending Serial No. 74/882,507 for CUSTOM FANGS filed April 1, 1994