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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): **RAVEN INDUSTRIES, INC.**

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation-State (SD)
- Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: PENDA GLASSTITE, INC.

Internal Address: \_\_\_\_\_

Street Address: 600 Highway 4

City: Dunnell State: MN ZIP: 56127

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Florida
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment                               Merger
- Security Agreement                   Change of Name
- Other Exclusive License in U.S. Trademark Rights

Execution Date: October 29, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,443,949 ; 1,436,501  
1,049,579

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robyn Greenberg, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): ..... \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

(Attached duplicate copy of this page if paying by deposit account)

**DO NOT USE THIS SPACE**

9. 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.

Robyn Greenberg, Esq.  
Name of Person Signing

Robyn Greenberg  
Signature

12/20/01  
Date

Total number of pages comprising cover sheet: 6

12/26/2001 6TON11 00000048 1443949

01 FC:481  
02 FC:482

40.00 DP  
50.00 DP

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

**TRADEMARK**  
**REEL: 002413 FRAME: 0470**

## TRADEMARK LICENSE AGREEMENT

This Agreement is made and entered into as of October 29, 1999, by and between RAVEN INDUSTRIES, INC., a South Dakota corporation (the "Shareholder"), and Penda Glasstite, Inc., a Florida corporation (the "Purchaser").

### **Preliminary Statements:**

- A. This Agreement is being entered into in connection with the Asset Purchase Agreement between Shareholder and Purchaser, dated as of the date hereof (the "Purchase Agreement"). Certain capitalized terms used in this Agreement are defined in Section 1 hereof. Capitalized terms used but not otherwise defined herein shall have the respective meanings given such terms in the Purchase Agreement as in effect on the date of this Agreement.
- B. Under the Purchase Agreement, Purchaser has acquired substantially all of the assets (and assuming certain of the liabilities) of Glasstite Inc., of which Shareholder is the sole stockholder;
- C. Shareholder has caused or permitted Glasstite Inc. to use in the Business of Seller certain trademarks which are owned by Shareholder.

### **Agreement:**

NOW, THEREFORE, in consideration of the foregoing and of the other mutual covenants and conditions hereinafter set forth, Shareholder and Purchaser agree as follows:

#### 1 DEFINITIONS

1.1 When used in this Agreement, each of the terms set forth below shall have the following meaning:

1.2 "Licensed Trademarks" shall mean the trademark "Raven" (US Registration No. 1,443,949) the "Raven with V" logo (US Registration No. 1,436,501), the trademark "RALLY" (US Registration No. 1,049,579), the Raven and Rally Logo's shown on Exhibit I, and any other similar trademark or logo owned by Shareholder.

1.3 "Licensed Class of Goods" shall mean fiberglass products for motor vehicles.

#### 2 LICENSE GRANT:

2.1 Shareholder covenants represents and warrants that it has the full right to grant the rights herein granted; and that it has not and will not execute any agreements in conflict herewith.

2.2 Shareholder hereby grants to Purchaser a world-wide, fully paid up, royalty free, exclusive right and license to use the Licensed Trademarks in connection with and on the Licensed Class of Goods.

### 3 TRADEMARK OWNERSHIP

3.1 The Licensed Trademarks, used in any form, remain the exclusive property of Shareholder, and Shareholder shall solely determine whether, and in what manner, to maintain and enforce such trademarks. Nothing in this Agreement shall impede Shareholder's ability to sell, assign or transfer Licensed Trademarks, subject only to the terms of this Agreement.

### 4 INFRINGEMENT:

4.1 In the event the Licensed Trademarks are charged to be an infringement of any trademark in any suit brought against Purchaser, during the term of this Agreement, Shareholder agrees to indemnify Purchaser against any liability and to pay the costs of defending such a suit and to provide all necessary support, including making available all pertinent historical data and documents provided however, that at Shareholder's request Purchaser will immediately take steps to eliminate the alleged infringement.

### 5 NATURE AND QUALITY OF PRODUCTS BEARING LICENSED TRADEMARKS AND USE OF TRADEMARKS

5.1 Shareholder shall have the right to control the nature and quality of all products of Purchaser bearing the Licensed Trademarks. Purchaser shall make available to Shareholder, during normal business hours at the Purchaser's place of business, no more than once per year and upon ten (10) days written notice, samples of all products bearing the Licensed Trademarks. Approval of the use of the Licensed Trademarks on such products shall be exclusively made by the Shareholder and such approval shall not be unreasonably withheld.

5.2 If Shareholder disapproves of the nature and quality of any products manufactured or sold bearing a Licensed Trademark as being different from the nature and quality of the Business of the Seller as of the date hereof, Purchaser shall have thirty (30) days to address the concerns of Shareholder, but if agreement is not reached within that time, Purchaser shall stop using such Licensed Trademark on such identified product until Shareholder is satisfied with the nature and quality of such products. Continued use of the Licensed Trademarks on disapproved products following the thirty (30) days shall cause a termination of this Agreement.

5.3 Any significant change in the appearance of the Licensed Trademarks from that shown on Exhibit I (and other than use in block type or normal type imprints) shall first be approved by Shareholder before adoption and use by Purchaser. Such approval shall not be unreasonably withheld.

### 6 TERM:

6.1 The term of this Agreement shall commence on the date of this Agreement and shall continue in effect for ten (10) years. This Agreement shall automatically renew for successive ten (10) year terms.

7 PRODUCT LIABILITY

7.1 In the event any product bearing the Licensed Trademarks is involved in any claim of product liability, claim of injury, claim of breach of contract, claim of patent infringement, or any other action other than a charge of infringement by the Licensed Trademark itself, Purchaser agrees to indemnify Shareholder against any liability and to pay any damages and costs associated with such a claim, and to provide all necessary support, including making available all pertinent historical data and documents. Such indemnification shall include reimbursement for any attorneys' fees expended by Shareholder in connection with such claim and reasonable reimbursement for the time of any employees of Shareholder to respond to such claims.

8 MISCELLANEOUS:

8.1 The rights and obligations under this Agreement shall be assignable by any party to a successor who acquires substantially all of the assets of the business relating to the subject matter of this Agreement, or in the case of merger. They shall not otherwise be assigned or transferred, in their entirety or part thereof or in any other form, to any third party without the prior written consent of the other party hereto.

8.2 This Agreement is binding and shall inure to the benefit of the successors and assigns of the parties hereto.

8.3 In the construction of this Agreement, the laws of the State of Minnesota shall govern.

8.4 Any notices, requests, demands and other communications required or permitted to be given hereunder must be in writing and, except as otherwise specified in writing, will be deemed to have been duly given when personally delivered, telexed or facsimile transmitted, or three days after deposit in the United States mail, by certified mail, postage prepaid, return receipt requested, as follows:

If to the Shareholder:

Mr. Ronald M. Moquist  
Executive Vice President  
Raven Industries, Inc.  
205 East 6th Street  
P.O. Box 5107  
Sioux Falls, South Dakota 57117-5107  
Facsimile: (605) 331-0419

If to the Purchaser:

If to the Purchaser:

c/o Penda Corporation  
2344 Wisconsin Street  
P.O. Box 449  
Portage, Wisconsin 53901  
Facsimile: (608) 742-9412  
Attention: President

or to such other addresses as either party hereto may from time to time give notice of to the other.

8.5 Any waiver of any rights arising from a breach of any terms of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other terms of this Agreement.

8.6 This Agreement does not constitute Purchaser as the agent, representative, attorney-in-fact or employee of Shareholder, nor can it be deemed that Purchaser can act on behalf of, represent or bind Shareholder in any manner whatsoever or relate to third parties that it can do so.

8.7 This Agreement constitutes the entire Agreement between the parties and supercedes any prior agreements or communications whether oral or written.

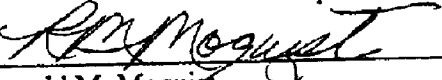
8.8 This Agreement may be amended or modified only by an instrument in writing signed by Shareholder and by Purchaser.

8.9 The headings herein are for the purpose of convenient reference only and shall not be used to construe or modify the terms written in the text of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.


**SHAREHOLDER**

RAVEN INDUSTRIES, INC.

By:   
Ronald M. Moquist  
Executive Vice President

**PURCHASER**

PENDA GLASSTITE, INC.

By:   
Leo E Waner  
Vice President and Chief Financial Officer