

01-16-2003

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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

<p>1. Name of conveying party(ies): <b>1-13-03</b></p> <p>W.S. Tyler, Incorporated</p> <p><input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association</p> <p><input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership</p> <p>X Corporation – State</p> <p><input type="checkbox"/> Other _____</p> <p>Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies)</p> <p>Name: <u>Tylinter, Inc.</u></p> <p>Internal _____</p> <p>Address: _____</p> <p>Street Address: <u>8570 Tyler Boulevard</u></p> <p>City: <u>Mentor</u> State: <u>Ohio</u> Zip: <u>44060</u></p> <p><input type="checkbox"/> Individual(s) citizenship _____</p> <p><input type="checkbox"/> Association _____</p> <p><input type="checkbox"/> General Partnership _____</p> <p><input type="checkbox"/> Limited Partnership _____</p> <p><input checked="" type="checkbox"/> Corporation-State <u>Ohio</u></p> <p><input type="checkbox"/> Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No N/A (Designations must be a separate document from assignment)</p> <p>Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of conveyance:</p> <p><input type="checkbox"/> Assignment      <input type="checkbox"/> Merger</p> <p><input type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name</p> <p><input checked="" type="checkbox"/> Other <u>Amended &amp; Restated Trademark License Agreement</u></p> <p>Execution Date: <u>July 23, 1999</u></p>	

<p>4. Application number(s) or registration number(s):</p> <p>A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s)</p> <p><u>78553, 102467, 1047136</u></p> <p>Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>James A. Dimitrijevs, Esq.</u></p> <p>Internal Address: _____</p> <p><u>McDonald, Hopkins, Burke &amp; Haber Co., L.P.A.</u></p> <p>Street Address: <u>2100 Bank One Center</u></p> <p><u>600 Superior Avenue E.</u></p> <p>City: <u>Cleveland</u> State: <u>OH</u> Zip: <u>44114</u></p>	<p>6. Total number of applications and registrations involved: <span style="border: 1px solid black; padding: 2px;">3</span></p> <p>7. Total fee (37 CFR 3.41) <u>90.00</u></p> <p><input type="checkbox"/> Enclosed</p> <p><input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit account number: <u>13-0265</u></p> <p>(Attach duplicate copy of this page if paying by deposit account)</p>
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**DO NOT USE THIS SPACE**

<p>9. Statement and signature. <i>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.</i></p>	
<p><u>James A. Dimitrijevs</u> Name of Person Signing</p> <p><u>James A. Dimitrijevs</u> Signature</p>	<p><u>January 7, 2003</u> Date</p> <p style="text-align: center;"><span style="border: 1px solid black; padding: 2px;">14</span></p>

Total number of pages including cover sheet, attachments, and document: 14

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

01/15/2003 TDIAZ1 00000042 130265 102467  
01 FC:8521 40.00 CH  
02 FC:8522 50.00 CH

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**TRADEMARK**  
**REEL: 002649 FRAME: 0624**

**AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT**

**THIS AMENDED AND RESTATED TRADEMARK LICENSE AGREEMENT** (this "**Agreement**") dated as of July 23, 1999, amends and restates in their entirety the Exclusive Trademark License Agreement and Non-Exclusive Trademark License entered into as of the 31st day of March, 1997, by and between **W.S. TYLER, INCORPORATED**, a corporation organized and existing under the laws of the State of Ohio (hereinafter called "**Licensor**") and **MENTOR SIEVES AND SCREENS, INC.**, subsequently assigned to **TYLINTER, INC.**, a corporation organized and existing under the laws of the State of Ohio (hereinafter called "**Licensee**").

**WHEREAS**, Licensor is the owner of certain trademarks registered in the United States Patent and Trademark Office and with appropriate authorities in other countries as listed below in paragraphs 1, 2, 3 and 4 (the "**Trademarks**"); and

**WHEREAS**, Licensor desires to grant to Licensee all of its right, title and interest in the Trademarks listed below in paragraphs 1 and 4;

**WHEREAS**, Licensor is the owner of certain Trademarks listed below in paragraphs 2 and 3 (such Trademarks, the "**Licensed Trademarks**") associated with the manufacture of certain products as indicated in the registrations thereof (the "**Products**"); and

**WHEREAS**, Licensee owns plant, production and distribution facilities capable of producing and distributing certain of the Products, specifically wire cloth, vibrating screen machines and vibrating screen machine parts (the "**Approved Products**") in accordance with the quality standards previously established by Licensor; and

**WHEREAS**, both parties are desirous that Licensee use certain specified Trademarks to market its wire cloth products on a worldwide basis; and

**WHEREAS**, both parties are desirous that Licensee use certain specified Trademarks solely in Canada to market vibrating screen machines and vibrating screen machine parts; and

**WHEREAS**, Licensor and Licensee are desirous of resolving certain disputes that have arisen as to the use of Licensor's Trademarks without admitting liability with respect to such disputes.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein, Licensee and Licensor do hereby agree as follows:

1. Grant Regarding Wire Cloth Products. Subject to Licensor's receipt of the consent of NationsBank, N.A. under the Loan and Security Agreement (as defined below), Licensor hereby assigns to Licensee all of its right, title and interest world-wide in the following Trademarks in connection with the sale and marketing of Licensee's woven wire cloth products:

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
<b>Bond-Tite</b>	Canada	165102
<b>Bond-Tite</b> [registered for "wire cloth having edging applied thereto"]	United States	41722/397169
<b>Press-Lock</b>	Canada	153522
<b>Ton-Cap</b>	Canada	18198
<b>Ton-Cap</b> [registered for "only woven wire sieves and rubber sieves"]	Mexico	208982
<b>Ton-Cap</b> [registered for "woven-wire fabrics for screens"]	United States	78,553 ✓
<b>Ty-Dura</b> [registered for "conveyor grading screens"]	Canada	391023
<b>Ty-Loy</b>	Canada	NS20/5803
<b>Ty-Loy</b> ["woven wire screens"]	Mexico	209016
<b>Ty-Loy 88</b> ["wire screen sieves and rubber sieves"]	Mexico	209017
<b>Ty-Rod</b> ["wire fabric for screening purposes"]	Canada	NS29/8131
<b>Ty-Rod</b> ["only woven wire screens and rubber screens (sifters)"]	Mexico	217408
<b>Ty-Rod</b> ["wire fabric for screening purposes"]	Philippines	37294
<b>Ty-Rod</b> ["wire fabric for screening purposes"]	United States	0000102467 ✓
<b>Tyrethane</b>	Canada	224392
<b>Tyrethane</b> ["screen grizzlies, screen panels, fastening joints and packing strips for spaces between screen panels and grizzlies, all these products used in installation of a vibrated screen machine"]	Mexico	353557

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
<b>Tyrethane</b> [screen sections, etc. for vibrated screen machines]	Philippines	43458
<b>Tyrethane</b> [screen sections, etc. for vibrated screen machines]	United States	1047136 ✓

2. License Regarding Wire Cloth Products. Subject to the limitations of the Settlement Agreement (including, without limitation, Paragraph 2 thereof), Licensor hereby grants to Licensee the right to use, and Licensee hereby undertakes to use, world-wide the following Trademarks solely in connection with the sale and marketing of Licensee's woven wire cloth products:

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
<b>Tyler</b> ["wire cloths" and screening media]	Canada	124196
<b>Tyler</b> ["wire cloths" and screening media]	United States	52388
<b>Tyler</b> ["woven wire screens for industrial and mining uses not being machines or parts of machines; wall and ceiling paneling of woven wire; . . ."]	Australia	B197097
<b>Tyler</b> [woven wire screen and rubber screens]	Mexico	207106
<b>Tyler</b> [woven wire screens and wall and ceiling paneling of woven wire]	United Kingdom	847662

3. License Regarding Vibrating Screen Machines. Subject to the limitations of the Settlement Agreement (including, without limitation, Paragraph 2 thereof), Licensor hereby grants to Licensee the right to use, and Licensee hereby undertakes to use, the following Trademarks solely in Canada and solely and exclusively in connection with vibrating screen machines and vibrating screen machine parts:

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
<b>Ty-Rock</b> [registered for "vibrated screen separating machines"]	Canada	NS20/5980

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
<b>Ty-Rocket</b> [registered for "woven wire power operated vibrating screens for screening and classifying bulk materials"]	Canada	121129
<b>Ty-Level</b> [registered for "vibrating apparatus namely: screening apparatus"]	Canada	140986
<b>Ty-Speed</b> [registered for "vibrating equipment, namely screen and bin vibrators"]	Canada	0000119463
<b>Tyler and T-Design</b> [registered for "screening machinery and apparatus, woven wire screens for various industrial uses, and for woven wire metal having a high degree of light reflectivity used for elevator cabs, doors, entrance ways wall and ceiling paneling"]	Canada	136760
<b>Hum-mer</b>	Canada	0217/47397

4. Grant Regarding Urethane Coating. Subject to Licensor's receipt of the consent of NationsBank, N.A. under the Loan and Security Agreement, Licensor hereby assigns to Licensee all of its right, title and interest world-wide in the following Trademark in connection with Licensee's urethane coating products:

<u>TRADEMARK</u>	<u>COUNTRY</u>	<u>REGISTRATION NO.</u>
<b>Ty-Coat</b> [registered for "urethane coating"]	Canada	391022

5. Use. Licensee may manufacture, distribute and sell the Approved Products and shall use the Licensed Trademarks only on the Approved Products manufactured by Licensee in accordance with the standards, specifications, directions, and processes utilized by Licensee as of the date of this Agreement.

6. Quality Control. Licensee shall maintain the quality of the Approved Products at a level equal to or greater than the quality of similar products manufactured and sold by Licensee as of the date of this Amended and Restated Trademark License. Licensor shall have the right to visit the premises of Licensee upon reasonable notice and during normal business hours to inspect the Approved Products manufactured and sold by Licensee under this Amended and Restated Trademark License and Licensee shall, upon request of Licensor, submit to Licensor, or to its duly authorized representatives, samples of the Approved Products which it sells or intends to sell under the Amended and Restated Trademark License for the purpose of insuring that such

Approved Products meet the aforesaid quality control standards of Licensor; provided that this sentence shall not apply to the Approved Products associated with the Licensed Trademarks licensed to Licensee pursuant to Paragraph 3 hereof until the first anniversary of the effective date of this Agreement.

7. Advertising; Labeling. Whenever Licensee uses the Licensed Trademarks in advertising, marketing, selling or in any other manner, Licensee shall clearly indicate Licensor's ownership of the Licensed Trademarks. Licensee shall provide Licensor with samples of all promotional material, literature, packages, labels and labeling prepared by Licensee containing the Licensed Trademarks. When using the Licensed Trademarks under this Amended and Restated Trademark License, Licensee undertakes to comply with all laws of Canada, the United States and of the provinces, states and foreign countries where the Products or the Approved Products, as the case may be, are marketed pertaining to the Licensed Trademarks.

8. Assignment. The rights granted herein to Licensee shall be non-divisible and shall not be assigned or otherwise transferred without Licensor's prior written consent.

9. Royalties. In consideration of the rights granted to Licensee, Licensee shall pay to Licensor an annual royalty fee in an amount equal to the costs of paying any registration and maintenance fees during the then applicable year with respect to such Licensed Trademarks. Licensor shall use commercially reasonable efforts to renew the Licensed Trademarks licensed to Licensee pursuant to paragraph 2 hereof until the earlier of the date on which (x) this Agreement is terminated in accordance with its terms, (y) Licensee notifies Licensor that Licensor may cease renewing such Licensed Trademarks or (z) Licensee abandons such Licensed Trademarks. Licensee shall reimburse Licensor for all of its costs, fees (including without limitation legal fees) and expenses incurred by Licensor in connection with such renewals.

10. Reservation Of Rights. All rights relating to the Trademarks not expressly granted in this Amended And Restated Trademark License are hereby reserved to Licensor.

11. Indemnification. Licensor assumes no liability to Licensee or third parties with respect to the performance of any product manufactured or sold by Licensee under the Trademarks. Licensee shall indemnify and save harmless Licensor from all claims of third persons arising out of the manufacture or sale of any such product by Licensee and activities incidental thereto.

12. Insurance. Licensee shall obtain and maintain at its own expense product liability insurance from a qualified insurance carrier, in an amount of \$5,000,000 for bodily injury liability and \$1,000,000 for property damage, naming Licensor as additional named insured in connection with the use of Licensee's products. The policies shall be non-cancelable except after ten (10) calendar days' prior written notice to Licensor. Licensee shall furnish Licensor with a copy of such policy or policies no later than seven (7) calendar days from the date on which this Agreement is fully executed.

13. Terms/Termination. The license granted pursuant to this Amended and Restated Trademark License shall exist in perpetuity; provided, however, that in the event that Licensee fails to comply with any provision of this Agreement, Licensor may terminate this Amended and

Restated Trademark License upon not less than sixty (60) days' written notice to Licensee, but if Licensee shall correct such default during the notice period, the notice shall be of no further force or effect.

14. Ownership.

(a) Licensee represents and warrants, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, that the sole action that any of them have taken regarding the opposition of Licensor's applications or registrations of any of the Trademarks or any other intellectual property (including trademarks) derivative thereof or similar thereto is to have opposed Licensor's application to register "Tyler" in South America.

(b) Licensee, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, further represents and warrants that none of them have taken any further action to oppose any application or registration of Licensor and further have made no attempt to register any of the Trademarks or any other intellectual property (including trademarks) derivative thereof or similar thereto.

(c) Licensee, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents acknowledges Licensor's exclusive right, title, and interest in and to the Licensed Trademarks and will not at any time do or cause any act or thing contesting or in any way impairing or tending to impair any part of such right, title and interest. Licensee hereby agrees, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, that none of them shall in any manner represent that they have any ownership in the Licensed Trademarks or registration thereof, and Licensee acknowledges, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners, and each of their respective officers, directors, employees, attorneys, advisors and other agents that use of the Licensed Trademarks shall not create any right, title or interest in Licensee or any such person, but all uses of the Licensed Trademarks by Licensee shall inure to the benefit of Licensor. Upon termination of this Amended and Restated Trademark License in any manner provided herein, Licensee hereby agrees, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents that each of them will cease and desist from all use of the Licensed Trademarks in any way and will deliver to Licensor or its duly authorized representatives the logotype of the Licensed Trademarks together with all advertising and promotional materials and signs containing the Licensed Trademarks.

(d) Licensee hereby agrees, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, that each of them shall promptly assign to Licensor any current or pending trademark registrations, as well as any current or pending trademark applications, along with any common law rights associated with any such trademarks, that it has for "Tyler", "W.S. Tyler", "Ty", or any other of Licensee's trademarks anywhere in the world (including, without limitation, any of the Licensed Trademarks), except as expressly permitted by this Agreement, and each of them shall execute in good faith all documents needed to effectuate any such assignment. Licensee, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, represents and warrants that none of them have any right, title, or interest in any other trademarks that are identical to, based upon, derived from, or in any way similar to any Licensed Trademark or other trademarks owned by Licensor in any country in the world except as expressly permitted by this Agreement.

(e) Without limiting the foregoing, Licensee hereby agrees, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners, and each of their respective officers, directors, employees, attorneys, advisors and other agents, that none of them shall use or attempt to register any Licensed Trademark or other trademarks that are identical to, derived from, or in any way similar to any of Licensor's trademarks (including, without limitation, any of the Licensed Trademarks) anywhere in the world, except as expressly permitted by this Agreement. Further, without limiting the foregoing, Licensee hereby agrees on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, that each of them shall adhere to the provisions of paragraph 2 ("Use of Trade Names And Trademarks") to the Settlement And Non-Competition Agreement ("Settlement Agreement"), dated as of July 23, 1999, entered into by and between Licensee and Licensor, among other parties, which Settlement Agreement is expressly incorporated by reference into this Amended and Restated Trademark License.

(f) Licensee, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, also agrees that each of them will immediately cease opposing Licensor's efforts to register its "Tyler" trademark anywhere in South America and further agrees never to oppose, but to the contrary, agrees to assist Licensor's efforts to register any of Licensor's trademarks (including, without limitation, the Licensed Trademarks) and any derivations thereof anywhere in the world. Licensor hereby agrees to reimburse Licensee for 50% of Licensee's reasonable legal fees incurred by Licensee from and after the date of this Agreement in connection with the cessation of Licensee's current opposition to Licensor's efforts to register its "Tyler" trademark in the applicable jurisdictions in South America.

(g) Licensee on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general),



shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, hereby acknowledges and agrees that the Licensed Trademarks are subject to a senior perfected security interest in favor of NationsBank, N.A. under that certain Loan and Security Agreement, dated as of February 26, 1998 ("Loan and Security Agreement") and, accordingly, all rights and claims of Licensee hereunder are fully subordinated to those of NationsBank, N.A.

15. Certain Affiliates, Etc. Tylinter hereby agrees to cause each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents to comply with each and every one of the covenants and agreements set forth in this Agreement as if each of these entities or persons was a party to this Agreement. In the event that any of Tylinter's direct or indirect parents, subsidiaries, affiliates, partners (limited or general), partnerships (limited or general), shareholders or owners or any of their respective officers, directors, employees, attorneys, advisors or agents fail to comply with any of the covenants or agreements set forth in this Agreement, Tylinter, Cummings Point (1989) Ltd. and Haver Tyler, Inc., shall be jointly and severally liable for any such breach.

16. Notices. Any notices required or permitted to be given under this Amended and Restated Trademark License shall be deemed sufficiently given if mailed by registered mail, postage prepaid, addressed to the party to be notified at its address shown on the signature pages hereof, or at such other address as may be furnished in writing by such party to the notifying party.

17. Governing Law. The rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and shall be governed by, the laws of the State of North Carolina, without regard to principles of conflict of laws.

18. Choice Of Forum. Each of Licensee, on its own behalf and on behalf of all of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, and Licensor agree that any litigation or claim between them regarding the enforcement, interpretation, or application of this Agreement or regarding the subject matter thereof shall be resolved exclusively in a court of competent jurisdiction within the State of North Carolina, and the parties agree to submit to the jurisdiction of such court for that purpose.

19. Authorized Signatures. By their authorized signatures below, the parties to this Agreement represent that they have had an opportunity to review and discuss the terms of this Agreement with attorneys or advisors of their own choosing, and that they have signed this Agreement voluntarily with full understanding of its legal consequences.

20. Integrated Agreement. This Agreement and the Settlement Agreement constitutes and contains the complete understanding of the parties with respect to the subject matters addressed herein, and supersedes and replaces all prior negotiations and all agreements, proposed or otherwise, whether written or oral, concerning the subject matters hereof. This is an

integrated document. This Agreement may not be altered, modified, or amended except by an instrument in writing signed by all of the parties hereto.

21. Severability. If any provision of this Amended and Restated Trademark License is held invalid, such invalidation shall not affect other provisions or applications of the Agreement which can be given effect without the invalid provision or application and, to this end, the provisions of this Agreement are declared to be severable.

22. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to constitute an original but all of which shall constitute one and the same instrument. Photographic and facsimiled copies of such signed counterparts may be used in lieu of the originals for any purpose.

23. Drafting. Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, the same shall not be construed against any party on the basis that that party was the drafter.

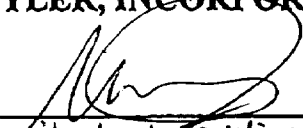
24. Captions. The paragraph headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

25. No Waiver Of Breach. No waiver of any breach of any term or provision of this Agreement shall be construed to be, nor shall be, a waiver of any other breach of this Agreement. No waiver shall be binding unless in writing and signed by the party waiving the breach.

26. Further Assurances. At any time after the date of this Agreement, Licensee, on behalf of itself and each of its direct and indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders and owners and each of their respective officers, directors, employees, attorneys, advisors and other agents, on the one hand, and Licensee, on the other hand, shall promptly execute, acknowledge and deliver such further documents and take such other actions as may be necessary or appropriate to further evidence the agreements contained herein. Notwithstanding anything to the contrary contained herein, Licensee agrees to pay any and all fees, expenses, taxes, and other costs incurred on or after the date of this Agreement by Licensor in connection with the transactions contemplated by this Agreement, including but not limited to any legal fees or expenses incurred by Licensor in connection therewith.

IN WITNESS WHEREOF, this Amended and Restated Trademark License has been executed as of the day and year first above written.

**W.S. TYLER, INCORPORATED**

By:   
Name: Herbert S. Winokur, Jr.  
Title: Chairman

Address: 3200 Bessemer City Road  
Gastonia, North Carolina  
Attention: Rick Hallman  
Facsimile: (803) 736-9527

**TYLINTER, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_  
Facsimile: \_\_\_\_\_

IN WITNESS WHEREOF, this Amended and Restated Trademark License has been executed as of the day and year first above written.

W.S. TYLER, INCORPORATED

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

Address: 3200 Bessemer City Road  
Gastonia, North Carolina  
Attention: Rick Hallman  
Facsimile: (803) 736-9527

TYLINTER, INC.

By: Randy Balchey  
Name: Randy Balchey  
Title: Asst. Sect

Address: 8570 Mentor Blvd  
Mentor Ohio 44060  
Attention: Jerry King  
Facsimile: 440 979-0921

**ACKNOWLEDGED AND AGREED** by the following parties that each will fully comply with all of the terms and conditions of this Agreement and, pursuant to Paragraph 15 of this Agreement, will be jointly and severally liable, along with Tylinter, for any breach of this agreement by Tylinter or any of its direct or indirect parents, subsidiaries, affiliates, partners (limited and general), partnerships (limited and general), shareholders or owners or any of their respective officers, directors, employees, attorneys, advisors or other agents:

**CUMMINGS POINT (1989) LTD.**

By: Randy Bolebey  
Name: Randy Bolebey  
Title: President  
Address: 225 Ontario Street P.O. Box 3006  
St Catharines, Ontario L2R 7B6  
Attention: Randy Bolebey  
Facsimile: 905 688-9582

**HAVER TYLER, INC.**

By: Randy Bolebey  
Name: Randy Bolebey  
Title: President  
Address: 8570 Mentor Blvd  
Mentor Ohio 44060  
Attention: Jerry King  
Facsimile: 440 974-0921