

1-13-03



OMB No. 0651-0011 (exp. 4/94)

102355790

To the Honorable Commissioner of

original documents or copy thereof.

1. Name of conveying party(ies):
Alice L. Landry dba Revetment Systems

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 receiving party(ies)
Name: Petrattech, Inc.
Internal Address: _____
Street Address: 4444 West 78th Street
City: Bloomington State: MN ZIP: 55435

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations 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 _____

Execution Date: January 31, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,996,925
2,223,901

Additional numbers attached? Yes No

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

Name: Jamie Nafziger
 Internal Address: Dorsey & Whitney LLP

 Street Address: Suite 1500, 50 South Sixth Street

 City: Minneapolis State: MN ZIP: 55402-1498

6. Total Number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41)..... \$ 65.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
04-1420

(Attach 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.

Jamie Nafziger
Name of person Signing

Jamie Nafziger
Signature

1/10/03
Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

02/03/2003 LMUELLER 00000070 1996925

01 FO:8521 40.00 OP
 02 FO:8522 25.00 OP

BOX ASSIGNMENT
 Director - U.S. Patent and Trademark Office
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

Agreement

This agreement is entered effective January 31, 2001 by and between Keystone Retaining Wall Systems, Inc. (hereinafter referred to as "Keystone") a Minnesota corporation, its wholly owned subsidiary Petratch, Inc., a Minnesota Corporation (hereinafter referred to as "Petratch"), Alice Landry, a Texas resident (hereinafter referred to as Mrs. Landry), and Revetment Systems, Inc., a Texas Corporation (hereinafter referred to as "RSI").

Recitals

1. Alice Landry is the owner of the trademarks, patents and know-how associated with the revetment system known as "Petriflex". The Petriflex system was developed by Mrs. Landry's husband, Koss Landry. Upon Koss Landry's death, Mrs. Landry inherited all right, title and interest in and to the Petriflex revetment system.
2. By an agreement dated August 8, 1995 (hereinafter referred to as the "License Agreement"), Mrs. Landry, doing business as Revetment Systems, granted a license to Keystone Retaining Wall Systems, Inc to make, use and sell the Petriflex revetment system using patents and trademarks owned or controlled by Mrs. Landry. A true copy of the License Agreement is attached as Exhibit A.
3. By a Memorandum of Agreement dated September 16, 1998, the License Agreement was amended in certain respects. A true copy of the Memorandum of Agreement is attached hereto as Exhibit B.
4. Petratch, Inc. is a wholly owned subsidiary of Keystone Retaining Wall Systems, Inc. and was formed by Keystone to operate the Petriflex business. Keystone has assigned all of its rights under the License Agreement and Memorandum of Agreement to Petratch.
5. Revetment Systems, Inc. was formed by Mrs. Landry as a Texas Corporation. Mrs. Landry assigned all of her right, title and interest in the License Agreement to Revetment Systems, Inc. ("RSI")
6. The parties mutually desire to enter an agreement by which Petratch, Inc. will acquire all of Mrs. Landry's, and Revetment Systems, Inc.'s rights, title and interest in and to the Petriflex product, including all patents, trademarks, copyrights, and know-how, and any other assets associated with the Petriflex product line in exchange for the payment of the consideration identified below. The parties have negotiated the terms and consideration for a transfer of all such rights from Revetment Systems, Inc. and Mrs. Landry to Petratch, and those terms are set forth in the following agreement.

Operative Provisions

In consideration of the premises, and of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

Definitions

1. "Effective Date" shall mean January 31, 2001.
2. "License Agreement" shall mean the License Agreement dated August 5, 1995 by and between Alice L. Landry dba Revetments Systems, and Keystone Retaining Wall Systems, Inc., attached hereto as Exhibit A.
3. "Patents" shall mean any patents owned or controlled by Revetment Systems, Inc. and/or Alice L. Landry pertaining to erosion control products, including but not limited to those patents listed in Exhibit A.
4. "Know-how" shall mean all information owned or controlled by Mrs. Landry or Revetment Systems, Inc., whether patentable or not, pertaining to the revetment system known as Petraflex, including but not limited to all test reports and other data relating to the performance of the Petraflex system.
5. "Copyright Materials" shall mean all copyrightable means of expression owned or controlled by Mrs. Landry or Revetment Systems, Inc. relating to the revetment system known as Petraflex.
6. "Trademarks" shall mean "Petriflex" and any other trademarks owned or controlled by RSI and/or Alice L. Landry pertaining to the Petraflex business.
7. "Memorandum of Agreement" shall mean the Memorandum of Agreement dated September 16, 1998, amending the License Agreement in certain respects, attached hereto as Exhibit B.

Representations and Warranties

1. Good Standing – RSI. RSI represents and warrants that RSI is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and that RSI has all requisite corporate power and authority to execute, deliver and perform this Agreement, and to consummate the transactions contemplated hereby.
2. Good Standing- Keystone and Petratch. Petratch and Keystone each represents and warrants that it is a corporation duly organized, validly existing and in good standing under the laws of the State of Minnesota, and that Keystone and Petratch have all requisite corporate power and authority to execute, deliver and perform this Agreement, and to consummate the transactions contemplated hereby.
3. Authorization of Transaction. Petratch, Keystone and RSI each respectively represent and warrant that all corporate and other actions or proceedings to be taken by or on the part of either party to authorize and permit the execution and delivery by it of this Agreement and the instruments required to be executed and delivered by it pursuant hereto, the performance by it of its obligations hereunder, and the consummation by it of the transactions

contemplated herein, have been duly and properly taken. This Agreement has been duly executed and delivered by each and is enforceable against it.

4. Title to Assets. RSI represents and warrants that it has good and marketable title to the Patents, Trademarks, Know-how, Copyright Materials, License Agreement and Memorandum of Agreement, and that they are not subject to any lien or security interest. Notwithstanding this warranty, and particularly excluded from it, and representations in connection herewith, Petratch and Keystone each acknowledges notice of claims in connection with prior pending lawsuits styled: Civil Action No. H-96-577; Keystone Retaining Wall Systems, Inc. and Revetment Systems, Inc. v. Rudloff Brick & Tile Sales, Inc., Kermit Rudloff and Terry Rudloff; and Civil Action No. 31932; Rudloff Brick & Tile Sales, Inc., v. Alice L. Landry et al, in the district court of Washington County, Texas, in the 21st District.
5. Non-Contravention, etc. RSI represents and warrants that neither the execution and delivery of this Agreement nor the consummation of any of the transactions contemplated hereby does or will constitute, result in or give rise to a breach of or a default or violation by RSI of any agreement or contract with a third party.
6. Fees. Keystone and Petratch represent and warrant that all fees due to RSI under the License Agreement, as amended by the Memorandum of Agreement, that have accrued up to the Effective Date, have been or will be paid in full when due according to the terms of the License Agreement.

Agreements

1. Keystone shall pay Revetment Systems the sum of \$600,000.00 (Six hundred thousand United States dollars) payable through a promissory note in the form attached hereto as Exhibit D (the "Promissory Note").
2. In exchange for the consideration set forth above, RSI hereby assigns to Keystone all of its rights, title and interest in and to the Patents, Trademarks, License Agreement and Memorandum of Agreement, with such assignment to be effective upon payment in full of the principle amount of the Promissory Note or the liquidated damages as provided under paragraph 14.
3. The License Agreement and Memorandum of Agreement are hereby terminated and discharged by mutual accord and satisfaction as of the Effective Date.
 - a. RSI and Mrs. Landry hereby release Petratch, Keystone, and any of their officers, directors and shareholders (including Contech Construction Products) from any and all claims, damages, payments or other obligations arising from or relating to the License Agreement and the Memorandum of Agreement, including, but not limited to the obligation to pay royalties under those agreements.
 - b. Petratch and Keystone hereby release RSI, Mrs. Landry, and any of RSI's officers, directors and shareholders from any and all claims, damages, payments or other obligations arising from or relating to the License Agreement and the Memorandum of Agreement.

4. Each party agrees that if it breaches any of the representations and warranties set forth in this Agreement that it shall indemnify and hold the other party harmless from any claims, damages, or expenses incurred by the other party as a result of such breach.
5. Mrs. Landry and RSI hereby each releases Keystone, Petratch, and each of their shareholders, officers, employees, agents and successors or assignees from any and all obligations, claims, damages or causes of action that Mrs.Landry and/or RSI has, or may have, whether known or unknown, arising out of the License Agreement, the Memorandum of Agreement, or any of the parties' past dealings relating to those agreements except that this release does not release claims based upon the breach of a representation or warranty or other obligations set forth in this agreement.
6. Keystone and Petratch hereby each releases Mrs.Landry, Revetment Systems and each of their shareholders, officers, employees, agents and successors, heirs or assignees from any and all obligations, claims, damages or causes of action that is has, or may have, whether known or unknown, arising out of the License Agreement, the Memorandum of Agreement, or any of the parties past dealings relating to those agreements except that this release does not release claims relating to the breach of a representation or warranty or other obligations set forth in this agreement.
7. Notices: All notices required or permitted under this Agreement shall be sufficiently delivered by personal delivery, facsimile transmission, or by postage prepaid United States mail, certified with return receipt requested and addressed to the party receiving same as follows:

Keystone Retaining Wall Systems, Inc.
and Petratch, Inc.
4444 W. 78th Street
Bloomington, MN, 55435
Attention: President

Alice L. Landry
and
Revetment Systems, Inc.
c/o 19819 Dawn Mist Drive
Humble, TX 77346

With a copy to

Revetment Systems, Inc.
c/o Michael A. Hirsch, Esq.
Law Offices of Michael A. Hirsch, P.C.
1301 McKinney, Suite 2910
Houston, TX 77010

and

Ms. Alice L. Landry
c/o Michael A. Hirsch, Esq.
Law Offices of Michael A. Hirsch, P.C.
1301 McKinney, Suite 2910
Houston, TX 77010

8. Arbitration: All disputes arising out of or in connection with this agreement shall be finally settled by Arbitrations under the rules of the American Arbitration Association (the "Rules") then in effect by one or more arbitrators. In the event that the parties have not appointed an arbitrator, or arbitrators, within (30) days after the invocation of arbitration proceedings, then arbitrators may be appointed pursuant to the Rules. Judgment upon the award rendered by the arbitration(s) may be entered in any court competent jurisdiction. The site of arbitration shall be in Minneapolis, Minnesota.
9. Severability: If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions.
10. Assignment: This Agreement may be assigned by either party. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.
11. Governing Law: This Agreement shall be governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts laws.
12. Amendments: This Agreement contains the entire understanding between the parties and supersedes all prior agreements and understandings, written or oral between the parties relating to the subject matter hereof. No provision hereof may be altered, amended, modified, waived or discharged in any way whatsoever except by written agreement executed by both parties.
13. Time of the Essence. Time is of the essence in this Agreement and each and all of its terms and provisions.
14. Liquidated Damages. The parties hereto do hereby stipulate and agree that the consideration provided in payment hereof (\$600,000.00) shall, in the event of default of that payment, constitute liquidated damages, acknowledging that damages for the breach of payment hereof is either or both incapable or not given to adept or ready calculation and determination, although the indicated amount is a good faith and reasonable estimate, non-punitive in nature and extent. Such liquidated damages shall be the sole remedy in the event of default of payment, and all other damages, including consequential, punitive or other compensatory damages are hereby waived, except that the prevailing party may recover its reasonable attorneys fees and court costs, and any interest awarded pre-judgment or post judgment.

Signatures

In witness of their agreement, the parties have signed this agreement to be effective on the date set forth above.

PETRATECH, INC.

By: William B. Dawson
William B. Dawson

Its: [Signature]

KEYSTONE RETAINING WALL SYSTEMS,
INC.

By: William B. Dawson
William B. Dawson

Its: Resident

REVETMENT SYSTEMS, INC.

By: Alice L. Landry
Alice L. Landry

Its: President

ALICE L. LANDRY

Alice L. Landry

LICENSE AGREEMENT

This License Agreement is entered into by and between ALICE L. LANDRY dba Revetment Systems ("Licensor"), an individual of Harris County, Texas, and KEYSTONE RETAINING WALL SYSTEMS, INC. ("Licensee"), a Minnesota Corporation.

WHEREAS, Licensor is the owner of certain patent, trademark and know-how rights pertaining to certain revetment systems, including those commonly referred to as "Petraflex;" and,

WHEREAS, Licensor desires to grant Licensee an exclusive license, subject to certain pre-existing grants of licenses, including the right to sublicense, to make, use and sell such products, including the exclusive right to use certain trademarks in connection with such products, in the territory as hereinafter described, and Licensee desires to sublicense various entities to make, use and sell such products;

NOW THEREFORE, Licensor and Licensee have agreed, for good and valuable consideration, the receipt of which is hereby acknowledged, as follows:

1. SUBJECT MATTER AND DEFINITIONS.

This Agreement concerns the know-how, trademark and patent rights, if any, necessary and/or useful to manufacture, use and sell the revetment system product line referred to as "Petraflex" and the trademark "Petraflex." As used in this agreement, the following terms, when capitalized, shall have the following meanings:

- 1.1 The "LICENSED PRODUCTS" means the revetment systems that Licensor has developed, owns and controls, including that commonly known as "Petraflex" and all variations to those systems and any and all new products resulting from improvements or developments to such systems.
- 1.2 The "KNOW-HOW" means all information, including all

proprietary confidential or trade secret information, whether patentable or not, relating to the licensing, making, using or selling of the LICENSED PRODUCTS, whether currently in existence or subsequently developed.

- 1.3 The **"PATENT RIGHTS"** means all issued or pending United States or foreign patents, utility models, design registrations, and any divisions, continuations or reissuances thereof, which claim rights in any invention relating to the manufacture, use or sale of the LICENSED PRODUCTS, whether currently in existence or subsequently developed.
- 1.4 The **"TRADEMARKS"** means "Petraflex" and any other trademarks Licensor has used in connection with the LICENSED PRODUCTS, whether currently in existence or subsequently developed.
- 1.5 The **"COPYRIGHT MATERIAL"** means and includes all writings, documents, promotional materials, graphic art, photographs, videos, computer software, or other copyrightable means of expression owned by Licensor that relate to the LICENSED PRODUCTS, whether currently in existence or subsequently developed.
- 1.6 The **"TERRITORY"** shall be world-wide.
- 1.7 The **"EFFECTIVE DATE"** shall mean the last date on which this Agreement is signed by the PARTIES, as indicated below the signatures of the PARTIES.
- 1.8 The **"PARTIES"** shall mean Alice L. Landry dba Revetment Systems ("Licensor") and Keystone Retaining Wall Systems, Inc. ("Licensee").

2. REPRESENTATIONS AND WARRANTIES.

The PARTIES make the following representations and warranties:

- 2.1. Licensee represents and warrants that it is a corporation duly organized and in good standing under the laws of the states recited above, and has the requisite legal authority to enter this agreement.
- 2.2 Licensee represents and warrants that the entry of this agreement, and the performance of all obligations thereunder, have been duly reviewed and authorized by its Board of Directors.
- 2.3 Licensor represents and warrants that Licensor is the sole and lawful owner of all right, title and interest in and to the LICENSED PRODUCTS, including all of the PATENT RIGHTS, KNOW-HOW, COPYRIGHT MATERIAL and TRADEMARKS, that all of the patents, patent applications and trademark registrations are identified on Schedule A and that Licensor has not heretofore conveyed, licensed, assigned, or transferred, whether voluntarily, by operation of law, or otherwise, any interest in or rights thereto, except as disclosed on Schedule B.
- 2.4 Licensor represents and warrants that the PATENT RIGHTS have not been the subject of any patent infringement litigation, except as disclosed in Schedule C.
- 2.5 Licensor represents and warrants that U.S. Utility Patent Nos. 4,227,829; 4,417,842; and, 4,486,120; and, U. S. Design Patent No. Des 351,914 are validly issued and in effect, that to Licensor's knowledge no claim has been made contesting the validity of any of the PATENT RIGHTS, and that Licensor is not aware of any basis for a finding that such are invalid or unenforceable.
- 2.6 Licensor represents and warrants that Pending Design Patent Application Serial No. 29/030,248 was duly filed on October 24, 1994, and that such application is in good standing.

3. LICENSE GRANT AND ACCEPTANCE.

Subject to certain pre-existing grants of licenses, as disclosed on **Schedule B**, Licensor grants Licensee an exclusive license to use the LICENSED PRODUCTS, including all PATENT RIGHTS, KNOW-HOW, COPYRIGHT MATERIAL and TRADEMARKS, on the following terms:

- 3.1. Patent Rights License. Licensor grants Licensee the exclusive license to make, use and sell LICENSED PRODUCTS using the PATENT RIGHTS in the TERRITORY.
- 3.2. Know-How License. Licensor grants Licensee the exclusive license to use the KNOW-HOW in connection with the LICENSED PRODUCTS in the TERRITORY.
- 3.3. Trademark License. Licensor grants Licensee the exclusive license to use the TRADEMARKS in connection with the LICENSED PRODUCTS in the TERRITORY.
- 3.4. Copyright License. Licensor grants Licensee the exclusive license to use the COPYRIGHT MATERIAL, in connection with the LICENSED PRODUCTS in the TERRITORY.
- 3.5. Sublicensing. The PARTIES agree that Licensee shall exploit the foregoing license grants through sublicensing to third parties. Licensor grants Licensee the right to sublicense the LICENSED PRODUCTS, including all PATENT RIGHTS, KNOW-HOW, COPYRIGHT MATERIAL and TRADEMARKS, throughout the TERRITORY.
- 3.6. Exclusive License. The license granted herein is an exclusive license. Licensor shall not grant to any other person or entity any license in the TERRITORY to make, use or sell the LICENSED PRODUCTS using the PATENT RIGHTS, the KNOW-HOW, the COPYRIGHT MATERIAL, and/or the TRADEMARKS, except as disclosed on **Schedule B**.

3.7 Acceptance of License. Licensee accepts the foregoing license grant according to all of the terms and conditions of this Agreement.

4. DUTIES OF THE LICENSOR.

Licensor agrees to perform the following duties under this agreement and shall be solely responsible for any expenses arising from such performance:

4.1 Transfer of KNOW-HOW. Licensor agrees to transfer to Licensee all KNOW-HOW in its possession or control that is reasonably necessary or useful to exploit the PATENT RIGHTS or TRADEMARKS or to allow Licensee effectively to sublicense rights to make, use, and sell the LICENSED PRODUCTS. Immediately upon execution of this Agreement, Licensor shall, to the extent such materials are reasonably accessible, and their disclosure does not (1) violate Licensor's legal obligation to maintain the confidentiality of a third party's information or (2) infringe a third party's trademark or copyright, provide to Licensee a technical data package consisting of the following materials:

- (a) All information reasonably necessary to assist Licensee in sublicensing the LICENSED PRODUCTS, including all detailed specifications for each component, standards of quality, vendor names, and costs and pricing.
- (b) All current engineering data and designs developed to date relating to the LICENSED PRODUCTS including product testing, empirical and/or analytical studies of product capabilities, analyses of any product-related failures, case studies, and preliminary and final engineering designs for typical installation conditions.
- (c) All design details developed to date and construction details for typical installations.

- (d) Available product approval submittals that have been provided to any private or governmental bodies.
- (e) A list of jurisdictions that have approved the system and copies of the approval letters, if any.
- (f) Examples of all sales and marketing materials developed to date by Licensor or its present Licensees.
- (g) All contracts Licensor has used with licensees, dealers or installers.
- (h) All installation instructions and inspection standards.
- (i) Photographs and graphic art work illustrating installation techniques, product capabilities, and product aesthetics.
- (j) All documentation relating to new product research and development, and to improvements to, or design variations of, the LICENSED PRODUCTS, including any patent applications.
- (k) Any other tangible KNOW-HOW that is reasonably necessary to assist Licensee in developing the business licensed hereunder.

4.2 Ongoing Consulting. Licensor shall provide Licensee such consultation as may be reasonably required during the thirty-six (36) month period following the EFFECTIVE DATE. Such consulting shall be limited in extent and shall not require travel, except on an isolated basis. Licensee shall designate an agent who will request and receive such consulting services on behalf of Licensee. Licensee shall reimburse Licensor for all ordinary and necessary business expenses Licensor incurs while performing such consulting, including all out-of-town travel expenses, but Licensor shall not be entitled to a consulting fee.

- 4.3 Extended Consulting. The Parties shall negotiate on a case-by-case basis a consulting fee for any extended or repeated consulting obligations by Licensor.
- 4.4 United States Patent Prosecution and Maintenance. Licensor shall be solely responsible for payment of all expenses it has incurred prior to the EFFECTIVE DATE with respect to any patent applications concerning the PATENT RIGHTS.
- 4.5 Cooperation in Securing Intellectual Property Rights. Licensor shall cooperate fully with Licensee in the prosecution of any foreign or domestic patent, utility model, design registration, copyright or trademark application and shall promptly execute any required powers of attorney, assignments, or other documents.

5. DUTIES OF THE LICENSEE.

Licensee agrees to perform the following duties under this agreement and shall be solely responsible for any expenses arising from such performance:

- 5.1 Sublicensing. Licensee shall diligently seek to establish qualified sublicensees and shall diligently pursue all leads regarding prospective sublicensees throughout the TERRITORY.
- 5.2 Development of Marketing Materials. Licensee shall develop a set of marketing materials for the LICENSED PRODUCTS and shall update such materials as needed during the course of this Agreement for new product introductions and other needs.
- 5.3 Product Support and Administration. Licensee shall provide customers and licensees with technical and marketing support on an ongoing basis. Licensee shall establish an office and communications to support the sublicensing of the LICENSED PRODUCTS within thirty (30) days of the EFFECTIVE DATE. Licensee shall provide overall administration and recordkeeping for the licensing of the LICENSED PRODUCTS.

- 5.4 Insurance. Licensee shall obtain and maintain contractual and product liability insurance for any claims brought with respect to the LICENSED PRODUCTS sold by Licensee or sublicensees activities under this Agreement, and Licensor shall be insured thereunder as an additional insured. The policy shall be in an amount of not less than One Million Dollars (\$1,000,000.00).
- 5.5 History. Licensee shall diligently promote the LICENSED PRODUCT throughout the TERRITORY, and in such promotion, shall make reference to the history of the development of the LICENSED PRODUCT by the inventor, Kossuth J. Landry, Jr.
- 5.6 Maintenance. After the EFFECTIVE DATE, Licensee shall diligently maintain, protect, renew, extend and perpetuate the LICENSED PRODUCT, including all of the PATENT RIGHTS, KNOW-HOW, TRADEMARKS and COPYRIGHT MATERIAL, whether currently in existence or subsequently developed. Licensor has paid all such fees incurred prior to the EFFECTIVE DATE.

6. SHARED DUTIES OF THE PARTIES.

Licensor and Licensee shall share responsibility for the performance of the following duties, as more specifically set forth below in this section:

- 6.1 Litigation. Licensee shall have the sole right and responsibility to institute and defend any lawsuit for infringement or any other legal action relating to the LICENSED PRODUCT and any acts of patent, trademark or copyright infringement occurring in the TERRITORY. Licensee shall first obtain the Licensor's approval before proceeding with litigation. Such approval shall not be withheld when Licensee has obtained an opinion from its attorneys that there is a good faith basis for such litigation and a reasonable likelihood of success on the merits. Licensor agrees to cooperate with Licensee in all respects in the prosecution of the litigation, to testify when requested by Licensee, and to make available any

records, papers, information, specimens and the like. If it is necessary for purposes of allowing Licensee to have standing to sue for Licensor to assign the cause of action to Licensee, then Licensor agrees to execute such an assignment.

If a litigation is instituted, then Licensee shall be responsible for the selection of counsel, control of the litigation and all costs of the litigation. If litigation results in a recovery, then any such recovery shall be shared by the PARTIES in accordance with the terms of this agreement.

6.2 Product Development. Licensor shall provide to Licensee all KNOW-HOW that Licensor has developed to date regarding product development. Licensee shall be responsible for payment of all expenses related to future product development, such as engineering or testing charges.

7. ROYALTIES.

7.1 Initial Fee. As a condition precedent hereto, Licensee shall pay Licensor an initial fee of One Hundred Thousand Dollars (\$100,000.00), which shall be due and payable by cashier's check in the sum of Twenty-Five Thousand Dollars (\$25,000.00) on the EFFECTIVE DATE, and the unpaid balance of Seventy-Five Thousand Dollars (\$75,000.00) shall be due and payable by cashier's check within one hundred twenty (120) days after the EFFECTIVE DATE.

7.2 Ongoing Royalty. Licensee shall pay licensor an ongoing Royalty based upon sales of the LICENSED PRODUCTS calculated as follows:

Up to 1 Million Square Feet Sold:	\$0.05 per sq. ft.
1 Million to 3 Million Square Feet Sold:	\$0.04 per sq. ft.
3 Million or More Square Feet Sold:	\$0.03 per sq. ft.

8. PAYMENT, RECORD-KEEPING AND AUDITS.

- 8.1 Payment. Royalties shall be due and payable monthly in full to Licensor on the 15th day of the month following each month in which Licensee has received payment from its sublicensees of their sublicense royalties, without prior demand and without right of set-off or deduction whatsoever. On the 15th day of each calendar month, Licensee shall provide Licensor with a Licensee Monthly Report disclosing in full the job or project, the parties involved, the date payment was received by Licensee from its sublicensee, the number of square feet and the corresponding royalty due to Licensor, along with payment to Licensor of all Royalty then due.
- 8.2 Record-Keeping and Audits. Licensee shall keep accurate records of its receipt of royalty payments from its sublicensees, and Licensor shall have the right, at its own expense, to audit Licensee's records relating to payment of royalties by sublicensees upon reasonable notice. The number of such audits shall not exceed two (2) per calendar year.

9. OWNERSHIP OF PATENT RIGHTS AND TRADEMARKS.

Licensee acknowledges that Licensor shall retain all right, title, and interest in and to the LICENSED PRODUCT, including all PATENT RIGHTS, COPYRIGHT MATERIAL, KNOW-HOW and TRADEMARKS, whether currently in existence or subsequently developed. Licensee acquires hereby only the qualified license granted according to the terms of this Agreement. The proprietary rights to all additional products in the revetment field developed by Licensor shall be owned by Licensor. The proprietary rights to all additional products in the revetment field developed by Licensee shall be owned by Licensee; provided however, that Licensee shall use the TRADEMARKS with such products, and shall pay to Licensor the royalty set forth in Paragraph 7.2 with respect to such products. If this agreement is terminated, then Licensee shall be free, either directly or indirectly through licensing, to make, use or sell any new revetment product Licensee develops during the term of this agreement or any new products Licensee develops after the term of this agreement that practice any of the claims of PATENT RIGHTS, provided that Licensee continues to pay the

royalties set forth in this agreement in accordance with Paragraphs 7 and 8.

10. TERM OF THE AGREEMENT.

This license agreement shall continue in force unless and until it is terminated pursuant to the terms and conditions of this agreement.

11. PERFORMANCE REQUIREMENTS.

There shall be no performance requirement for the first year following the EFFECTIVE DATE. Thereafter, Licensor may terminate this agreement if Licensee fails to pay Licensor at least One Hundred Thousand Dollars (\$100,000.00) per year of Royalties. This Performance Requirement shall, if not met, provide grounds for termination, but shall not impose a minimum royalty obligation on Licensee.

12. INDEMNIFICATION.

The PARTIES shall have the following obligations to indemnify:

12.1 Indemnification by Licensor.

- (a) Licensor shall defend and indemnify Licensee against, and hold it harmless from, any and all claims, suits, liability, expense, or damages, including attorneys' fees, arising out of any claims by third parties arising from the willful act or negligence of Licensor, her employees, agents, and/or representatives.
- (b) Licensor shall defend and indemnify Licensee against, and hold it harmless from, any and all claims, suits, liability, expense, or damages, including attorneys' fees, arising out of any breach by Licensor of the representations and warranties stated in Paragraph 2.

12.2 Indemnification by Licensee.

- (a) Licensee shall defend and indemnify Licensor against, and hold it harmless from, any and all claims, suits, liability, expense, or damages, including attorneys' fees, arising out of any claims by third parties arising from the willful act or negligence of Licensee, its employees, agents, representatives, and/or sublicensees.**

- (b) Licensee shall defend and indemnify Licensor against and hold it harmless from any and all claims, suits, liability, expense, or damages, including attorneys' fees, arising out of any breach by Licensee of the representations and warranties stated in Paragraph 2.**

13. GROUNDS FOR TERMINATION.

This agreement may be terminated only on the following grounds: (a) mutual agreement of the PARTIES; (b) Licensee's failure to pay Royalties due under the agreement or failure to meet the standards, specifications or qualities established by Licensor; (c) Licensee's insolvency, abandonment of the licensed business, or entry of legal liquidation or bankruptcy proceedings; (d) any material breach of the agreement by Licensor or Licensee; (e) a change in ownership or control of Licensor's business, except by gift or as a result of the death of Licensor; or, (f) a change in ownership or control of Licensee's business, provided that transfers of less than majority control or a public offering shall not be deemed a change of ownership or control.

14. NOTICE OF AND OPPORTUNITY TO CURE GROUNDS FOR TERMINATION.

A party seeking to terminate this Agreement based on the grounds set forth in Section 13 must send the other party a notice specifying the grounds for termination and providing the other party thirty (30) days to cure the alleged breach of this agreement. If such breach is not cured thirty (30) days after notice is given, then the party seeking to terminate may do so by providing the other party with written notice

stating that the agreement is terminated.

15. POST-TERMINATION OBLIGATIONS.

Upon termination of this Agreement, all rights licensed hereunder shall revert to Licensor. All of Licensee's sublicense agreements shall provide for termination upon termination of this License Agreement. Licensee shall pay all royalties that have accrued and are due. Except with respect to any new products develop as provided for in Paragraph 9, Licensee shall return the LICENSED PRODUCT to Licensor, including all PATENT RIGHTS, TRADEMARKS, COPYRIGHT MATERIAL and KNOW-HOW, whether currently in existence or subsequently developed, including all documents, manuals, confidential data, reports or other information relating to the LICENSED PRODUCT.

16. QUALITY CONTROL.

Licensee shall only use the LICENSED PRODUCTS, including all of the PATENT RIGHTS, KNOW-HOW, COPYRIGHT MATERIAL and TRADEMARKS, in connection with products and/or services meeting the standards, specifications and qualities established by Licensor. Licensor shall have the right, at all reasonable times, to inspect the use of the LICENSED PRODUCT, including all of the PATENT RIGHTS, KNOW-HOW, COPYRIGHT MATERIAL and TRADEMARKS, as used by Licensee and its sublicensees, in order to determine that such are of proper quality. Licensee shall provide for such standards, specifications and qualities and for such right of inspection by Licensor in all of its sublicensing agreements.

17. ARBITRATION.

All disputes arising out of or in connection with this agreement shall be finally settled by Arbitration under the Rules of the American Arbitration Association (the "Rules") then in effect by one or more arbitrators. In the event that the PARTIES have not appointed an arbitrator, or arbitrators, within thirty (30) days after the invocation of the arbitration proceedings, then the arbitrators may be appointed pursuant to the Rules. Judgment upon the award rendered by the arbitration(s) may be entered in any

court of competent jurisdiction. The site of arbitration shall be in Minneapolis, Minnesota.

18. GOVERNING LAW.

This agreement shall be governed by the laws of the State of Minnesota.

19. CONFIDENTIALITY.

During the term of and after the termination of this Agreement for any reason, Licensee or Licensor shall not, other than as allowed by this Agreement, use or disclose to any third party any KNOW-HOW, trade secrets, or confidential information without the prior written consent of the other party. As used in this Agreement, the terms "trade secret" and "confidential information" shall have the meanings ascribed to them below: (i) "Trade secret" means any information, including a formula, pattern, compilation, program, device, method, technique, or process that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable by others. (ii) "Confidential information" means any information proprietary to Licensor or Licensee, or any information not generally known, including trade secrets and KNOW-HOW, concerning, but not limited to, Licensor's business, past, present or future; Licensor's research and development pertaining to products or services, past, present or future; Licensor's engineering, purchasing, finances, customers, vendors, marketing or selling, or projections thereof, any information which reasonably can be expected to be treated as confidential.

20. SEVERABILITY.

To the extent any provision of this agreement is invalid or unenforceable, it shall be deleted from this Agreement and the remainder of the Agreement shall be unaffected and shall continue in full force and effect.

21. AMENDMENT.

This Agreement may be amended only by a writing signed by both PARTIES.

22. NOTICES.

Any notices required or permitted by this Agreement shall be transmitted by direct delivery or by registered mail to the following addresses:

If to Licensor: Mrs. Alice L. Landry
P. O. Box 518
Humble, Texas 77347

If to Licensee: Mr. Paul Forsberg, President
KEYSTONE RETAINING WALL SYSTEMS, INC.
4444 W. 78th Street
Bloomington, Minnesota 55435

23. ASSIGNMENT.

Neither this agreement, nor any interest herein or claim hereunder shall be assigned to a third party by either of the PARTIES, without the written consent of all PARTIES, except that Licensee may assign its rights and duties under this agreement to its own wholly owned subsidiary corporation, provided that Licensee remains liable for the performance of all of its obligations under this agreement and provides adequate assurances of payment by the subsidiary of the royalty payments due to Licensor. No assignment, pledge as security or other conveyance by Licensor or Licensee of any interest in the LICENSED PRODUCTS, including all of the PATENT RIGHTS, KNOW-HOW, COPYRIGHT MATERIAL and TRADEMARK, or this License Agreement, shall be effective without the written consent of the other party, except as permitted by Paragraph 13.

24. NO WAIVER.

Any failure by either party to take any action or assert any right hereunder shall not be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

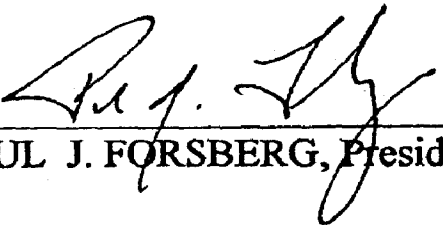
25. ENTIRE AGREEMENT.

This agreement, including all Schedules attached hereto, constitutes the entire agreement of the PARTIES with respect to the subject matter hereof. The PARTIES acknowledge that they have not been induced to enter into this agreement by any representations or statements, oral or written, not expressly contained herein.

IN WITNESS WHEREOF, the PARTIES have executed this Agreement on the dates set forth below to be effective as of the last date written below.

LICENSEE:

KEYSTONE RETAINING WALL
SYSTEMS, INC.

By: 
PAUL J. FORSBERG, President

Dated: AUGUST 8, 1995

LICENSOR:

REVETMENT SYSTEMS

By: 
ALICE L. LANDRY, Owner

Dated: AUGUST 7, 1995

KENNETH A. RODDY
Patent Agent

2916 WEST T.C. JESTER BLVD.
SUITE 105
HOUSTON, TEXAS 77018
(713) 686-7676
FAX (713) 957-4344

July 19, 1995

Via Fax

Mr. Hubert Odom
P.O. Box 727
Sealy, TX 77474

Re: Koss Landry Patents

Dear Mr. Odom;

I have conducted a computer search and have found the following patents issued in the name of Kossuth J. Landry, Jr.:

Utility Patents

U.S. Patent 4,227,829 "Soil Erosion Prevention Blocks", filed November 11, 1978, issued October 10, 1980. Will expire November 11, 1998.

U.S. Patent 4,417,842 "Soil Erosion Prevention Block Insert and Apparatus For Positioning, filed November 4, 1980, issued November 29, 1983. Will Expire November 29, 2000.

U.S. Patent 4,486,120 "Spreader Bar for Soil Erosion Prevention Mats, filed November 25, 1980, issued December 4, 1984. Will expire December 4, 2001.

Design Patents

U.S. Patent Des 259,214 "Soil Erosion Prevention Block", filed November 29, 1978, issued May 12, 1981. Expired May 12, 1995

U.S. Patent Des 351,914 "Soil Erosion Prevention Block", filed February 22, 1993, issued October 25, 1994. Will expire October 25, 2008.

Pending Design Patent Application Serial No. 29/030,248, filed October 24, 1994, Notice Of Allowance received and Issue Fee is due on August 16, 1995 and patent will issue approximately 3 months later. Will expire 14 years from the issue date.

SCHEDULE "A"

TRADEMARK
REEL: 002663 FRAME: 0656

Status

On June 8, 1995 the patent law was changed whereby the term of a utility patent will be 20 years from the filing date, or if it claims "priority" of an earlier patent application, 20 years from the filing date of the earlier patent application. On patents now in force or granted on applications filed before June 8, 1995 the term will be 20 years from the filing date or 17 years from the issue date, whichever is greater. The term of Design Patents is 14 years from the issue date. Thus, only Design patent Des 259,214 has expired. All the other patents will expire as noted above.

Ownership

The computer search did not indicate that these patents had been assigned to a company. However, assignments are not necessarily required to be recorded in the Patent office. Assuming that Mr. Landry did not assign them, the patents are treated as personal property and would pass on to his heirs. You will have to tell me whether under Texas law the property passes only to the spouse or is divided between the spouse and children. If you would like to transfer ownership to Mrs. Landry, I can draft an assignment to be signed by the heir or heirs transferring all title and interest to the patent(s) to Mrs. Landry and have it recorded in the patent office. I would need a copy of the death certificate and an affidavit of heirship.

There is a government fee of \$40 per patent document to record each assignment. Since one patent has expired, assignments would have to be recorded in 5 patents. The government fee would be \$200 and I would charge \$100 for handling the transaction.

Please call if you have any questions.

Sincerely yours,



Kenneth A. Roddy

Encl.

SCHEDULE "A"

TRADEMARK
REEL: 002663 FRAME: 0657

Patent Number 4,227,811
Issue Date 1980 10 14

Appl. No. 964598
Filed 1978 11 29

Inventor(s) Landry, Kossuth J., Jr.
State/Country LA

US References 1,847,868 2,454,292 2,502,757 3,386,252 3,597,928 3,
894,397 3,903,702 3,990,247 3,999,398 4,067,196

US Class 405/20 52/606 404/35 404/40 404/41 404/73 405/258
Int. Class E02B 3/12 F02D 17/20

Title Soil erosion prevention blocks

Abstract The invention relates to a device for use in controlling soil erosion comprising a matrix of cellular concrete blocks, having foliage growth passageways therethrough, and held together by a series or system of cables or the like passing through internal passageways within each block. The cables are anchored into the ground to retain the blocks in position.

SCHEDULE "A"

TRADEMARK
REEL: 002663 FRAME: 0658

Patent Number 4,417,842
Issue Date 1983 11 29
Appl. No. 204055
Filed 1980 11 04
Inventor(s) Landry, Kossuth J., Jr.
State/Country TX
US References 1,007,663 1,632,286 1,956,967 2,310,512 2,706,057 2,
754,555 4,227,829
US Class 414/572 104/122 298/1R 405/20 414/303 425/126R
Int. Class E02B 3/12

Title Soil erosion prevention block insert and apparatus for positioning

Abstract An apparatus for aligning and loading inserts for soil erosion prevention blocks having a rollable main frame with an insert holder frame movably coupled thereto. Secured within the insert holder frame is an aligning frame which receives the inserts and aligns them in the desired manner. The inserts are supported within the insert holder frame by a plurality of hooks affixed to movable rods, such rods preferably tied together such that the rods may be moved simultaneously, causing the hooks to release the inserts uniformly.

SCHEDULE "A"

Patent Number 4,486,120
Issue Date 1984 12 04

Appl. No. 210328
Filed 1980 11 25

Inventor(s) Landry, Kossuth J., Jr.
State/Country TX

US References 3,148,909 3,151,904 3,262,729 4,201,494 4,258,949 4,
372,597

US Class 405/17 294/81SF
Int. Class E02B 3/12 B66C 1/66

Title Spreader bar for soil erosion prevention mats

Abstract The invention relates to a spreader bar for picking up and laying down soil erosion prevention mats formed by connecting a matrix of soil erosion preventing blocks with cable or the like through passageways therein.

SCHEDULE "A"

TRADEMARK
REEL: 002663 FRAME: 0660

Patent Number D259,214
Issue Date 1981 05 12
Appl. No. 964600
Filed 1978 11 29
Inventor(s) Landry, Kossuth J., Jr.
US References 1,231,688 1,636,114 1,812,711
US Class D25/91 D25/92
Int. Class D2501
Title Soil erosion prevention block

SCHEDULE "A"

TRADEMARK
REEL: 002663 FRAME: 0661

Inventor : "LANDRY, Jr., KOSSUTH J."

Patent Number D351914

Issue Date 1994 10 25

Appl. Data 005230 1993 02 22

Inventor(s) Landry, Jr., Kossuth J.

State/Country TX

Title Soil erosion prevention block

Exmp. Claim 1

Ex Claim text The ornamental design for a soil erosion prevention block,
as shown and described.

U.S. Class D25/115

U.S. Refs D317048 1350399 3222830 4413924 4514949

Examiner Word, A. Hugo

Agent Roddy, Kenneth A.

Image Disc # This patent is on PatentImages disc# 1994\105

SCHEDULE "A"

TRADEMARK
REEL: 002663 FRAME: 0662

LICENSE AGREEMENT

This agreement is made and entered into on this day by and between ALICE L. LANDRY dba REVETMENT SYSTEMS, of Harris County, Texas, herein called REVETMENT, and COLASKA PRODUCTION CO. INC. of Nebraska City, Nebraska, herein called COLASKA, and provides as follows:

I

REVETMENT hereby grants to COLASKA the non-exclusive license of the technology and process known as "Petraflex" to manufacture such block and system to be used only on the U.S. Army Corp of Engineers, Galveston District Project, DACW64-95-C-0012, Channel Rectification, Hemingway to Reveille Park, Sims Bayou, Houston, Texas herein called "the project." In the performance of its obligation, REVETMENT shall furnish the following to COLASKA, to-wit:

1. Prepare necessary submittals and paperwork for submission to the Corps of Engineers; and,
2. Provide for all tests necessary for the approval of the blocks for the Project, but not including concrete tests on block.

II

COLASKA shall pay the sum of FIVE THOUSAND DOLLARS (\$ 5,000.00) upon the execution of this agreement by all parties, as a condition precedent, and COLASKA shall pay to REVETMENT the sum of FOUR AND ONE-HALF CENTS: (\$.045) per square foot of block placed monthly on the project, which shall be due and payable within thirty (30) days of invoicing the Corp of Engineers less ten (10%) percent retainage, including copies of pay estimates from the Corp of Engineers. Final quantities shall be those quantities recognized by the Corp of Engineers on their final payment on the project. COLASKA shall make the final payment, including all retainage, to REVETMENT within forty-five (45) days after the completion of the project.

III

COLASKA hereby grants to REVETMENT the option to purchase the portable Fleming MF3, all molds, all spreader bars, all hand crimpers and the portable Ross Concrete Batching System at fair market value in the event COLASKA should sell such equipment. Additionally, REVETMENT shall have the right of first refusal to join any joint venture or lease of said equipment on other projects.

SCHEDULE "B"
1

TRADEMARK
REEL: 002663 FRAME: 0663

IV

REVETMENT shall have the right to inspect and/or audit all the books and records of COLASKA pertaining to said project.

V

COLASKA shall furnish REVETMENT with copies of all contracts, reports, drawings, plans, data or other documents relating to said project.

VI

~~COLASKA shall not assign, mortgage, pledge, lease or sub-license any right under this agreement, provided however, only MIDWEST CONSTRUCTION COMPANY, a subsidiary of COLASKA, herein called MIDWEST, shall have the right to operate hereunder on behalf of COLASKA, provided further that MIDWEST shall perform all obligations herein imposed upon COLASKA. All reference herein to COLASKA shall apply to MIDWEST.~~ *Delit = CK* *AL*

VII

REVETMENT reserves the right to assign, mortgage or pledge all or any part of this agreement, including the right to grant to others the non-exclusive license of the technology and process known as "Petraflex."

VIII

All notices provided herein shall be written and shall be by direct delivery or certified mail, return receipt requested, addressed to the proper party at the address below the signature line of each respective party.

IX

Where context and circumstances require, the gender of all words used herein shall include the masculine, feminine and neuter, and the singular of all words shall include the plural and the plural the singular.

X

If any provision herein shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision herein.

XI

This agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties herein are performable in Harris County, Texas.

XII

This agreement merges all prior negotiations between the parties and constitutes the full and complete agreement between them.

SCHEDULE "B"

XIII

This agreement shall apply to and bind the heirs, devisees and personal representatives of the respective parties hereto and to the assigns and legal successors of their respective properties and rights.

DATED: APRIL 5, 1995

COLASKA PRODUCTION CO., INC.

Alice L. Landry
ALICE L. LANDRY
dba REVETMENT SYSTEMS

BY: C. L. Kramer
C.L. KRAMER, Vice President

SCHEDULE "B"

LICENSE AGREEMENT

This agreement is made and entered into on this day by and between ALICE L LANDRY dba REVETMENT SYSTEMS, INC., of Harris County, Texas, herein called REVETMENT, and INDUSTRIAL FABRICS, INC., of Baton Rouge, Louisiana, herein called INDUSTRIAL, and provides as follows:

I

REVETMENT hereby grants to INDUSTRIAL the non-exclusive license of the technology and process known as "Petriflex" to manufacture such block and system to be used only on the U.S. Army Corp of Engineers, Galveston District Project, DACW64-94-C-0014, Channel Rectification, Reveille Park to I-45, Sims Bayou, Harris County, Texas, herein called "the project."

II

INDUSTRIAL shall pre-pay the sum of FIVE THOUSAND DOLLARS (\$ 5,000.00) upon the execution of this agreement by all parties. INDUSTRIAL shall pay to REVETMENT the sum of TEN CENTS (\$.10) per square foot of block accepted or placed monthly on the project, which shall be due and payable within thirty (30) days of invoicing Lecon, Inc., including copies of pay estimates from Lecon, Inc. Final quantities shall be those quantities recognized by Lecon, Inc. on their final payment on the project. INDUSTRIAL shall make the final payment, including five percent (5%) retainage, to REVETMENT within forty-five (45) days after the completion of the project. The \$ 5,000.00 payment will be subtracted from the final payment on this project.

III

REVETMENT shall have the right to inspect and/or audit all the books and records of INDUSTRIAL pertaining to said project.

IV

INDUSTRIAL shall furnish REVETMENT with copies of all contracts, reports, drawings, plans, data or other documents relating to said project.

V

REVETMENT reserves the right to assign, mortgage or pledge all or any part of this agreement, including the right to grant to others the non-exclusive license of the technology and process known as "Petriflex."

SCHEDULE "B"

VI

All notices provided herein shall be written and shall be by direct delivery or certified mail, return receipt requested, addressed to the proper party at the address below the signature line of each respective party.

VII

Where context and circumstances require, the gender of all words used herein shall include the masculine, feminine and neuter, and the singular of all words shall include the plural and the plural the singular.

VIII

If any provision herein shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision herein.

IX

This agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties herein are performable in Harris County, Texas.

X

This agreement merges all prior negotiations between the parties and constitutes the full and complete agreement between them.

XI

This agreement shall apply to and bind the heirs, devisees and personal representatives of the respective parties hereto and to the assigns and legal successors of their respective properties and rights.

DATED: JUNE 28, 1995

BY: Alice L. Landry

ALICE L. LANDRY, President
REVETMENT SYSTEMS, INC.
P.O. Box 518
Humble, Texas 77347

BY: Cary S. Goss
CARY S. GOSS, President
INDUSTRIAL FABRICS, INC.
510 O'Neal Lane
Baton Rouge, Louisiana 70819

SCHEDULE "B"

TRADEMARK
REEL: 002663 FRAME: 0667

LICENSE AGREEMENT

This agreement is made and entered into on this day by and between ALICE L. LANDRY dba REVETMENT SYSTEMS, INC., of Harris County, Texas, herein called REVETMENT, and ATLANTIC CONSTRUCTION FABRICS, INC., of Richmond, Virginia herein called ACF, and provides as follows:

I

REVETMENT hereby grants to ACF the non-exclusive license of the technology and process known as "Petraflex" to manufacture such block and system to be used only on the Lake Worth Drainage District - Equalizing Canal No. 4 Revetment Project, Palm Beach County, Florida, herein called "the project."

II

If awarded contract, ACF shall pre-pay the sum of FIVE THOUSAND DOLLARS (\$5,000.00) upon the execution of this agreement by all parties. ACF shall pay to REVETMENT the sum of SEVEN AND ONE-HALF CENTS (\$.075) per square foot of block accepted or placed monthly on the project, which shall be due and payable within thirty (30) days of invoicing Lake Worth Drainage District, including copies of pay estimates from Lake Worth Drainage District. Final quantities shall be those quantities recognized by the District Engineer on their final payment on the project. ACF shall make the final payment, including five percent (5%) retainage, to REVETMENT within forty-five (45) days after the completion of the project. The \$5,000.00 payment will be subtracted from the final payment on this project.

III

REVETMENT shall have the right to inspect and/or audit all the books and records of ACF pertaining to said project.

IV

ACF shall furnish REVETMENT with copies of all contracts, reports, drawings, plans, data or other documents relating to said project.

V

REVETMENT reserves the right to assign, mortgage or pledge all or any part of this agreement, including the right to grant to others the non-exclusive license of the technology and process known as "Petraflex."

SCHEDULE "B"

VI

All notices provided herein shall be written and shall be by direct delivery or certified mail, return receipt requested, addressed to the proper party at the address below the signature line of each respective party.

VII

Where context and circumstances require, the gender of all words used herein shall include the masculine, feminine and neuter, and the singular of all words shall include the plural and the plural the singular.

VIII

If any provision herein shall be held to be invalid, illegal, or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision herein.

IX

This agreement shall be construed in accordance with the laws of the State of Texas, and all obligations of the parties herein are performable in Harris County, Texas.

X

This agreement merges all prior negotiations between the parties and constitutes the full and complete agreement between them.

XI

This agreement shall apply to and bind the heirs, devisees and personal representatives of the respective parties hereto and to the assigns and legal successors of their respective properties and rights.

XII

ACF, Inc. shall not be a party to any lawsuit or legal actions brought against Revetment Systems, Inc., as a result of this agreement.

DATED: JULY _____, 1995

BY: _____
ALICE L. LANDRY, President
REVETMENT SYSTEMS, INC.
P.O. Box 518
Humble, Texas 77347

BY: _____
RENNIE DILORETO, President
ATLANTIC CONSTRUCTION
FABRICS, INC.
1801-A Willis Rd.
Richmond, Virginia 23237

SCHEDULE "B"

TRADEMARK
REEL: 002663 FRAME: 0669

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
U.S.D.C. - Atlanta

MAR 23 1988

By  LUTHER D. THOMAS, Clerk
Deputy Clerk

PETRA, INCORPORATED, a
corporation, and KOSSUTH J.
LANDRY, JR., an individual,

Plaintiffs,

v.

NICOLON CORPORATION, a
corporation, and JOHN
SCALES, an individual,

Defendants.

CIVIL ACTION

FILE NO. C81-1450A

CONSENT ORDER

Plaintiffs filed their Complaint in this action on August 3, 1981, and Defendants filed their Answer and Counterclaim on September 28, 1981, admitting the jurisdiction of this Court over the subject matter of this action. This action was dismissed by the Court for Court administration purposes July 27, 1984 in an Order which stated that the action would be reinstated upon the motion of any party. Plaintiffs and Defendants have agreed upon settlement of this action by dismissal with prejudice of all claims and counterclaims and entry of this Consent Order granting a license to Defendants as set forth below. There has been no trial of the matters alleged in the Complaint or Counterclaim, and there has been no finding of fact or conclusion of law or adjudication with respect to any matter alleged in, or arising out of, the Complaint or Counterclaim, and it appears that no notice of hearing is required.

SCHEDULE "C"

TRADEMARK
REEL: 002663 FRAME: 0670

THEM ARE, the parties having con. ited hereto through their counsel, it is hereby

ORDERED, ADJUDGED, AND DECREED that this action No. C81-1454A is reinstated solely for the purpose of entry of this Consent Order, and this action is dismissed with prejudice upon the following stipulation:

Plaintiffs Petra, Inc. (also known as Petraflex, Inc.) and Kossuth J. Landry, Jr. hereby grant to Defendant Nicolon Corporation a paid-up, royalty-free, irrevocable, non-exclusive license to make, have made, use, lease, and sell the methods and articles of manufacture covered by United States Letters Patent No. 4,227,829 and any reissue of that patent throughout the world retroactive to October 14, 1981, and continuing through expiration of the United States Letter Patent No. 4,227,829 or any reissue thereof; and it is further

ORDERED, ADJUDGED, AND DECREED that this Consent Order shall not constitute evidence or an admission or adjudication with respect to any allegation of the Complaint or Counterclaim or any fact or conclusion of law with respect to any matter alleged in or arising out of the Complaint or Counterclaim or of any wrongdoing or misconduct or liability on the part Plaintiffs or Defendants, or any director, officer, or affiliated person thereof.

SO ORDERED this 22nd day of March, 1988.

3/ J. OWEN FORRESTER
J. Owen Forrester, Judge
United States District Court

SCHEDULE 2 "C"

Consented to:



Anthony B. Askew
Bar No. 025300
JONES, ASKEW & LUNSFORD
P.O. Box 56326
Atlanta, Georgia 30343
(404) 688-7500



John S. Pratt
Bar No. 586688
KILPATRICK & CODY
100 Peachtree Street, Suite 3100
Atlanta, Georgia 30043
(404) 572-6500

Attorneys for Defendants

OF COUNSEL:

Guy E. Matthews, Esq.
GUY E. MATTHEWS, P.C.
1800 Augusta, Suite 400
Houston, Texas 77057
(713) 781-9595

Attorneys for Plaintiffs

SCHEDULE "C"

-3-

MEMORANDUM OF AGREEMENT

This Agreement is made and entered this ___ day of September, 1998 by and between Keystone Retaining Wall Systems, Inc. (hereinafter referred to as "Keystone") and Alice L. Landry dba Revetment Systems and in behalf of Revetment Systems, Inc. (hereinafter collectively referred to as "Revetment Systems").

WHEREAS, the parties entered a License Agreement between Keystone Retaining Wall Systems, Inc. and Alice L. Landry dba Revetment Systems dated August 8, 1995. (hereinafter referred to as the "License Agreement"); and

WHEREAS, Alice Landry dba Revetment Systems has assigned her interest in the License Agreement to Revetment Systems, Inc.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree to amend the License Agreement as follows :

1. The royalty for the new hand-placed revetment unit will be 7% of the amount Keystone collects in ongoing royalties per square foot sold. **Example:** Keystone collects 25 cents per square foot. Keystone would pay 1.75 cents per square foot to Revetment Systems.
2. The royalties for the other products shall be as stated in existing section 7.2 of the License Agreement with all parties acknowledging that the schedule of fees stated therein is cumulative from the commencement of the License Agreement, not an annual sales amount. In other words, after Keystone (including its licensees) sells 3 million square feet counted from the beginning of our agreement, the royalty thereafter shall be 3 cents per square foot, subject to and except as provided in item 1. above.
3. On projects where Keystone's licensee is seeking to pay a royalty to Keystone of less than 12 cents per square foot, Keystone will negotiate a reduced royalty with Revetment Systems.
4. Regarding the credit for legal fees, Keystone will waive the 50% credit against royalties for the Rudloff litigation expenses that is presently outstanding, and will be responsible for 100% of future legal expenses for the Rudloff litigation in which Keystone is a party. This waiver concerns only those credits that are due but not yet taken. Past credits taken against royalties for legal expenses shall not be reversed.
5. Revetment Systems agrees to waive the performance requirement of Keystone's annual minimum payments to Revetment Systems under the License Agreement under Section 11 "Performance Requirements" for a period of two years from the date of this agreement, and Revetment Systems agrees not to terminate the Agreement based on failure to meet the Performance Requirements to date.



EXHIBIT B

TRADEMARK
REEL: 002663 FRAME: 0673

6. Time is of the essence with respect to the performance of payments due under the License Agreement.
7. The royalties set forth in the License Agreement as amended by this Agreement shall apply both to Keystone's and its licensees sales of licensed products.
8. This amendment to the License Agreement supercedes all prior agreements except that the License Agreement, as amended by this Agreement, shall remain in full force and effect. The License Agreement, as amended by this Agreement, is intended to define the full extent of the legally enforceable undertakings of the parties hereto, and no related promise or representation, written or oral, which is not set forth in the License Agreement as amended by this Agreement is intended by any party to be legally binding on the other. All parties acknowledge that they have relied on no representation, written or oral, other than those explicitly set forth in the License Agreement as amended by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below to be effective as of the last date written below.

ALICE LANDRY DBA REVETMENT
SYSTEMS

By Alice Landry
Alice Landry * Signed subject to
acceptance and approval of interlineation
at item 2. above. 9/16/98
Date



KEYSTONE RETAINING WALL
SYSTEMS, INC.

By William B. Dawson
William B. Dawson
Its Chief Operating Officer
Date 9/15/98

PROMISSORY NOTE

\$600,000.00

January 31, 2001
Bloomington, Minnesota

FOR VALUE RECEIVED, the undersigned, Keystone Retaining Wall Systems, Inc. a Minnesota Corporation, ("Maker"), promises to pay to Revetment Systems, Inc., a Texas Corporation, the principal sum of Six Hundred Thousand Dollars (\$600,000.00), plus interest at the rate of 9% per annum. Payment of principal shall be due in full on July 5, 2001 and payment shall be made at the Law Offices of Michael A. Hirsch, P.C., 1301 McKinney, Suite 2910, Houston, Texas 77010. Payment of accrued interest shall be made on the 15th day of each month, commencing on February 15, 2001.

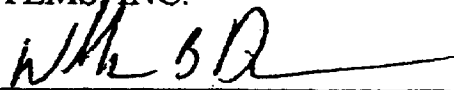
Maker shall have the right to prepay all or any part of the principal of this Note at any time and from time to time without restriction or penalty.

It shall be deemed an Event of Default hereunder if Maker fails to pay when due any installment of principal or interest under this note and such nonpayment continues for a period of 15 days after Maker receives notice thereof. Upon the occurrence of an Event of Default, the holder hereof shall have the right to declare the unpaid principal balance of and all interest accrued on this Note to be immediately due and payable, and the unpaid principal amount of and accrued interest on this Note shall thereupon be due and payable, without further demand, presentation, protest, or further notice of any kind, all of which are hereby waived. This Note shall be governed by the laws of the State of Minnesota.

If an Event of Default shall occur, and remain uncured, then Revetment Systems, Inc. shall be entitled to its reasonable costs of collectors, including reasonable attorneys fees and costs.

KEYSTONE RETAINING WALL
SYSTEMS, INC.

By



William B. Dawson
Its President