

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark License Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Fast Ditch, Inc.		01/01/2005	CORPORATION: NEW MEXICO
RECEIVING PARTY DATA			
Name:	Penda Corporation		
Street Address:	2344 West Wisconsin Street		
City:	Portage		
State/Country:	WISCONSIN		
Postal Code:	53901-0449		
Entity Type:	CORPORATION: FLORIDA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76602002	FASTDITCH	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-2254		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Robyn Rahbar, Esq		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
NAME OF SUBMITTER:	Robyn Rahbar		
Signature:	/rr/		
Date:	03/28/2005		

OP \$40.00 76602002

Total Attachments: 4

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TRADEMARK LICENSE AGREEMENT

5 This Agreement is made and entered into as of January 1, 2005, by and between
Fast Ditch, Inc., a New Mexico corporation having an office and place of business at HC 67, Box
16, Vallecitos, New Mexico 87581 ("Licensor"), and Penda Corporation, a Florida corporation,
having an office and place of business at 2344 West Wisconsin Street, Portage, Wisconsin
53901-0449 ("Licensee").

10 **Preliminary Statement:**

A. This Agreement is being entered into in connection with the Patent And Technology
License Agreement dated as of the date hereof (the "Patent License Agreement"). Certain
capitalized terms used in this Agreement are defined in Section I hereof. Capitalized terms used
15 but not otherwise defined herein shall have the respective meanings given such terms in such
Patent License Agreement.

Agreement:

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

1 **DEFINITIONS**

25 1.1 When used in this Agreement, each of the terms set forth below shall have the following
meaning:

0.1 "Licensed Trademarks" shall mean the trademark "FastDitch" (US Serial Number
76602002, ~~the FastDitch trademark~~ and any other similar trademark or logo owned by Licensor
30 but excluding the tradename "Fast Ditch, Inc." and excluding the tradename "FastDitch, Inc.".

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0.2 "Licensed Class of Goods" shall mean Licensed Products.

1 **LICENSE GRANT:**

35 1.1 Licensor covenants represents and warrants that it has the full right to grant the rights
herein granted; and that it has not and will not execute any agreements in conflict herewith.

40 1.2 Licensor hereby grants to Licensee a world-wide, fully paid up, royalty free, exclusive
right and license to use the Licensed Trademarks in connection with and on the Licensed Class
of Goods in the Territory.

3 **TRADEMARK OWNERSHIP**

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

4 INFRINGEMENT:

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

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

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

5.2 If Licensor disapproves of the quality of any products manufactured or sold bearing a Licensed Trademark, Licensee shall have thirty (30) days to address the concerns of Licensor, but if agreement is not reached within that time, Licensee shall stop using such Licensed Trademark on such identified product until Licensor is satisfied with the quality of such products. Continued use of the Licensed Trademarks on disapproved products following the thirty (30) days shall cause a termination of this Agreement.

6 TERM:

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

7 MISCELLANEOUS:

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

- 7.2 This Agreement is binding and shall inure to the benefit of the successors and assigns of the parties hereto.
- 7.3 In the construction of this Agreement, the laws of the State of New Mexico shall govern.
- 5 7.4 Any notices, requests, demands and other communications required or permitted to be given hereunder must be in writing and given in the manner set forth in the Patent License Agreement.
- 10 7.5 Any waiver of any rights arising from a breach of any terms of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other terms of this Agreement.
- 15 7.6 This Agreement does not constitute Licensee as the agent, representative, attorney-in-fact or employee of Licensor, nor can it be deemed that Licensee can act on behalf of, represent or bind Licensor in any manner whatsoever or relate to third parties that it can do so.
- 20 7.7 This Agreement constitutes the entire Agreement between the parties and supercedes any prior agreements or communications whether oral or written.
- 25 7.8 This Agreement may be amended or modified only by an instrument in writing signed by Licensor and by Licensee.
- 7.9 The headings herein are for the purpose of convenient reference only and shall not be used to construe or modify the terms written in the text of this Agreement.

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

**LICENSEE,
PENDA CORPORATION**

**LICENSOR,
FAST DITCH, INC.**

By: _____

By: *Kenneth A. Dwyer*

Title: _____

Title: *PRESIDENT*

Date: _____

Date: *December 31, 2004*

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

7.3 In the construction of this Agreement, the laws of the State of New Mexico shall govern.

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7.4 Any notices, requests, demands and other communications required or permitted to be given hereunder must be in writing and given in the manner set forth in the Patent License Agreement.

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

**LICENSEE,
PENDA CORPORATION**

**LICENSOR,
FAST DITCH, INC.**

By: 

By: _____

Title: President and CEO

Title: _____

Date: 12/31/04

Date: _____

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