

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM301629

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	'ASSET PURCHASE AGREEMENT'		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CUBEN FIBER CORPORATION		10/10/2007	CORPORATION: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	NORTH CUBEN FIBER, LLC		
<b>Street Address:</b>	125 OLD GATE LANE		
<b>City:</b>	MILFORD		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06460		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3315215	CUBEN FIBER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3125801189		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-580-1180		
<b>Email:</b>	tmdocket@olsonip.com		
<b>Correspondent Name:</b>	OLSON & CEPURITIS, LTD.		
<b>Address Line 1:</b>	20 NORTH WACKER DRIVE		
<b>Address Line 2:</b>	36TH FLOOR		
<b>Address Line 4:</b>	CHICAGO, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	214000-274		
<b>NAME OF SUBMITTER:</b>	ZARAH D. LATIF		
<b>SIGNATURE:</b>	/zdl/		
<b>DATE SIGNED:</b>	04/16/2014		
<b>Total Attachments: 11</b>			
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## ASSET PURCHASE AGREEMENT

This ASSET PURCHASE AGREEMENT (this "Agreement") is entered into as of October 10, 2007, by and among CUBEN FIBER CORPORATION, an Arizona corporation ("Seller"), NORTH CUBEN FIBER, LLC, a Delaware limited liability company ("Buyer"), HEINER MELDNER and VALERIE R. MELDNER, as co-trustees of the MELDNER LIVING TRUST dated August 26, 2002 ("Meldner"), ROLAND J. DOWNS, an individual residing in the State of Arizona ("Downs" and together with Meldner, the "Stockholders" and each a "Stockholder"), and NORTH SAILS GROUP, LLC, a Delaware limited liability company ("NSG"), solely for purposes of Sections 7, 8, 10 and 12. Seller, Buyer, NSG, Meldner and Downs are sometimes referred to herein collectively as the "Parties" and each individually as a "Party".

### RECITALS

- A. Seller is engaged in the business of manufacturing and selling high performance rip-stop fabric to sail-makers for the purpose of manufacturing sails for yachts (the "Business").
- B. Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, certain of Seller's assets used or useful in connection with, or otherwise relating to, the Business, all upon the terms and subject to the conditions set forth herein.
- C. Simultaneously with the Parties' entry into this Agreement, (i) the Parties, excluding Seller and Meldner, but together with Heiner Meldner ("Heiner"), have entered into that certain New Tech Package Purchase Agreement dated concurrently herewith (the "New Tech Package Purchase Agreement"), pursuant to which Heiner and Downs will sell, and Buyer will purchase, certain know-how related to special resin matrix and rheology suitable for 3DL cure parameters, (ii) the Parties, excluding Seller, have entered into that certain Stock Purchase Agreement dated concurrently herewith (the "Stock Purchase Agreement") pursuant to which Meldner and Downs will sell, and Buyer will purchase, all of Meldner's and Downs' capital stock of Seller, and (iii) the Parties, excluding Seller and Meldner, but together with Heiner, Cubic Tech Corporation, an Arizona corporation ("Cubic Tech"), and North Marine Group, LLC, a Delaware limited liability company ("North Marine"), have entered into that certain Technology Exchange Agreement dated concurrently herewith (the "Tech Exchange Agreement"), pursuant to which Heiner, Downs, and Cubic Tech (collectively, the "Developers") will provide Buyer, NSG and North Marine with an option to acquire certain rights to future developments of technology and related know-how resulting from on-going research and development by the Developers that have potential applications benefiting sail design and manufacture. The transactions contemplated by the New Tech Package Purchase Agreement will close concurrently with the closing of the transactions contemplated herein, and the closing of the transactions contemplated by the Stock Purchase Agreement will close immediately following the closing of the transactions contemplated by herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Purchase and Sale of Assets.

(a) Purchase and Sale of Assets. On the Closing Date (as defined in Section 9(a)), effective upon receipt of the Purchase Price (as defined Section 3 below), Seller shall sell to Buyer, and Buyer shall purchase from Seller, all of Seller's right, title and interest in and to the assets listed on Schedule 1(a) attached hereto, free and clear of all Liens (as defined in Section 6(c)(i) below) (collectively, the "Assets").

(b) Excluded Assets. Notwithstanding any other provision hereof, Seller is not selling, and Buyer is not purchasing or assuming any obligations with respect to any of the assets of Seller other than the Assets (collectively, the "Excluded Assets").

2. Assumption of Liabilities.

(a) Assumed Liabilities. Subject to the provisions of Section 2(b), Buyer shall assume, pay, fulfill, perform or otherwise discharge when due in accordance with their respective terms, the liabilities and obligations of Seller relating to the Business as of the Closing Date that are listed on Schedule 2(a) (collectively, the "Assumed Liabilities").

(b) Retained Liabilities. All liabilities of Seller other than the Assumed Liabilities (collectively, the "Retained Liabilities"), shall remain the sole responsibility of, and shall be retained, paid, performed, and discharged by, Seller.

4. Purchase Price Allocation. The Purchase Price shall be allocated in accordance with Schedule 4. After the Closing, the Parties shall make consistent use of the allocation, fair market value and useful lives specified in Schedule 4 for all tax purposes and in all filings, declarations and reports with the Internal Revenue Service in respect thereof, including the reports required to be filed under Section 1060 of the Internal Revenue Code. In any proceeding related to the determination of any tax, neither Buyer nor Seller shall contend or represent that such allocation is not a correct allocation

5. Tax Covenant. It is the intention of the Buyer and Seller that the transactions set forth in this Agreement qualify as exempt from transaction privilege (sales) tax as a "casual sale", a "sale of a going business concern" and/or a "sale for resale" for Arizona tax purposes; provided, however, that Buyer shall be responsible for all taxes relating to the transactions contemplated in this Agreement. Buyer hereby represents and warrants that, for purposes of the "sale for resale" exemption, as of the Closing Date Buyer will have applied for transaction privilege tax licenses with the Arizona Department of Revenue and the City of Mesa, Arizona.

6. Representations and Warranties of the Stockholders. Stockholders, jointly and severally, make the following representations and warranties to Buyer, each of which is true and correct on the date hereof:

(a) Organization, Authorization, Enforcement. Seller is a corporation duly incorporated, validly existing and in good standing in the State of Arizona, and has the full legal right and power and all requisite authority required to enter into and to consummate the transactions contemplated

retirement or other termination of service, and Seller has no obligation to provide or contribute toward the cost of such coverage or benefits.

(iv) No Triggering of Obligations or Other Binding Commitments. To Stockholders' Knowledge, the consummation of the transactions contemplated hereby will not (A) except as set forth on Schedule 6(h)(iv), entitle any current or former employee, director or independent contractor of Seller to severance pay, unemployment compensation or any other payment, (B) accelerate the time of payment or vesting or increase the amount of compensation due to any current or former employee, director or independent contractor of Seller or (C) result in any prohibited transaction described in Section 406 of ERISA or Section 4975 of the Code for which an exemption is not available. Seller has no legally binding commitment to create any additional Employee Plans/Agreements or to amend or modify any existing Employee Plans/Agreements.

(v) Coverage. To Stockholders' Knowledge, none of the Employee Plans/Agreements covers any individual other than an employee or former employee of Seller or dependants or beneficiaries thereof.

(i) Employees; Compensation. Schedule 6(i) contains a correct and complete list of (i) all employees of Seller, (ii) each such employee's title and location of employment, (iii) each such employee's employment status (i.e., whether employee is actively employed or not actively at work due to illness, short-term disability, sick leave, authorized leave or absence, layoff for lack of work or service in the Armed Forces of the United States or for any other reason) and (iv) each such employee's annual rate of compensation, including bonuses and incentives. Schedule 6(i) also contains a correct and complete list of the former employees of Seller whose employment was terminated within the eighteen (18) month period preceding the date hereof. Schedule 6(i) also contains a correct and complete list of qualified beneficiaries eligible for COBRA continuation coverage benefits under any Employee Plan/Agreement that is a "group health plan" (as defined in Section 5000(b)(1) of the Code or Section 607(1) of ERISA).

(j) Intellectual Property. Schedule 6(j) contains a correct and complete list of all registered trademarks, copyrights and patents of Seller, specifying the jurisdictions of such registrations. To Stockholders' Knowledge, all registrations and applications relating to Seller's trademarks, copyrights and patents have been properly made, filed and maintained, and all annuity, maintenance, renewal and other fees relating to registrations or applications are current. To Stockholders' Knowledge, Seller is not infringing and has not infringed any Intellectual Property of another Person. To Stockholders' Knowledge, no person or entity is infringing or has infringed any of Seller's Intellectual Property. Except as set forth in Schedule 6(j), no person or entity other than Seller has any right to use any of Seller's Intellectual Property, and in its conduct of the Business, Seller does not pay any royalties or other consideration for the right to use any Intellectual Property of others.

For purposes of this Agreement, "Intellectual Property" means rights in the following: (i) all trademark rights, business identifiers, trade dress, service marks, trade names, domain names and brand names; (ii) all copyrights and all other rights associated therewith and the underlying works of authorship; (iii) all patents and all proprietary rights associated therewith; (iv) all contracts or agreements granting any right, title, license or privilege under the intellectual property rights of any third party; and (v) all computer software, websites, and shop and royalty rights, and employee covenants and agreements respecting intellectual property and non-competition.

12. Miscellaneous.

(a) Entire Agreement; Amendment. This Agreement, together with the Stock Purchase Agreement, constitutes the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous written and oral agreements, representations and communications among the Parties (or between any of them) relating to such transactions. This Agreement may be amended, supplemented, or otherwise modified only by a writing signed by each of the Parties, and any such amendment shall be effective only to the extent specifically set forth in such writing.

(b) Knowledge. When the phrase "Stockholders' Knowledge" is used in this Agreement with reference to a particular fact, circumstance or condition, it means the actual knowledge of Heiner, Downs and Daren Sigris, as of the date of this Agreement, without any duty of investigation or inquiry.

(c) Expenses. Except as may otherwise be specifically provided in this Agreement, each Party is responsible for such expenses as it may incur in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

(d) Notices. All notices, requests, demands, Claims and other communications permitted or required to be given hereunder must be in writing and shall be deemed duly given and received (i) if personally delivered, when so delivered, (ii) if mailed, three (3) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the intended recipient as set forth below, (iii) if sent by electronic facsimile, once transmitted to the fax number specified below and the appropriate telephonic confirmation is received, provided that a copy of such notice, request, demand, Claim or other communication is promptly thereafter sent in accordance with the provisions of clause (ii) or (iv) hereof, or (iv) if sent through same-day or overnight delivery service in circumstances to which such service guarantees next day delivery, the day following being so sent:

**If to Seller:**

Cuben Fiber Corporation  
4511 E. Ivy Street  
Mesa, Arizona 85205  
Facsimile: (480) 924-3121

**With a copy to:**

Snell & Wilmer L.L.P.  
400 East Van Buren  
One Arizona Center  
Phoenix, Arizona 85004  
Attention: Brian J. Burt  
Facsimile: (602) 382-6070

**If to Meldner:**

Heiner Meldner  
1105 Terminal Way, #202  
Reno, Nevada 89502  
Facsimile: (530) 587-8527

**With a copy to:**

Snell & Wilmer L.L.P.  
400 East Van Buren  
One Arizona Center  
Phoenix, Arizona 85004  
Attention: Brian J. Burt  
Facsimile: (602) 382-6070

**If to Downs:**

Roland J. Downs  
4511 E. Ivy Street  
Mesa, Arizona 85205  
Facsimile: (480) 924-3121

**With a copy to:**

Snell & Wilmer L.L.P.  
400 East Van Buren  
One Arizona Center  
Phoenix, Arizona 85004  
Attention: Brian J. Burt  
Facsimile: (602) 382-6070

**If to Buyer or NSG:**

c/o North Sails Group, LLC  
125 Old Gate Lane  
Milford, Connecticut 06460  
Attention: Jay Hansen  
Facsimile: (203) 874-7931

**With a copy to:**

Foley & Lardner LLP.  
777 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attention: Jason Allen  
Facsimile: (414) 297-4900

Any Party may change its address for the receipt of notices, requests, demands, Claims and other communications hereunder by giving the other Party notice of such change in the manner herein set forth.

(e) Governing Law; Consent to Jurisdiction; Non-Binding Mediation.

(i) Governing Law; Consent to Jurisdiction. This Agreement is governed by, and shall be construed and enforced in accordance with, the laws of the State of Delaware, without giving effect to any conflict of laws rules, and each Party irrevocably submits to the exclusive jurisdiction of the federal and state courts located in the State of Arizona for the purposes of any action or proceeding arising out of or relating to this Agreement. Each Party hereby consents to jurisdiction and agrees that venue shall lie in the state or federal courts within Maricopa County, Arizona with respect to any Claim or cause of action arising under or relating to this Agreement. Each Party hereby waives any objection based on forum non conveniens and waives any objection to venue of any action instituted hereunder. If any legal action or other proceeding is brought in connection with this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees, accounting fees, and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(ii) Non-Binding Mediation. The Parties hereto agree that if any dispute arises between or among them relating to this Agreement, they will first engage in non-binding mediation in an attempt to resolve the dispute prior to instituting any additional proceedings. The Party or Parties seeking to initiate the non-binding mediation (the "Initiating Party") shall give written notice to the other Party or Parties, describing in general terms the nature of the dispute, the Initiating Party's claim for relief and identifying one or more individuals with authority to settle the Dispute on such party's behalf. The Party or Parties receiving such notice (the "Responding Party," whether one or more) shall have five (5) business days within which to designate by written notice to the Initiating Party, one or more individuals with the authority to settle the dispute on such party's behalf. (The Initiating Party and the Responding Party shall

collectively be referred to as the "Disputing Parties" or individually as a "Disputing Party.") Within fifteen (15) days following the Responding Party's designation of an authorized individual, the Disputing Parties shall select and engage a mutually acceptable mediator. The costs of such mediator will be borne equally by the Disputing Parties. The Disputing Parties shall then attempt to mediate a resolution of the Dispute within thirty (30) days from the engagement of such mediator. The mediation shall be non-binding. To the extent the dispute is not resolved through such mediation, then the Disputing Parties shall be entitled to bring an action in the federal and state courts located in the State of Arizona pursuant to Section 12(e)(i) above.

(f) Joint Preparation. The Parties have participated jointly in the negotiation and drafting of this Agreement with the benefit and assistance of legal counsel on all sides. If a question of interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.

(g) Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(h) Survival; Successors and Assigns. All covenants, agreements, representations and warranties of the Parties contained herein shall survive the closing of the transactions contemplated hereunder and be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. Notwithstanding the foregoing, neither Buyer nor NSG may assign its rights or delegate or cause to be assumed its obligations hereunder without the prior written consent of each other Party. Any attempted assignment, delegation or assumption not in accordance with this Section 12(h) shall be null and void and of no force or effect whatsoever.

(i) Waivers. The due performance or observance by the Parties of their respective obligations under this Agreement shall not be waived, and the rights and remedies of the Parties hereunder shall not be affected, by any course of dealing or performance or by any delay or failure of any Party in exercising any such right or remedy. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver shall be effective only to the extent specifically set forth in such writing.

(j) Counterparts; Facsimile. This Agreement may be executed simultaneously in one or more counterparts, but all such counterparts taken together shall constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by .pdf delivered via email shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

(k) Further Assurances. Subject to the terms and conditions of this Agreement, at any time, or from time to time, after the Closing, at any Party's request and without further consideration, the other Party shall execute and deliver to such Party such other instruments of sale, transfer, conveyance, assignment and confirmation, provide such materials and information and take such other actions such Party may reasonably request in order to consummate the transactions contemplated by this Agreement.

*[Signature Page Follows]*



SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT

IN WITNESS WHEREOF, the Parties have duly executed this Asset Purchase Agreement as of the date first written above.

**SELLER:**

CUBEN FIBER CORPORATION, an Arizona corporation

By: Heiner Meldner  
Name: Heiner Meldner  
Its: CEO

**BUYER:**

NORTH CUBEN FIBER, LLC, a Delaware limited liability company

By: NORTH SAILS GROUP, LLC, a Delaware limited liability company  
Its: Sole Member

By: NORTH MARINE GROUP, LLC, a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: Thomas A. Whidden  
Its: Chief Executive Officer

*For the purposes of Sections 7, 8, 10 and 12 only:*

**NSG:**

NORTH SAILS GROUP, LLC, a Delaware limited liability company

By: NORTH MARINE GROUP, LLC, a Delaware limited liability company  
Its: Sole Member

By: \_\_\_\_\_  
Name: Thomas A. Whidden  
Its: Chief Executive Officer

**MELDNER:**

MELDNER LIVING TRUST dated August 26, 2002

By: Heiner Meldner  
Heiner Meldner, co-trustee  
By: Valerie R. Meldner  
Valerie R. Meldner, co-trustee

**DOWNS:**

\_\_\_\_\_  
Roland J. Downs (personally)

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**SELLER:**

CUBEN FIBER CORPORATION, an Arizona corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**BUYER:**

NORTH CUBEN FIBER, LLC, a Delaware limited liability company

By: NORTH SAILS GROUP, LLC, a Delaware limited liability company

Its: Sole Member

By: NORTH MARINE GROUP, LLC, a Delaware limited liability company

Its: Sole Member

By: 

Name: Thomas A. Whidden

Its: Chief Executive Officer

*For the purposes of Sections 7, 8, 10 and 12 only:*

**NSG:**

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By: NORTH MARINE GROUP, LLC, a Delaware limited liability company

Its: Sole Member

By: 

Name: Thomas A. Whidden

Its: Chief Executive Officer

**MELDNER:**

MELDNER LIVING TRUST dated August 26, 2002

By: \_\_\_\_\_

Heiner Meldner, co-trustee

By: \_\_\_\_\_

Valerie R. Meldner, co-trustee

**DOWNS:**

\_\_\_\_\_  
Roland J. Downs (personally)

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By: NORTH SAILS GROUP, LLC, a Delaware limited liability company

Its: Sole Member

By: NORTH MARINE GROUP, LLC, a Delaware limited liability company

Its: Sole Member

By: \_\_\_\_\_

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Its: Chief Executive Officer

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By: NORTH MARINE GROUP, LLC, a Delaware limited liability company

Its: Sole Member

By: \_\_\_\_\_

Name: Thomas A. Whidden

Its: Chief Executive Officer

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MELDNER LIVING TRUST dated August 26, 2002

By: \_\_\_\_\_

Heiner Meldner, co-trustee

By: \_\_\_\_\_

Valerie R. Meldner, co-trustee

**DOWNS:**



Roland J. Downs (personally)

**List of Schedules and Exhibits**

**Schedules**

Schedule 1(a)	Assets
Schedule 2(a)	Assumed Liabilities
Schedule 4	Purchase Price Allocation
Schedule 6(b)(iv)	Required Consents
Schedule 6(c)	Marketable Title
Schedule 6(d)(iii)	Real Property
Schedule 6(h)(i)	Employee Benefit Plans
Schedule 6(h)(iv)	Triggering of Obligations
Schedule 6(i)	Employees
Schedule 6(j)	Intellectual Property
Schedule 6(l)	Contracts

**Exhibits**

Exhibit A	Bill of Sale
Exhibit B	Assignment and Assumption Agreement

**Schedule 6(i)**  
**Intellectual Property**

1. Seller has filed a U.S. trademark application for "Cuben Fiber" (Serial No. 76661511).
2. Seller licenses certain Intellectual Property from Cubic Tech pursuant to that certain License Agreement entered into October 10, 2007, effective July 1, 2003.