

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	License Agreement
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Frisby Technologies, Inc.		01/01/2000	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Schoeller Textil, AG
Street Address:	Bahnhofstrasse Postfach
City:	Sevelen
State/Country:	SWITZERLAND
Postal Code:	9475
Entity Type:	Swiss Company: SWITZERLAND

PROPERTY NUMBERS Total: 2

Property Type	Number
Serial Number:	76093490
Registration Number:	2090756

CORRESPONDENCE DATA

Fax Number: (212)387-0167
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: efile@tmcounselors.com
 Correspondent Name: Mark I. Peroff
 Address Line 1: 915 Broadway
 Address Line 4: New York, NEW YORK 10010

ATTORNEY DOCKET NUMBER:	1148.0800
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DOMESTIC REPRESENTATIVE

Name: Trademark & Patent Counselors of America

OP \$65.00 76093490

Address Line 1: 915 Broadway

Address Line 2: 19th Floor

Address Line 4: New York, NEW YORK 10010

NAME OF SUBMITTER:

Jacqueline Stelling

Total Attachments: 4

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**Exhibit C to the Joint Venture Agreement
between Frisby Technologies, Inc. and Schoeller Textil AG**

LICENSE AGREEMENT

This agreement (this „Agreement“), effective as of the 1st day of January, 2000 (the „Effective Date“), is made between Frisby Technologies, Inc., a Delaware corporation, with its principal place of business at 3195 Centre Park Blvd., Winston-Salem, NC 27107 („Frisby“), and Schoeller Textil, AG-a Swiss company, with its principal place of business at Bahnhofstrasse Postfach CH-9475 Sevelen („Licensee“).

A. Licensee desires to manufacture the Licensed Products in the Territory and Frisby desires to supply to Licensee the Frisby Products for use in the manufacture of the Licensed Products by Licensee.

B. Frisby desires to grant to Licensee a license to use certain of Frisby's trademarks in connection with the manufacture of the Licensed Products by Licensee, and Licensee desires to accept such license.

C. Frisby desires to grant to Licensee a license to sell the Licensed Products worldwide through Schoeller Frisby Technologies GmbH or directly, and to use certain of Frisby's trademarks worldwide in connection with the sale of the Licensed Products by Licensee, and Licensee desires to accept such license.

D. Frisby and Schoeller entered into a Joint Venture Agreement (the "Joint Venture Agreement", dated the Effective Date, agreeing on the incorporation of Schoeller Frisby Technologies GmbH to act as the exclusive agent of Frisby and Schoeller to market, distribute and sell Venture Products, as defined in the Joint Venture Agreement, to Customers (the "Customers") and to Key Accounts (the "Key Accounts"), as defined in the Joint Venture Agreement, and to act as a non-exclusive agent of Frisby and Schoeller to market, distribute and sell Venture Products to entities based in Asia ("Asian Entities"), as defined in the Joint Venture Agreement

In consideration of the mutual covenants contained in this Agreement and for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, Frisby and Licensee agree as follows:

ARTICLE 1
DEFINITIONS

- 1.1 All capitalized terms and conditions, if not defined herein, shall have the same meaning as, and are in accordance with the definitions set out in the Joint Venture Agreement between Frisby and Schoeller Textil AG made and entered into as of January 1, 2000.
- 1.2 „End-Use Products“ shall mean finished products which are intended to be sold to consumers and are made in whole or in part from Licensed Products
- 1.3 „Foam“ means any cellular material formed by the dispersion of gas bubbles (either internally chemically generated or externally incorporated, as by chemical blowing agents) within a polyurethane base material. As used herein „Foam“ includes not only a single, continuous foam layer but also multiple foam layers, if they are substantially continuously attached to one another.
- 1.4 „Frisby Products“ means MicroPCM additives manufactured and sold by Frisby or its licensees under the Thermasorb® trademarks.
- 1.5 „Licensed Products“ shall mean MicroPCM Foam or MicroPCM Fabrics as listed in Exhibit A.
- 1.6 „Territory“ means Switzerland
- 1.7 „Technology“ means any of Frisby's interests in phase change thermal management, including but not limited to Frisby Products and Frisby's rights in U.S. Patent Numbers 4,807,696, 4,911,232, 5,141,079, 5,224,356, 5,290,904, 5,415,222, 5,499,460, 5,637,389, 5,366,801 and 5,804,297, in European Patent Number 0-611-330 and 0-630-195.
- 1.8 „Trademark“ or „Trademarks“ means the marks listed on Exhibit B to this Agreement.

ARTICLE 2
GRANT OF LICENSE

- 2.1 **Non-Exclusive License.** Frisby hereby grants to Licensee a non-exclusive license to manufacture the Licensed Products and to use the Trademarks in connection with the production of the Licensed Products within the Territory.
- 2.2 Frisby hereby grants Licensee a non-exclusive license to sell the Licensed Products (a) to Schoeller Frisby Technologies for re-sale to Customers, Key Accounts and Asian Entities, and (b) to entities based in Japan and the United States that are not Key Accounts. This grant includes the non-exclusive right to use the Trademarks in connection with the sale of the Licensed Products worldwide.

303285 GRB 0001115


Schoeller Textil AG
Bahnhofstrasse
CH-9473 Seuzier
Switzerland

TRADEMARK
REEL: 002658 FRAME: 0132

Exhibit G to the Joint Venture Agreement

9.7 **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.8 **Counterparts.** This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

9.9 **Governing Law and Court of Jurisdiction.** This Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New York without reference to the conflict of laws principles thereof. In the event that any dispute or controversy arises out of or in relation to this Agreement, Frisby and Licensee shall use their reasonable best efforts to settle such dispute or controversy on mutually acceptable terms and conditions, subject to the right of both parties to apply to the courts for the issuance of conservatory or interim measures. Should Frisby and Licensee fail to reach such a settlement within a reasonable period of time, such dispute or controversy shall be determined by arbitration in accordance with the rules of the International Chamber of Commerce. The place of arbitration shall be Zurich, Switzerland, if arbitration is first requested by Frisby, and New York, New York, U.S.A., if arbitration is first requested by Licensee. The arbitrator(s) in any such arbitration shall not be required to be a resident of either the U.S.A. or Switzerland. The language of the proceedings shall be English. The award rendered by the arbitrator(s) shall be final and binding upon the parties to the arbitration. Judgment upon any award rendered by arbitration may be entered in any court having jurisdiction thereof.

9.10 **Survival.** The provisions of Sections 6.2, 7.1, 8.1, 8.3, and Article 9 shall survive the expiration or termination of this Agreement.

9.11 **Status of the Parties.** Nothing in this Agreement shall be construed as creating a joint venture or partnership between Licensee and Frisby. The parties are independent contractors with respect to one another and neither shall hold itself out as having authority to act on behalf of the other.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE DULY EXECUTED AS OF THE EFFECTIVE DATE.

FRISBY TECHNOLOGIES, INC.

BY: 

NAME: Greg Frisby
(Print)

TITLE: Chairman and CEO

SCHOELLER TEXTIL AG

BY:  

NAME: H.J. Hübner Christine Jenny
(Print)

TITLE: CEO Vice President

**EXHIBIT B
TRADEMARKS**

Thermasorb®

ComforTemp®

Comfort in the Extreme®

DCC™

[Thermasorb logo]

[ComforTemp logo]