

04-30-2003

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



102434017

To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20231

1. Name of conveying party(ies): Frisby Technologies, Inc.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State (Delaware)
Other

2. Name and address of receiving party(ies)
Name: Schoeller Frisby Technologies, GmbH
Internal Address:
Street Address: Bahnhofstrasse Postfach,
City: Sevelen, CH-9475 State: Zip: Switzerland
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State
Other Swiss Company

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other License Agreement
Execution Date: January 1, 2000

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) 76/093,490

B. Trademark Registration No.(s) 2,090,756

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mark I. Peroff
Internal Address: Trademark & Patent Counselors of America, P.C
Street Address: 915 Broadway, 19th Floor
City: New York State: NY Zip: 10010

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 60
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

04/30/2003
01 FC:852
02 FC:852

FINANCE SECTION
APR 24 PM 1:50

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9. Signature:
Mark I. Peroff Signature Date: 4/23/03

Total number of pages including cover sheet, attachments, and document: 6

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

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 Frisby Technologies, GmbH 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 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.

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 Europe and Asia.
- 1.7 „Technology“ means any of Frisby's rights in microencapsulated 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 and sell the Licensed Products and to use the Trademarks in connection with the production and sale of the Licensed Products within the Territory. Licensee may manufacture Licensed Products itself or it may sub-license third parties to do so solely for the Licensee. This grant includes the non-exclusive right of the Licensee to use the Trademarks in connection with the sale by the Licensee of the Licensed Products worldwide.

ARTICLE 3

SUPPLY AND PRICING

3.1 **Supply and Pricing.** Frisby Products purchased by Licensee shall be in accordance with Article VII of the Joint Venture Agreement.

ARTICLE 4

QUALITY

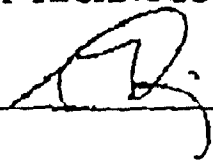
4.1 **Quality Standards.** All Licensed Products must be manufactured to meet or exceed the applicable Frisby quality control specifications unless otherwise agreed to in writing by Frisby.

4.2 **Right of Inspection.** Frisby shall be provided with one (1) pre-production sample of each Licensed Product at no cost to Frisby, including samples of shipping packaging, for inspection to assurance product quality and proper use of the Trademarks. Before using or releasing any proposed art work for labels, packaging and the like, and all printed matter of any kind on which the Trademarks appear, Licensee must submit such material to Frisby for its approval.

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 FRISBY
TECHNOLOGIES GmbH

BY: 

NAME: H. J. Hübner Christine Jenny

(Print)

TITLE: CEO

EXHIBIT B

TRADEMARKS

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