

Form PTO-1594
(Rev. 10/02)

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

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

David Berkey

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: 09/01/2000

2. Name and address of receiving party(ies)

Name: DNA Enterprises

Internal

Address: _____

Street Address: 16968 C.R. 38, PO Box 147

City: Goshen State: IN Zip: 46527

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Indiana
- 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

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) 1,241,083

Additional number(s) attached Yes No

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

Name: Eric J. Groen

Internal Address: Baker & Daniels

Street Address: 205 West Jefferson Blvd.,

Suite 250

City: South Bend State: IN Zip: 46601

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

B. Deposit account number:

02-0387, Baker & Daniels

DO NOT USE THIS SPACE

9. Signature.

Eric J. Groen
Name of Person Signing


Signature

December 1, 2003
Date

Total number of pages including cover sheet, attachments, and document: 4

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

CH \$40.00 020387 1241063

CONTINGENT ROYALTY AGREEMENT

THIS ROYALTY AGREEMENT (Royalty Agreement) is made as of September 1, 2000, by and between David Berkey (Berkey), and DNA Enterprises, Inc., an Indiana corporation (DNA).

RECITALS

1. The shareholders of DNA have changed substantially, and DNA is continuing to operate its business.
2. DNA has agreed to pay to Berkey certain royalties in exchange for the sale, assignment, and transfer to DNA and the use of certain trade secrets, trade marks (including the mark Canterbury™), and other intellectual property by DNA in connection with the manufacture, marketing and sale of park models and other structures (Products), contingent upon the manufacture and sale of units of the Products.
3. Berkey and DNA desire to enter into this written Royalty Agreement to formalize their mutual understanding as to their respective rights and obligations arising from the use of the intellectual property by DNA.

AGREEMENT

In consideration of the foregoing Recitals and the mutual undertakings herein, the sufficiency of such consideration being hereby acknowledged, Berkey and DNA agree as follows:

1. The term of this Royalty Agreement shall commence on the execution date of this Royalty Agreement and shall continue for six (6) years from the date hereof.
2. During the term of this Royalty Agreement and thereafter, DNA shall have the right to manufacture or have manufactured, market, distribute, and/or sell the Products at DNA's sole discretion. Berkey hereby forever sells, assigns, transfers unto DNA all of the trade secrets, trade marks, and other intellectual property (including the trademark Canterbury™) used by DNA in the design, manufacture, and sale of the Products.
3. DNA shall pay Berkey a royalty in the amount of Five Hundred Seventy-Five Dollars (\$575) with respect to each unit of the Products sold by DNA during the term of this Royalty Agreement. The maximum amount of royalties to be paid pursuant to this Royalty

Agreement shall not exceed Seven Hundred Fifty Thousand Dollars (\$750,000). Royalties shall be paid in quarterly payments within Fifteen (15) days after the close of each calendar quarter for sales during the previous quarter, commencing January 15, 2001, and thereafter during the term of this Agreement. Payments hereunder shall be subordinated to debt, and payments thereon, in favor of Buyer's bank(s). Failure to pay royalties as a result of restrictions imposed by the bank shall not constitute a default under this or any other agreement. At the request of such bank(s), DNA will execute a subordination agreement upon terms acceptable to such bank(s).

4. Berkey shall accept such royalty from DNA during the term of this Royalty Agreement as full compensation for Berkey's contributions to the development of the Product, and for DNA's rights specified in this Royalty Agreement. Berkey agrees that he will not directly or indirectly compete with the business activities of DNA, or invest in, advise, assist, or in any way directly or indirectly engage in the business of designing, manufacturing, selling, marketing, or otherwise promoting the business of any person related to the Products, during the term of this Agreement, and within the market territory of DNA. Berkey acknowledges that violation of this noncompetition agreement will cause irreparable harm to DNA and that money damages will not suffice, and agrees that an injunction would be an additional appropriate remedy. Berkey also agrees that in the event he violates this noncompetition agreement, then DNA shall have no obligation to make any subsequent payments to Berkey pursuant to this Royalty Agreement. In the event that DNA finds it necessary to enforce this noncompetition agreement, Berkey agrees that he shall be responsible for and pay DNA's attorneys fees related thereto, whether or not an action is filed in court.

5. DNA agrees to use its best efforts to market and sell the Products during the term of this Royalty Agreement.

6. This Royalty Agreement shall be binding upon, inure to the benefit of, and may be enforced by, both Berkey and his successors and assigns, and DNA and its successors and assigns. The rights and obligations under this Royalty Agreement are nontransferable and nonassignable without prior written consent of the other party, which consent shall not be unreasonably withheld.

7. Any written notices and/or royalty payments shall be deemed duly given and effective: (i) on the date of delivery, if delivered personally or by courier or overnight mail; (ii) on the earlier of the fourth (4th) day after mailing or the date of the return receipt acknowledgment, if mailed, postage prepaid, by certified or registered mail, return receipt requested; or (iii) on the date of transmission, if sent by facsimile or similar telegraphic communications equipment.

8. This Royalty Agreement may not be amended, supplemented, or modified except by a written document which references this Royalty Agreement and which is signed by both Berkey and DNA.

9. If any provision of this Royalty Agreement is determined by a court of competent jurisdiction to be invalid, all other provisions shall remain in full force and effect.

11. Waiver by either party of any breach of any provision of this Royalty Agreement shall not operate or be construed as a waiver of any subsequent or other breach.

12. This Royalty Agreement shall be governed by and construed in accordance with the laws of the State of Indiana applicable to agreements made and performed in Indiana and any legal action or proceeding between Berkey and DNA relating to or arising out of this Royalty Agreement shall be brought exclusively in a federal or state court of competent jurisdiction sitting in Elkhart County, Indiana.

13. This Royalty Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one agreement.

IN WITNESS WHEREOF, DNA has submitted its signature through its authorized representative, and Berkey has submitted his signature in his individual capacity.

Berkey:

DNA Enterprises, INC.

By: [Signature]

By: [Signature]

Date: Sept 1, 2000

Date: Sept 1, 2000