

License #: _____-ASSI_____ -

Date Issued: _____

NON-EXCLUSIVE LICENSE AGREEMENT

Agreement made this _____ day of _____, 20__, by and between ACCENT SIGNAGE SYSTEMS, INC., a Minnesota Corporation, having an address of 2322 West Chestnut Ave, Minneapolis, Minnesota 55405, U.S.A. (hereinafter collectively referred to as LICENSOR) and

_____ ,

a _____ (Corporation, Partnership, LTD, Govt Entity, etc.) having a place of business at _____ (hereinafter referred to as LICENSEE), (collectively referred to as the "Parties");

LICENSOR has a beneficial interest in and authority over certain patent applications, patents, methods and technology relating to the process of making Braille signs, (hereinafter referred to as the "METHODOLOGY and TECHNOLOGY"), a list of which is attached.

LICENSEE wants a Nonexclusive License to use the METHODOLOGY and TECHNOLOGY and LICENSOR is willing to grant a Nonexclusive License upon the terms and conditions set forth below. LICENSOR sells Raster™ Spheres specifically manufactured within strict tolerances for sign production using the METHODOLOGY and TECHNOLOGY. The Raster™ Spheres and the METHODOLOGY and TECHNOLOGY are a matched system.

In consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the covenants and obligations set forth below the Parties agree as follows:

1. The term "Raster™ Spheres" means spherical or non-spherical members that are press fit into pre-drilled holes in a sign face using the METHODOLOGY and TECHNOLOGY.

2. LICENSOR hereby grants LICENSEE a nonexclusive, nontransferable right and license to use the METHODOLOGY and TECHNOLOGY in conjunction with LICENSEE'S use of its "router/engraver" and Raster™ Pen and Auto Raster™.

3. LICENSEE agrees to pay to LICENSOR at the signing of this Agreement, and upon the addition of additional router/engravers, a nonrefundable License Fee for use of the METHODOLOGY and TECHNOLOGY for each router/engraver owned or operated by LICENSEE, the number of which LICENSEE shall disclose to LICENSOR, in U. S. funds; First router/engraver: \$1995.00 (US); Second, subsequent and additional router/engravers: \$ 800.00 (US) per router/engraver.

4. LICENSEE agrees to disclose to LICENSOR any future ownership or possession of additional router/engravers with which LICENSEE will use the METHODOLOGY and TECHNOLOGY, within thirty (30) days of any such additional acquisition and pay the additional License Fee for each such additional router/engraver as set forth in the preceding paragraph. Additional router/engravers acquired for uses other than the METHODOLOGY and TECHNOLOGY need not be disclosed.

5. The use of Braille Rasters™ Spheres, the Raster™ Pen and the Auto-Raster™ represent a matched system and the use of alternative Braille products will render unsupported any warranty implied or given.

6. In the event the LICENSEE defaults or breaches any of the provisions of this Nonexclusive License Agreement, in addition to all other legal remedies then available, LICENSOR reserves the right to cancel this License upon sixty (60) days' written notice to LICENSEE; provided, however, that if LICENSEE, within the sixty (60) day period referred to, cures the said default or breach, the License herein granted shall continue in full force and effect.

7. Unless sooner terminated in accordance with any of the provisions thereof, this Agreement shall continue in force and effect until the expiration of the PATENT or any patent granted pursuant to the PATENT APPLICATIONS underlying the METHODOLOGY and TECHNOLOGY or any re-issue, continuation or extension thereof.

8. LICENSEE agrees that, except as specifically authorized under this License, LICENSEE will not in any manner 1) participate in activities that are infringing of the METHODOLOGY and TECHNOLOGY; or 2) license or teach the METHODOLOGY and TECHNOLOGY to others. Should any provision of this Agreement be held illegal or unenforceable, the remainder of this Agreement shall remain in force, or the court may modify the Agreement to be legal and enforceable if doing so will not violate the obvious intent of the Agreement. This Agreement is to be construed under Minnesota Law and is deemed to have been made in Minneapolis, MN.

WITNESS, the Parties have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

LICENSOR:

ACCENT SIGNAGE SYSTEMS, INC

By: _____

Date: _____

LICENSEE:

By: _____

Date: _____

ADDENDUM TO NON-EXCLUSIVE LICENSE AGREEMENT
List of Patents and Patent Applications

The following United States, European and Canadian Patents and Patent Applications, owned by Licensor Accent Signage Systems, Inc., define the processes, methods and technology, and constitute the METHODOLOGY and TECHNOLOGY as defined in the Non-Exclusive License Agreement.

The Patents:

- U.S. Patent No. 5,245,744, Method for placing Braille letters on architectural signs;
- U.S. Patent No. 5,403,189, Braille architectural sign apparatus;
- U.S. Patent No. 6,537,071, Apparatus for automatically feeding and inserting members into Braille signs. (Auto-Raster)
- U.S. Patent No. 6,908,009 B2 Handheld Apparatus for semi-automatically feeding and Inserting members into Braille signs. (Raster Pen)

The Patent Applications:

European Patent Application No. 03025302.5; and

Canadian Patent Application filed 04/22/2004;

Both describing a handheld apparatus for semi-automatically feeding and inserting Raster™ beads into Braille signs and proprietary Braille insertion methodology (the METHODOLOGY) and technology (the TECHNOLOGY”).