

**METALAST**<sup>®</sup>  
INTERNATIONAL, INC.

## LICENSE AGREEMENT

This License Agreement ("Agreement") is entered into on this 12th day of August 1996 by and between METALAST International, Inc., a Nevada corporation and David M. Semas as it President/CEO (collectively "MII") and METALAST International, LLC, a Nevada limited liability company ("MILLC"), both of whom are located at 2241 Park Place, Suite B, Minden, NV 89423 concerning the licensing and revocable right of use to the United States Patent and Trademark Office ("USPTO") registered trademark and service mark for the "METALAST" name and brand in all fields of use as identified in the USPTO issued registered trademark and service mark ("Trademark"), as maybe amended from time to time.

### R E C I T A L S

WHEREAS, MILLC is desirous of having the right to use the Trademark and MII agrees to license the right of use for the Trademark to; and

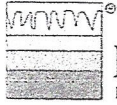
WHEREAS, MII hereby grants to MILLC a license and the conditional right of use for the Trademark under the terms and conditions as defined herein; and

WHEREAS, both MII and MILLC (the "parties") agree to formally reduce to writing their previous oral understanding.

NOW, THEREFORE, the parties agree as follows:

1. Consideration. MII hereby grants to MILLC a license and right of use to the Trademark in all applications as defined by the USPTO for consideration of the continued employment of David M. Semas as President/CEO of MII as the Manager for and on behalf of MILLC in accordance with the terms and conditions of Semas' employment agreement, which may be amended time from time. MILLC shall pay all costs to keep and maintain the Trademark including but not limited to attorney's fees, USPTO filing fees, maintenance and renewal fees, design costs, printing and all other all direct and indirect costs associated with the use, application and maintenance of the Trademark.

2. Term of License Agreement. The provisions of this Agreement shall commence on the effective date of this Agreement and shall automatically renew on each anniversary date thereafter for so long as MII or its assigns or successors in interest own the Trademark, unless terminated or cancelled as provided for herein.



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3. **Termination.** This Agreement may be terminated at any time by either party by written notice to the other party, but such termination shall not affect the obligation of MILLC to pay the expenses and out of pocket costs of MII.

4. **Assignment.** MILLC shall not have the right to assign its interest in this Agreement without first obtaining written consent of MII and David M. Semas as its President/CEO. MII shall have the exclusive right to assign, transfer, sell or hypothecate its interest in this Agreement.

5. **Waiver.** Any waiver by MILLC or MII of the breach of any term or condition of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other term condition hereof.

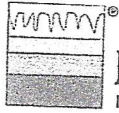
6. **Attorney's Fees and Costs.** In the event of litigation between MII and MILLC regarding the rights and obligations of the parties hereunder, the prevailing party shall be entitled to reasonable attorney's fees and costs.

7. **Controlling Law.** This Agreement and all rights, duties and liabilities hereunder shall be construed in accordance with the laws of the State of Nevada, and of the United States of America. The exclusive venue and jurisdiction shall be Ninth Judicial District Court, Douglas County, Nevada. The Parties expressly acknowledge that this is a mandatory forum selection clause.

8. **Successors.** The rights and obligations of the parties to this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, executors, administrators and heirs.

9. **Counterparts.** This Agreement and all amendments thereto may be executed in counterparts, and all so executed shall constitute one agreement, binding on all the parties hereto, notwithstanding that all of the parties are not signatory to the original or to the same counterpart.

10. **Severability.** Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.



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11. Amendments. This Agreement shall not be amended, altered or modified except by written instrument signed by MII and MILLC.

12. Complete Agreement. This Agreement sets forth the entire understanding of the parties hereto and supersedes all prior agreements, communications, representations, warrants, whether oral or written, by any party hereto.

IN WITNESS WHEREOF, the parties have hereunto executed and delivered this Agreement as of the day and year first above written.

METALAST International, Inc.  
("MII")

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

David M. Semas, President/CEO  
METALAST International, Inc.

METALAST International, LLC  
("MILLC")

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

David M. Semas, President/CEO  
METALAST International, Inc.  
Manager on behalf of  
METALAST International, LLC