



**U. S. PATENT No. 5,214,730 LABEL SUB-LICENSE AGREEMENT  
("Angled Endface patent")**

This Label Sub-license Agreement is effective as of December 1, 2007 (hereinafter referred to as the "Effective Date") and is by and between:

US Conec, Ltd., a corporation organized under the laws of the State of North Carolina and having a place of business at 1555 4th Ave. SE, PO Box 2306, Hickory, N.C. 28603-2306, hereinafter referred to as "US Conec", and the party, referred to as "**Customer**", **that purchases the MT ferrule with the Label Sub-license or a third party that uses the purchased ferrule in a connector.**

**NOW THEREFORE**, in mutual consideration of the promises and mutual covenants herein contained, the Parties covenant and agree as follows:

**ARTICLE I - DEFINITIONS**

- 1.1 "Label Sub-license Agreement" shall mean the instant "PATENT LABEL SUB-LICENSE AGREEMENT." This agreement replaces all previous US Conec Sub-licensed Patent agreements with Customers.
- 1.2 "Sub-licensed Patent" shall mean United States Patent No. 5,214,730 and its foreign counterparts listed in Appendix A covering a connector incorporating a multifiber ferrule.
- 1.3 "Covered Products" shall mean any multifiber ferrule designed for use in angled, protruded polish applications, the use, sale or offer for sale of which would infringe, contribute to the infringement of, or induce infringement of any Sub-licensed claim of the Sub-licensed Patent.
- 1.4 "NTT" shall mean Nippon Telegraph and Telephone Corporation, a Japanese corporation that is the holder of record of all rights to the Sub-licensed Patent.
- 1.5 "Customer" shall mean a party that purchases from US Conec any Covered Products for use, or resale to a third party that uses the Covered Products, in a connector or individually or in a bag of parts.

**ARTICLE II - LABEL SUB-LICENSE GRANT, NON-ASSERTION**

- 2.1 **Subject to the terms of this Label Sub-license Agreement, US Conec hereby grants to Customer, and Customer hereby accepts a non-transferable, non-exclusive, royalty-free, fully paid-up Label Sub-license to the Sub-licensed Patent, to use, sell, and offer for sale Covered Products individually, in bag of parts, and in connectors covered by the Sub-licensed Patent, and for the further use and resale by third parties.** Upon request, US Conec will provide pricing ex-royalty for Customer if Customer certifies in writing that its terminated connectors will not require a license under the Sub-licensed Patent.
- 2.2 Subject to the terms of this Label Sub-license Agreement, and for the avoidance of doubt:
  - (a) **the non-exclusive Label Sub-license set out in part 2.1 of this Label Sub-license Agreement attaches only to Covered Products, and any other products sourced from any entity other than US Conec shall not be covered by this Label Sub-license Agreement; and**
  - (b) **except for the non-exclusive Sub-license granted in part 2.1 of this Label Sub-license Agreement relating to the Sub-licensed Patent, no other rights of any kind, express or implied, are granted to Customer.**

- 2.3 Any attempts by the Customer to assert, or support an unaffiliated party in supporting an assertion, that the Sub-licensed Patent is invalid or unenforceable, in any way or in any proceeding, including without limitation any request for re-examination, trade secret or know-how related legal action or proceeding, invalidity proceeding, or the like shall be grounds for US Conec to terminate any or all parts of this Label Sub-license Agreement as to that Customer.

### **ARTICLE III – CONSIDERATION, TERM AND TERMINATION**

- 3.1 This Label Sub-license Agreement shall be effective on the Effective Date and shall expire on expiration of the Sub-licensed Patent.
- 3.2 In the event of the early termination of this Label Sub-license Agreement by US Conec for any reason, then Customer shall have the right to complete all contracts with third parties for the sale of Sub-licensed Products under which Customer is legally obligated on the date of termination provided all such sales are completed within six (6) months following the date of termination.

### **ARTICLE IV - MISCELLANEOUS**

- 4.1 US Conec represents and warrants that it has the right and power to Label Sub-license the Sub-licensed Patent, that it has the right to enter into this Label Sub-license Agreement, that it is not a party to any existing assignments, grants, Sub-licenses, encumbrances, obligations or agreements, written or oral, inconsistent with this Label Sub-license Agreement.
- 4.2 Nothing in this Label Sub-license Agreement shall be construed as:
- (a) a warranty or representation by US Conec as to the validity, enforceability or scope of the Sub-licensed Patent; or
  - (b) an obligation by NTT or US Conec to bring or prosecute actions or suits against third parties for infringement or misappropriation of the Sub-licensed Patent; or
  - (c) an authorization to use a copyright, trademark or trade name of US Conec; or
  - (d) except in performance of an express obligation under this Label Sub-license Agreement, an obligation on the part of US Conec to buy or supply any products or services; or
  - (e) an obligation on US Conec to furnish any manufacturing or technical information.
- 4.3 Notwithstanding anything in this Label Sub-license Agreement, the Parties shall have the right to disclose to any party that US Conec and Customer have entered into a non-exclusive Label Sub-license agreement regarding the Sub-licensed Patent.
- 4.4 Nothing herein shall be deemed to create an agency, joint venture or partnership relation between the Parties.
- 4.5 This Label Sub-license Agreement constitutes the entire agreement and understanding of the Parties with regard to the subject matter hereof and supersedes all prior agreements between the Parties concerning the subject matter hereof. US Conec standard terms and conditions also apply.
- 4.6 Nothing in this Label Sub-license Agreement shall preclude US Conec from taking whatever actions are necessary to prevent immediate, irreparable harm to its interests.
- 4.7 Any questions, claims, disputes, remedies, or procedural matters shall be governed exclusively by the laws of the State of North Carolina and of the United States of America, without regard to the conflicts of law rules of any jurisdiction. The parties agree that the State of North Carolina has a substantial relationship to this transaction and each Party agrees that the courts of North Carolina shall have exclusive jurisdiction over them and agree to submit to the exclusive jurisdiction of such courts. Accordingly, the exclusive venue for any and all litigation relating to this Label Sub-license Agreement shall be in the State of North Carolina in the state

or federal court having subject matter jurisdiction.

4.8 The headings contained in this Label Sub-license Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Label Sub-license Agreement.

4.9 Should any part or provision of this Label Sub-license Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding.

## APPENDIX A Patent List

Title	Country	Number	Remarks
Multifiber optical connector plug with low reflection and low insertion loss	U.S.A.	5,214,730	Registered
Multifiber optical connector plug with low reflection and low insertion loss	Australia	635,172	Registered
Multifiber optical connector plug with low reflection and low insertion loss	Taiwan	103,712	Registered Utility Model
Multifiber optical connector plug with low reflection and low insertion loss	UK Germany France Italy Spain Sweden	0,514,722 0,712,015	Registered
Multifiber optical connector plug with low reflection and low insertion loss	Korea	113,209	Registered
Multifiber optical connector plug with low reflection and low insertion loss	Canada	2,068,453	Registered
Multifiber optical connector plug with low reflection and low insertion loss	Japan	2,750,961 2,750,963 2,769,752 2,750,966	Registered