

## EXCLUSIVE PATENT LICENSE AGREEMENT

This Agreement is made and entered into as of the Effective Date of July 31<sup>st</sup>, 2023, by and between Frederick Perkins ("PERKINS"), an individual residing at 92 Pill Drive, Becket, MA 01223, and Woodstream Corporation ("WOODSTREAM"), a Pennsylvania corporation having an office and place of business at 29 East King St., Lancaster, PA 17602 (collectively "the parties").

WITNESSETH:

WHEREAS PERKINS owns and controls U.S. Patent No. 11,627,242 (the "'242 Patent" or the "Licensed Patent"), issued from U.S. Patent Application No. 14/735,282, filed on June 10, 2015, directed to a self-contained bird feeder including a camera.

[REDACTED]

obtain such license from PERKINS.

[REDACTED]

and obligations undertaken herein, PERKINS and WOODSTREAM

### 1. DEFINITIONS

1.1 "PERKINS" shall mean the individual Frederick Perkins, owner of the Licensed Patent.

1.2 "WOODSTREAM" shall mean Woodstream Corporation, and its past, present or future divisions, affiliates and subsidiaries (as defined below).

[REDACTED]

and regulations of such jurisdictions when such entity was formed, and any

[REDACTED]

with the power to direct management

[REDACTED]

1.5 "Product" shall mean any and all past, present and future products manufactured or sold by or for WOODSTREAM, or used, leased, sold, offered for sale, imported, exported or otherwise disposed of by WOODSTREAM, which may have been previously covered by, are now covered by or in the future are covered by one or more claims of the Licensed Patent, or which are manufactured by or utilize a method which may have been previously covered by, are now covered by or in the future covered by one or more claims of the Licensed Patent and, but for the rights, licenses, privileges, releases, non-assertions and immunities granted hereunder, would or could be alleged to infringe directly or indirectly, by contributory infringement, by inducement or otherwise, one or more claims of the Licensed Patent.

1.6 "Effective Date" shall mean the last of the dates, if different, on which this Agreement is executed by PERKINS and WOODSTREAM.

## 2. LICENSE AND SUBLICENSES

2.1 PERKINS, on behalf of itself and any successors and/or assigns, grants to WOODSTREAM during the term of this Agreement, an exclusive license, privilege and immunity to (i) use the intellectual property described in the Licensed Patent; (ii) to manufacture, import, market, distribute, and/or sell the Product and any improvements to the Product developed by WOODSTREAM; and (iii) to develop improvements to the Product utilizing the Licensed Patent. For the avoidance of doubt, during the term of this Agreement, PERKINS shall not license any third party to manufacture, market, sell or distribute the Product. PERKINS shall not manufacture, use, market, sell or distribute the Product, unless agreed to in writing at the sole discretion of WOODSTREAM.

[REDACTED]

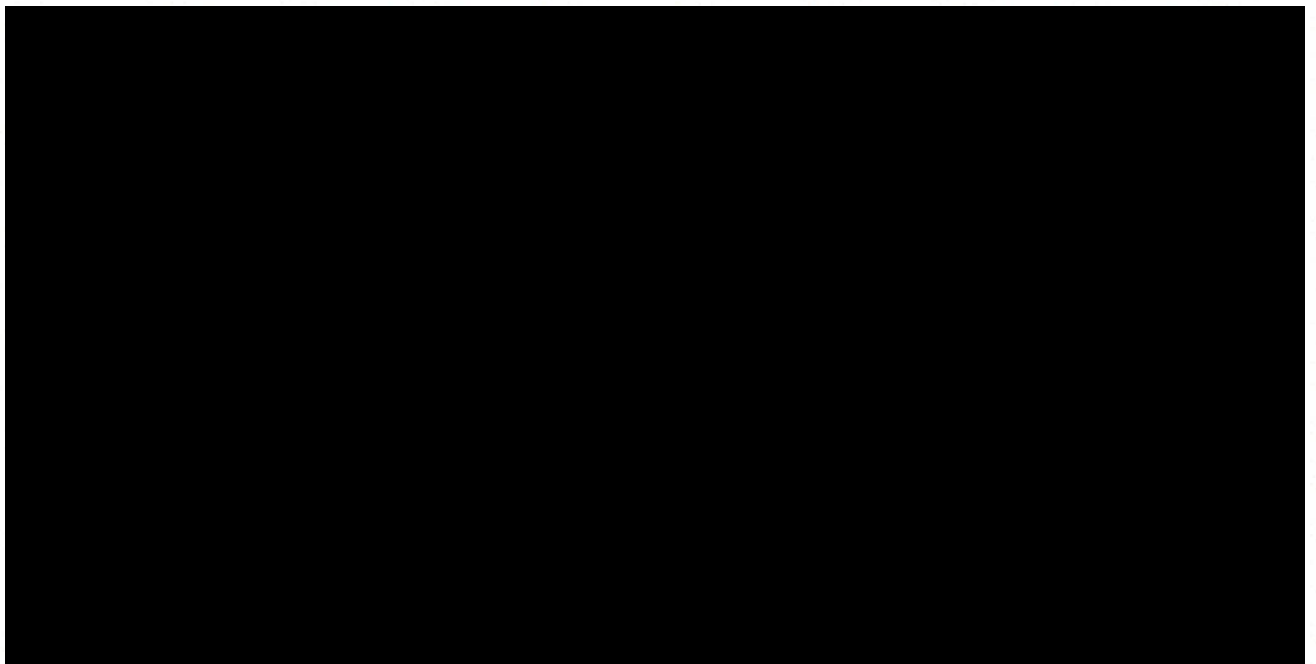
[REDACTED]

0.7.2. Licensee WOODSTREAM remains the exclusive licensee of the Licensee

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

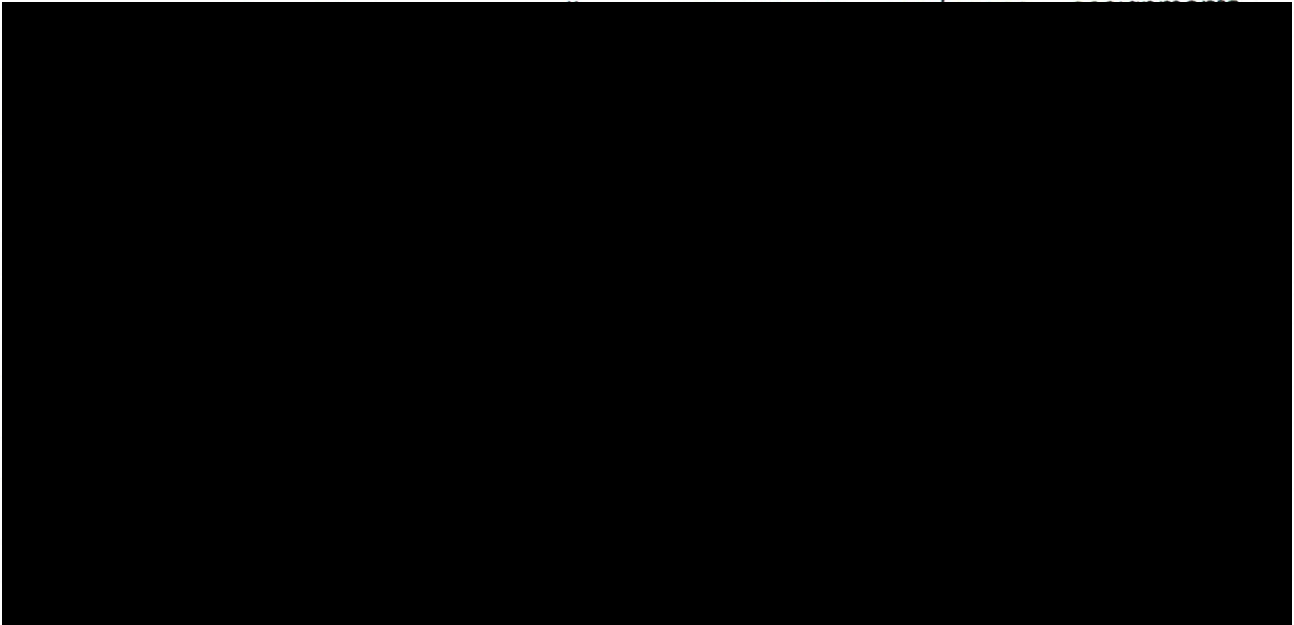
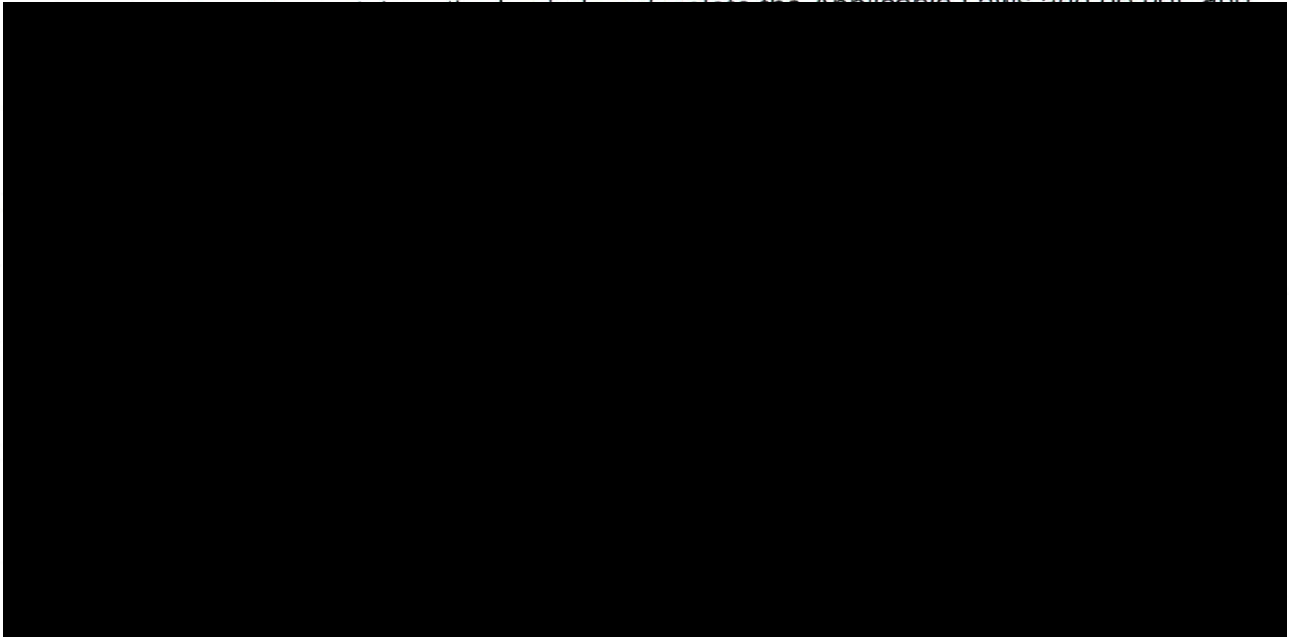
5.2 Either WOODSTREAM or PERKINS may terminate this Agreement on 30 days

[REDACTED]

5.5 The following shall constitute the entire agreement between the parties:

[REDACTED]

...to the Applicable Laws and do not, and



...with WOODSTREAM; or (ii) convey all substantial rights in the

[REDACTED]

...Section 7 (the "Indemnified

[REDACTED]

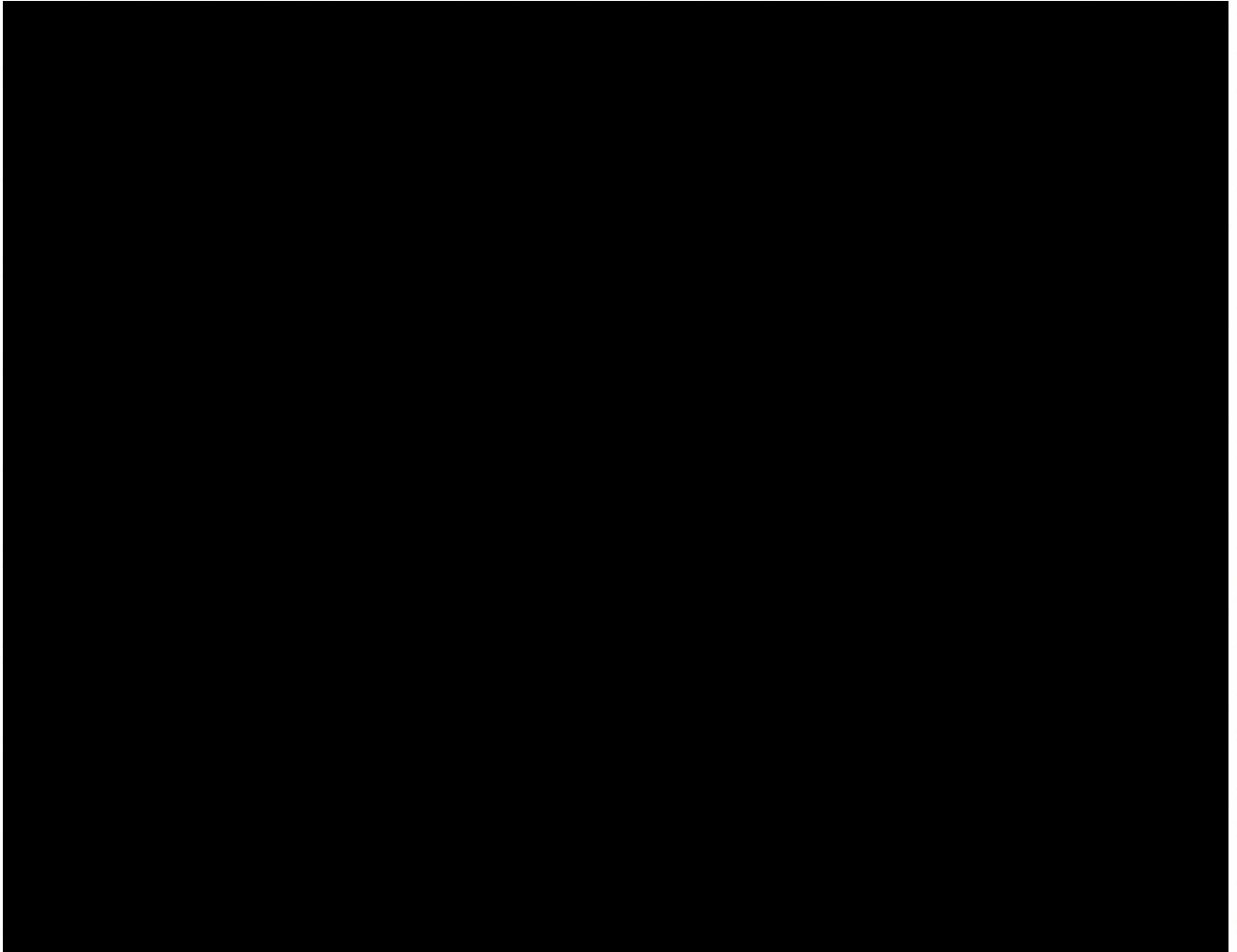
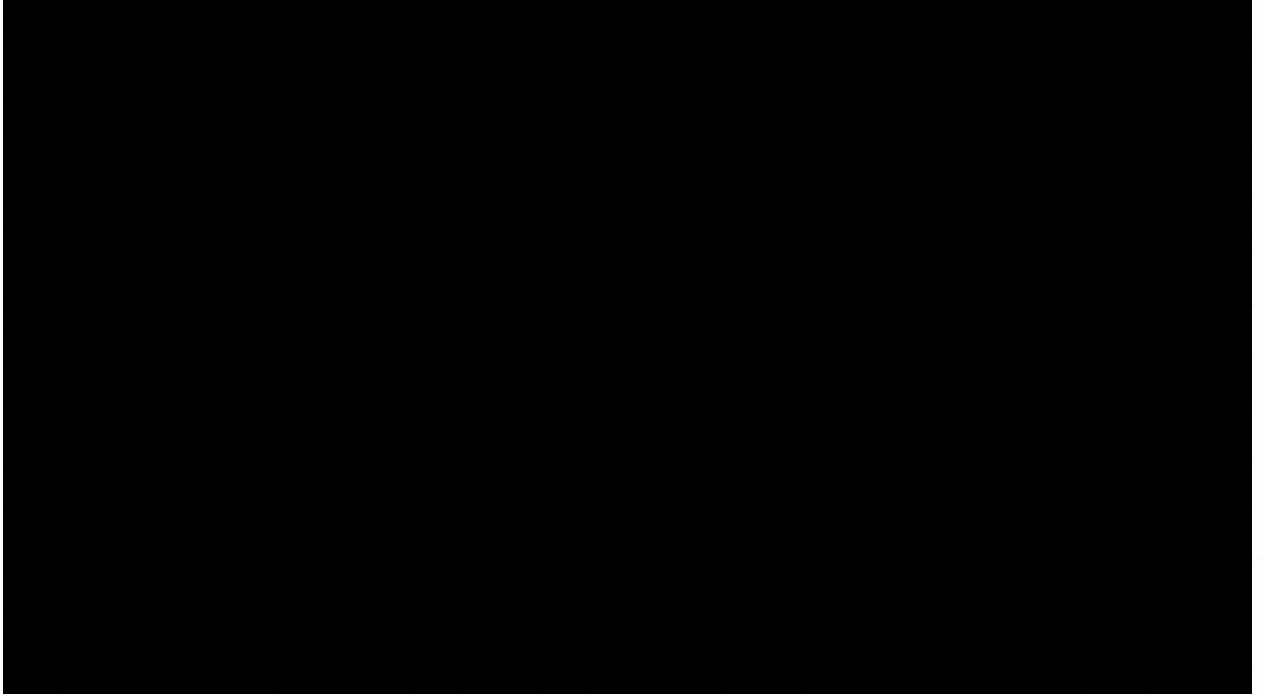
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[REDACTED]

[REDACTED]

[REDACTED]

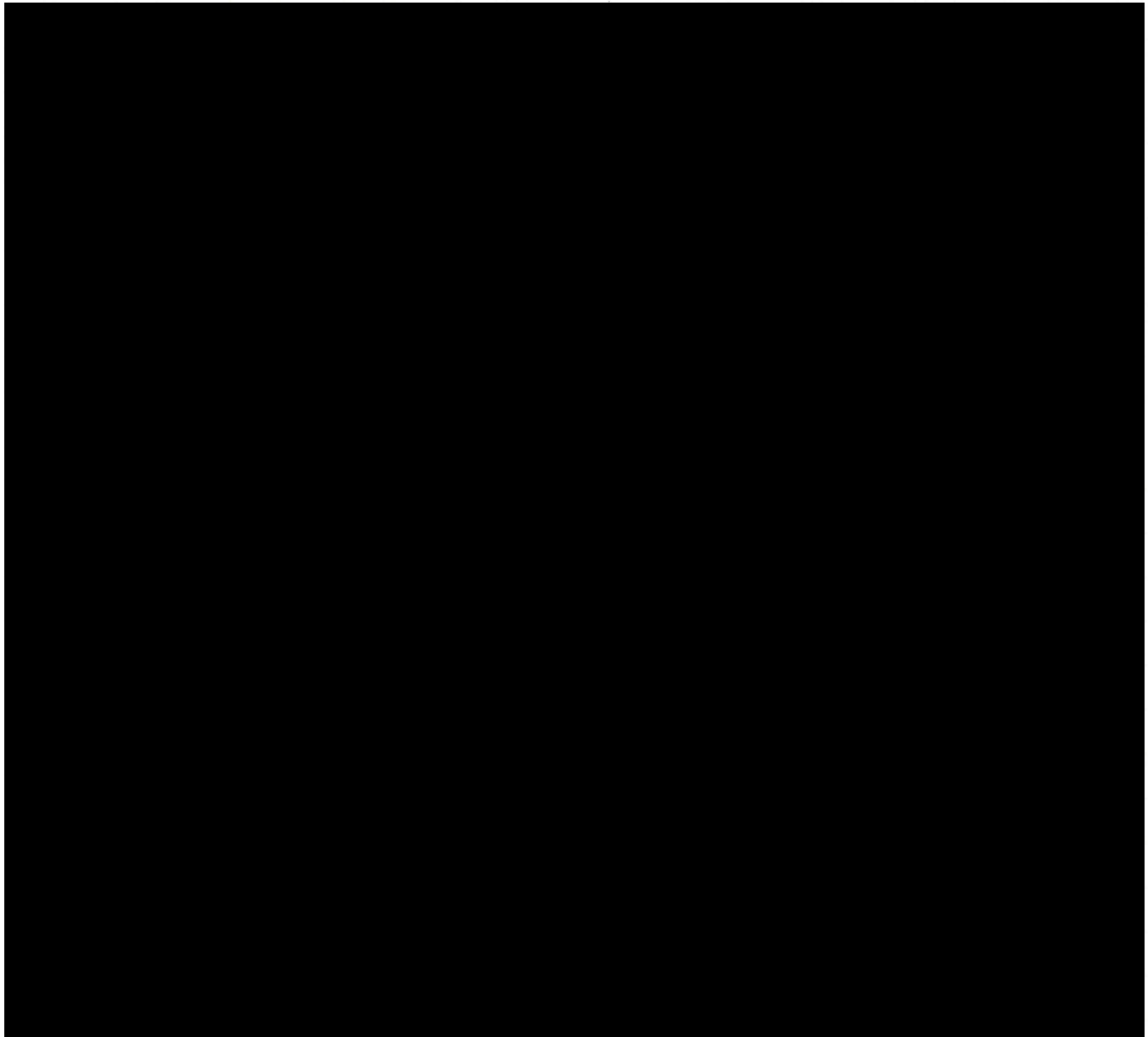
[REDACTED]



[REDACTED]

remedy on any other occasion.

[REDACTED]

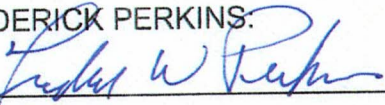


A handwritten signature in blue ink, appearing to be 'JP', is located above the footer text.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have executed this Agreement on the day and year first written above. Each party warrants that its executing officer has the power and authority to sign the Agreement, and to thus bind its principal.

FRDERICK PERKINS:

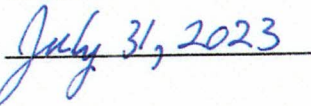
By



Print Name: Frederick Perkins

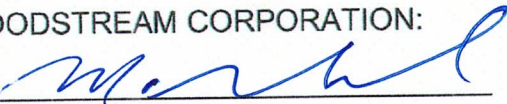
Title: Owner

Date



WOODSTREAM CORPORATION:

By



Print Name: Miquel Nistal

Title: President and CEO

Date

