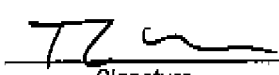


Form PTO-1595 (Rev. 06/04)
OMB No. 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET PATENTS ONLY	
Attorney Docket No.: 029049.57806US	
To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.	
1. Name of conveying party(ies)/Execution Date(s): <p style="text-align: center;">Nicholas A. Rogers aka Nicholas A. Shaw</p> Execution Date(s) June 30, 2004 Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: Chameleon, Inc. Street Address: 16 Mount Bethel Road Warren, New Jersey 07059 Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Government Interest Assignment <input type="checkbox"/> Executive Order 9424, Confirmatory License <input checked="" type="checkbox"/> Other <u>Agency Agreement, Termination Letter</u>	
4. Application number(s) or patent number(s): <input type="checkbox"/> This document is being filed together with a new application. <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> A. Patent Application No.(s) </div> <div style="width: 45%;"> B. Patent Registration No.(s) 4,848,009 5,343,190 </div> </div> Additional number(s) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: Crowell & Moring LLP Street Address: Intellectual Property Group PO Box 14300 Washington, DC 20044-4300 Phone Number: 202-624-2500 Fax Number: 202-628-8844	6. Total number of applications and patents involved <u>2</u> 7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80.00 <input checked="" type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input type="checkbox"/> Enclosed <input type="checkbox"/> None required (government interest not affecting title) 8. Payment Information a. Credit Card Last 4 Numbers <u>1004</u> Expiration Date <u>10/10</u> b. Deposit Account Number <u>05-1323</u> Authorized User Name <u>23911</u>
9. Signature: <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 60%;">  _____ Signature </div> <div style="width: 35%; text-align: center;"> <u>June 7, 2006</u> Date </div> </div> <div style="display: flex; justify-content: space-between; align-items: flex-end; margin-top: 20px;"> <div style="width: 60%;"> <u>Thomas M. Haas, Reg. No. 50,210</u> Name of Person Signing </div> <div style="width: 35%; text-align: center;"> Total number of pages including cover sheet, attachments, and documents: <u>8</u> </div> </div>	

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

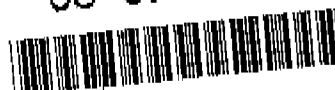
CH \$80.00 051323 5343190

Form PTO-1595 (Rev. 07/05)
OMB No. 0651-0027 (exp. 6/30/2008)



03-07-2006

COMMERCE
Trademark Office



103192052

RECORDATION FORM
PATENTS

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Nicholas A. Rogers aka Nicholas A. Shaw

2. Name and address of receiving party(ies)

Name: Chameleon, Inc.

Internal Address: _____

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

3. Nature of conveyance/Execution Date(s):

Execution Date(s): _____

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☐ Joint Research Agreement☐ Government Interest Assignment☐ Executive Order 9424, Confirmatory License☒ Other Agency Agreement, Termination Letter

Street Address: 16 Mount Bethel Road

City: Warren

State: New Jersey

Country: _____ Zip: 07059

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):☐ This document is being filed together with a new application.

A. Patent Application No.(s)

B. Patent No.(s)

4,848,009

5,343,190

03/06/2006 MBEYENE2 88000187 4848009

81 FC:8821

88.88 01

Additional numbers attached? ☐ Yes ☒ No

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

Name: Crowell and Moring

Internal Address: _____

Street Address: PO Box 14300

City: Washington

State: DC Zip: 20044-4300

Phone Number: 202-624-2500

Fax Number: 202-628-8844

Email Address: _____

6. Total number of applications and patents involved: 2

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 80

☒ Authorized to be charged by credit card☐ Authorized to be charged to deposit account☐ Enclosed☐ None required (government interest not affecting title)**8. Payment Information**

a. Credit Card Last 4 Numbers 1004

Expiration Date 10/10

b. Deposit Account Number 5-1323

Authorized User Name _____

9. Signature:

Signature

3-03-06

Date

Thomas M. Haas Reg. 50,210

Name of Person Signing

Total number of pages including cover
sheet, attachments, and documents:

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT
REEL: 017746 FRAME: 0410

AGENCY AGREEMENT

This Agreement (this "Agreement") is made effective as of June 30, 2004 (the "Effective Date") by and between Nicholas A. Rodgers also known as Nicholas A. Shaw ("Rodgers") and Chameleon, Inc., 16 Mount Bethel Road, #354, Warren, New Jersey 07059 ("Chameleon"). Rodgers and Chameleon is each referred to herein as a "Party" and collectively, as the "Parties."

RECITALS

WHEREAS, Rodgers is the sole inventor and owner of U.S. Patent No. 4,848,009 and Canadian Patent No. 1,253,832, both entitled "Flashing Footwear"; U.S. Patent No. 5,343,190 and Canadian Patent No. 2,078,270, both entitled "Signalling Footwear" (hereinafter known as the "Patents"); and

WHEREAS, Chameleon is willing to represent Rodgers as his exclusive agent(s) in order to maximize the value of the above-identified patents; and

NOW, THEREFORE, in consideration of the covenants and obligations expressed herein, and intending to be legally bound, the Parties hereby agree as follows:

1.0 Scope of Authority. The specific services Chameleon shall provide to Rodgers shall include the sale, marketing, and manufacture of a footwear light module under the Patents. In addition, Chameleon shall have the right to bring suit, jointly with Rodgers, for infringement of the Patents. These services shall be amended from time-to-time by written agreement of the Parties.

2.0 Term of the Agreement. Rodgers does hereby engage Chameleon as his agents for a period of five (5) years from the Effective Date subject to termination pursuant to Article 6.0 hereof. After the original term, this Agreement may be renewed, or amended and renewed, by mutual agreement of the Parties.

3.0 Territory. The territory of Chameleon shall not be limited to the United States or Canada.

4.0 Compensation for Services. Rodgers will compensate Chameleon for the services provided hereunder with the sum of \$50 per year for the sale, marketing, manufacture of a footwear light module under the Patents. and from the recoveries received of any infringement action to enforce said patents.

5.0 Acknowledgement of Duties of Agent(s). Chameleon accept such engagement, and for the term of this Agreement, will (i) sell, market, and manufacture under the Patents., and (ii) enforce the Patents. in order to maximize the value of said patents.

6.0 Termination of Agreement. Rodgers shall have the right by one (1) month prior written notice to Chameleon, to terminate this Agreement at anytime subsequent to four (4) years from the Effective Date provided that Cheung no longer is employed by Chameleon, Inc. or Chameleon fails to perform its duties herein. Such cancellation shall not affect the rights of the agent to any compensation to which it is entitled hereunder. Chameleon shall likewise have the right by one (1) month prior written notice to Rodgers, to terminate this Agreement at anytime subsequent to two (2) years from the Effective Date provided that neither Cheung nor Chameleon can comply with the Duties of Agent specified in Article 5.0.

7. Confidentiality. Chameleon agree not divulge information obtained during their employment for Rodgers. As part of the consideration required under this Agreement, Chameleon and its employees, officers, trustees agree that they will not at any time thereafter divulge to any person or entity any confidential information received by them during or after the term of this Agreement with regard to the personal, financial, or other affairs of Rodgers, and all such information shall be kept confidential and shall not be revealed to anyone.

8 Damages. In the event of a breach of this Agreement by either Party hereto resulting in damages to the other Party, that other Party may recover from the Party so breaching said contract damages as may be sustained.

9. Accounts. Chameleon shall keep an accurate accounting of any income received from their duties herein and such accounting shall be available for inspection by Rodgers or his designated accountant at reasonably agreed upon times.

10. Entire Agreement. This Agreement constitutes the entire Agreement of the Parties and memorializes all past and present written and oral agreements and supersedes all prior agreements; no statements, promises, or inducements made by either Party that are not contained in this Agreement shall be valid or binding.

11. Governing Law. The formation, validity and performance of this Agreement shall be governed by and interpreted in accordance with the internal substantive laws of the state of New Jersey, without giving effect to any choice of law rules.

12. Dispute Resolution.

12.01 Arbitration. Except that either Party may seek injunctive, equitable or similar relief or order from a court to prevent a breach or further breach or mitigate a breach of this Agreement, any and all disputes, controversies or claims arising out of or in relation to this Agreement shall be finally settled under the Commercial Arbitration Rules of the American Arbitration Association then in force. The arbitration shall be conducted by a single arbitrator appointed in accordance with said Rules. The award rendered shall be final and binding on the Parties. Judgment upon the award may be entered in any court having jurisdiction. The place of arbitration shall be Washington, D.C., U.S.A. The language to be used in the arbitration proceeding shall be English. Each Party shall bear its own costs and legal fees associated with such arbitration. The relevant cure periods for breach under this Agreement shall toll while either Party pursues resolution to a dispute under this Section.

12.02 Cumulative Remedies. Unless expressly provided in this Agreement that a remedy is the exclusive remedy available, all remedies provided herein shall be in addition to any other rights or remedies available to the Parties under this Agreement or at law or in equity.

13. Notices.

13.01 Any notice required to be given under this Agreement shall be given in the English language by sending such notices by postage-prepaid registered airmail or an internationally recognized overnight courier service addressed to the other Party at the address listed below:

For Rodgers:
Nicholas A. Rodgers
SJO 892, Box 025216
Miami, Florida

For Chameleon:
James D. Cheung
President of Chameleon, Inc.,
16 Mount Bethel Road, #354
Warren, New Jersey 07059

Either Party may notify the other Party of a different address to receive the other Party's notices in accordance with the manner described in this Section.

13.02 In the case where any notice is sent by airmail, such notice shall be sent return receipt requested and is deemed to be received by the other Party upon endorsement, by an employee or agent of the other Party of such receipt.

14. Force Majeure.

14.01 Neither Party shall be liable for any failure to perform as required by this Agreement by reason of Force Majeure, to the extent such failure to perform is due to circumstances reasonably beyond the control of such Party, including but not limited to requisition or interference by any government, state or local authorities, war, riots, civil disturbances, terrorism, strikes or other labour disputes, accidents, failure to secure required governmental approval, civil disorders or acts of aggression, acts of God, energy or other conservation shortages, plague or other such occurrences.

14.02 If and when any Party is hindered in its performance of its obligations under this Agreement by reason of Force Majeure, the performance shall be suspended during, but not longer than, the continuance of such circumstances. Either Party hereto whose performance of obligations has been hindered by reason of Force Majeure shall, to the extent possible, inform the other Party immediately, and shall use reasonable efforts to overcome the effect of the Force Majeure.

15. **Liability.** Neither Party nor other affiliated companies, nor the officers, agents and employees, trustees, beneficiaries, or shareholders shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product, or loss of use and any protection against liability for losses of damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of a protected individual or entity), statute or otherwise.

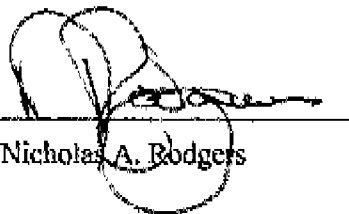
16. **Non-assignability.** This Agreement is personal to the Parties hereto and shall not be assignable to any Third Party by Chameleon without the prior written consent of Rodgers. Notwithstanding the foregoing, this Agreement may be assigned and delegated in part or in its entirety by Rodgers.

17. **Separability.** In the event any portion of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or provisions of this Agreement are in conflict with any applicable statute or rule or law, then such terms or provisions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule or law.

18. **Amendment.** The Parties hereto may amend, modify or alter any of the provisions of this Agreement, but such amendment, modification or alteration will be valid and binding on either Party only if memorialized by a written instrument that explicitly refers to this Agreement and is duly executed by both Parties hereto.

19. **Counterparts.** This Agreement may be executed by the Parties in one or more identical counterparts, each of which shall be treated as an original and all of which together will constitute this Agreement. If this Agreement is executed in counterparts, no signatory hereto will be bound until both Parties have duly executed and delivered a counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate counterparts by their duly authorized representatives, effective as of the date and year first above written.



Nicholas A. Rodgers

CHAMELEON, INC.

James D. Cheung
Title: President

15. **Liability.** Neither Party nor other affiliated companies, nor the officers, agents and employees, trustees, beneficiaries, or shareholders shall be liable to the other in any action or claim for consequential or special damages, loss of profits, loss of opportunity, loss of product, or loss of use and any protection against liability for losses of damages afforded any individual or entity by these terms shall apply whether the action in which recovery of damages is sought is based on contract, tort (including sole, concurrent or other negligence and strict liability of a protected individual or entity), statute or otherwise.

16. **Non-assignability.** This Agreement is personal to the Parties hereto and shall not be assignable to any Third Party by Chameleon without the prior written consent of Rodgers. Notwithstanding the foregoing, this Agreement may be assigned and delegated in part or in its entirety by Rodgers.

17. **Separability.** In the event any portion of this Agreement shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or provisions of this Agreement are in conflict with any applicable statute or rule or law, then such terms or provisions shall be deemed inoperative to the extent that they may conflict therewith and shall be deemed to be modified to conform with such statute or rule or law.

18. **Amendment.** The Parties hereto may amend, modify or alter any of the provisions of this Agreement, but such amendment, modification or alteration will be valid and binding on either Party only if memorized by a written instrument that explicitly refers to this Agreement and is duly executed by both Parties hereto.

19. **Counterparts.** This Agreement may be executed by the Parties in one or more identical counterparts, each of which shall be treated as an original and all of which together will constitute this Agreement. If this Agreement is executed in counterparts, no signatory hereto will be bound until both Parties have duly executed and delivered a counterpart of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate counterparts by their duly authorized representatives, effective as of the date and year first above written.

Nicholas A. Rodgers

CHAMELEON, INC.


James D. Cheung
Title: President