

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

CONDITIONAL ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
Evrio, Inc.	04/14/2006

RECEIVING PARTY DATA

Name:	Summit Treestands, LLC
Street Address:	715 Summit Drive
City:	Decatur
State/Country:	ALABAMA
Postal Code:	35601

PROPERTY NUMBERS Total: 6

Property Type	Number
Patent Number:	7100626
Application Number:	11045736
Application Number:	11165398
Application Number:	11295305
Application Number:	11484106
Application Number:	11788495

CORRESPONDENCE DATA

Fax Number: (404)685-7070

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

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ATTORNEY DOCKET NUMBER:

045973.048

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NAME OF SUBMITTER:

Christopher A. Holland

Total Attachments: 7

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NEW PRODUCT AGREEMENT

Summit Treestands, LLC, "Licensee" ("COMPANY") having a principal place of business at 715 Summit Drive, Decatur, AL 35601, and Evrio, Inc. whose address is of 730 Bantv Court, Sunnyvale, CA 94087, (hereinafter referred to as "INVENTOR"), in consideration of the promises, representations, and obligations set forth below, agree as follows:

1. **DEFINITIONS:** As used in this Agreement and where not otherwise distinctly expressed or manifestly incompatible with the intent thereof, the following terms shall be deemed to have the definitions indicated for each, as follows:

A. **INVENTION:** The concept and product design incorporated in the patents and patent applications listed below and/or attached hereto or illustrated in the drawings and/or description attached as Exhibit A to this Agreement, and incorporated herein, including any modifications or improvements thereto made by INVENTOR during the term of this Agreement, (but excluding any modifications or improvements thereto made by COMPANY during the term of this Agreement).

Lightweight portable concealment means and methods

Provisional Application Serial #60/295,956

Filing Date: June 4, 2001

Lightweight portable concealment means and methods

Patent Application Serial #10/161,986

Filing Date: June 4, 2002

Universal lightweight portable concealment means and methods

Patent Application Serial #11/045,736

Filing Date: January 28, 2005

Modular system for concealment and shelter

Patent Application Serial #11/155,398

Filing Date: June 16, 2005

B. **COVERED PRODUCTS:** Any product manufactured or sold by COMPANY during the term of this Agreement that embodies and is substantially the same as the INVENTION.

C. **PATENT RIGHTS:** All existing and future U.S. and foreign patent rights, industrial design registrations, copyrights, or their equivalents, covering or protecting any part of the INVENTION or COVERED PRODUCT.

D. **NET SALES:** The amount of gross sales, in U.S. dollars, invoiced and collected by COMPANY for the sale of COVERED PRODUCTS, less all discounts of a type actually given to customers; cost of transportation or delivery charges if paid by COMPANY; sales, use, excise and similar taxes if paid by COMPANY; and all allowances actually made by COMPANY for returned, damaged, or defective goods.

E. **PROPRIETARY DATA AND TOOLING:** Information of a technical and marketing nature including all drawings, designs, plans, specifications, research programs and data relevant to: the INVENTION, the manufacture of COVERED PRODUCTS, to the design characteristics and layout of machinery and equipment for the manufacture of COVERED PRODUCTS, to supplier lists, bills of materials, purchase records and price lists, to costing, sales analysis, advertising, sales methods and other marketing techniques relating to COVERED PRODUCTS.

F. **TERRITORY:** Worldwide.

2. RIGHTS GRANTED

A. Subject to the terms and conditions of this Agreement, INVENTOR conveys and assigns to COMPANY all of INVENTOR's rights to the INVENTION, including all PATENT RIGHTS, and including, without limitation, the exclusive right to make, have made, use and sell, and to license others to use, make, and sell, COVERED PRODUCTS throughout the TERRITORY.

B. INVENTOR warrants and represents that it owns all rights to the INVENTION; that it is aware of no claim made by any third-party to ownership of any right to the INVENTION; and that INVENTOR has made no assignment, license, or any promise or agreement in conflict with any right conveyed or obligation incurred under this Agreement.

3. PAYMENTS TO INVENTOR COMPANY will pay to INVENTOR during the term of this Agreement a non-refundable license fee of \$10,000. This licensee fee shall also serve as an advance against future royalties. COMPANY will pay royalties of 6% of NET SALES. INVENTOR agrees to allow 50 blinds per year to be manufactured royalty-free for use as promotional items.

4. TIME OF PAYMENT AND ACCOUNTING RECORDS

A. COMPANY agrees to keep or cause to be kept such detailed and accurate records and books of account as will permit INVENTOR to verify the royalties paid or payable under this Agreement, and COMPANY further agrees that INVENTOR or any authorized representative may at reasonable intervals (but in any event not more than once every six months) and during normal business hours make such examinations of said records and books of accounts as may be necessary to verify the royalties paid and payable to INVENTOR under this Agreement.

B. COMPANY shall report to INVENTOR quarterly each year, such reports to be due within thirty (30) days after the end of each calendar quarter (which is March, June, September & December) of each calendar year that this Agreement is in effect. Each report of COMPANY shall comprise a written statement showing the number of COVERED PRODUCTS sold, the amount of NET SALES realized, and the various deductions and amounts utilized to ascertain NET SALES. COMPANY shall also accompany each such statement with the payment of royalties due to INVENTOR.

5. TERM OF AGREEMENT

A. Unless sooner terminated as provided herein, the term of this Agreement shall be for an initial period of one (1) year, and then continuing for succeeding one (1) year renewal periods, unless COMPANY shall give notice of its intent not to renew the Agreement sixty (60) days prior to the end of any such one (1) year initial or renewal period.

B. If COMPANY does not introduce or promote a COVERED PRODUCT, or voluntarily ceases the manufacture and sale of COVERED PRODUCTS, for a period of one (1) year, then INVENTOR may give sixty (60) days written notice to COMPANY of its desire to terminate this Agreement for that reason.

C. After April 1, 2007, if annual royalties are less than \$50,000, for a period of two (2) consecutive years, then INVENTOR may give sixty (60) days written notice to COMPANY of its desire to

terminate this Agreement for that reason.

D. If COMPANY intends to abandon any pending patent application or to not pay any issue fee or maintenance fee, COMPANY will give INVENTOR written notice sixty (60) days before the intended abandonment or nonpayment. Upon receipt of such notice, or upon discovery of such abandonment or failure to pay issue fee or maintenance fee, INVENTOR may terminate this Agreement for that reason.

6. PATENTS AND TRADEMARKS

A. COMPANY shall have the right to select, use and register, at its sole option and expense, one or more trademarks in conjunction with the sale of COVERED PRODUCTS. All such trademarks, trademark registrations, and associated goodwill (hereinafter collectively referred to as "TRADEMARKS") will be and shall remain the property of COMPANY. INVENTOR has registered the UnBind® trademark which is and shall remain the property of INVENTOR and may not be used by COMPANY.

B. COMPANY may, at its sole option and expense, apply to secure any PATENT RIGHTS anywhere in the TERRITORY. INVENTOR will provide reasonable cooperation to COMPANY, at COMPANY'S expense, in any such applications or proceedings, including executing all documents reasonably required by COMPANY to allow COMPANY to fully secure and protect the rights granted to COMPANY under this Agreement. COMPANY shall pay INVENTOR or individual named inventors their customary rates for any patent prosecution, litigation consulting, or work as expert witnesses.

C. INVENTOR may apply for new patents for INVENTOR's improvements. INVENTOR agrees to assign any new patent applications that claim priority on INVENTION to COMPANY under terms of this agreement.

7. TERMINATION

A. In the event of a breach of this Agreement by COMPANY, INVENTOR shall have the right to terminate the Agreement by giving sixty (60) days advance written notice thereof unless COMPANY has corrected said breach during said sixty (60) days.

B. COMPANY may terminate this agreement for any reason by giving sixty (60) days written notice to INVENTOR.

8. RIGHTS UPON TERMINATION

A. Upon termination of this Agreement, the INVENTION including improvements made by INVENTOR and all PATENT RIGHTS (but excluding any improvements to the INVENTION or to COVERED PRODUCTS made by COMPANY and further excluding the TRADEMARKS) will be assigned to INVENTOR.

B. Termination of this Agreement shall not relieve COMPANY from the obligation to pay royalties due INVENTOR from COMPANY as a result of the manufacture and sale of COVERED PRODUCTS during the term of this Agreement.

C. In the event of termination of this Agreement, COMPANY shall have the right, by payment of royalties as provided herein, to dispose of its inventory of COVERED PRODUCTS which COMPANY then has on hand, provided that COMPANY disposes of said inventory within twelve (12) months from the date of termination.

D. Except as provided for in this paragraph 8, nothing in this Agreement shall be construed to obligate COMPANY to make any payments to INVENTOR for the manufacture or sale of any product of any kind after termination of this Agreement.

9. RIGHTS AGAINST INFRINGERS

A. COMPANY shall have the right to bring suit against any infringer of any PATENT RIGHT and may join INVENTOR as a party-plaintiff. The expense of such litigation shall be paid by COMPANY, and any recovery of damages shall be the property of COMPANY. INVENTOR agrees to provide reasonable cooperation to COMPANY, at COMPANY's expense, in any litigation associated with the PATENT RIGHTS. COMPANY shall pay INVENTOR or individual named inventors their customary rates for any patent litigation consulting or work as expert witnesses.

B. In the event that COMPANY does not desire to bring suit, or does not do so within a reasonable time after an infringement has come to its attention, INVENTOR shall have the right to bring suit and join COMPANY as a party-plaintiff, but in such event, the expenses shall be borne by INVENTOR and INVENTOR shall retain any amounts that are recovered as a result of such infringement.

10. HOLD HARMLESS BY INVENTOR

A. INVENTOR agrees to indemnify and to hold COMPANY harmless, including payment of reasonable attorneys fees, from and against any claim, suit, judgment, or loss arising from a claim of patent infringement or other claim asserted against COMPANY arising from or relating to an alleged misappropriation or infringement by INVENTOR of a proprietary right of a third-party.

11. CONFIDENTIALITY

A. INVENTOR agrees that all information disclosed by COMPANY to INVENTOR pursuant to this Agreement shall be considered "Confidential Information" and shall be held in confidence by the INVENTOR as constituting confidential matters and proprietary rights owned by COMPANY except for information published or otherwise generally and publicly available; information which INVENTOR can prove was in its possession as of the date of this Agreement; information which INVENTOR rightfully received from a third party who has the right to disclose such information; and, information which becomes general public knowledge during the life of this Agreement (other than by disclosure of INVENTOR).

B. COMPANY agrees that all information disclosed by INVENTOR to COMPANY pursuant to this Agreement shall be considered "Confidential Information" and shall be held in confidence by the COMPANY as constituting confidential matters and proprietary rights owned by INVENTOR except for information published or otherwise generally and publicly available; information which COMPANY can prove was in its possession as of the date of this Agreement; information which COMPANY rightfully received from a third party who has the right to disclose such information; and, information which becomes general public knowledge during the life of this Agreement (other than by disclosure of

COMPANY).

C. INVENTOR and COMPANY agree that during the term of this Agreement, and at all times thereafter, all Confidential Information related to the INVENTION shall remain confidential and will not be disclosed to any third-party except as may be necessary for the manufacture or sale of COVERED PRODUCTS by COMPANY or its licensees, or by INVENTOR after the term of this Agreement.

12. NON-COMPETITION:

A. INVENTOR agrees that neither INVENTOR nor any entity or person receiving benefits from INVENTOR will manufacture or market for sale any COVERED PRODUCTS in competition with COMPANY during the term of this Agreement.

B. INVENTOR further agrees that any remedy at law for any breach of this non-competition covenant would be inadequate and that COMPANY would be entitled to injunctive relief in the case of any such breach, without prejudice to COMPANY's rights to obtain equitable relief or to seek other damages, including without limitation, COMPANY's lost revenues and the amount or revenues or gains obtained directly or indirectly as a result of each violation to the fullest extent permitted by law.

C. COMPANY (i) acknowledges that it is satisfied that the licensed patent rights and INVENTOR's right to license same are valid and incontestable; and (ii) will not directly or indirectly contest, challenge, or deny the validity of any of the Licensed Patent Right in any forum or for any purpose.

13. MARKING: COMPANY shall mark all units of COVERED PRODUCTS, or its container if direct marking is not feasible, with the legend "Patent Pending" until any patent(s) issue from the patent application(s). When any patent(s) issue, COMPANY shall mark all units of COVERED PRODUCTS which it sells with proper notice of patent marking under 35 U.S.C. #117/287.

14. INDEMNIFICATION: COMPANY indemnifies INVENTOR and individual named inventor(s) from all third party claims for personal injury, incidental, or consequential damages resulting from this COMPANY'S manufacture and/or sale of COVERED PRODUCTS. COMPANY will maintain product liability insurance in the amount of \$2,000,000 and provide INVENTOR with a certificate listing INVENTOR and individual named inventor(s) as additional insured.

15. SUCCESSORS AND ASSIGNS: This Agreement shall be binding upon and shall inure to the benefit of the undersigned parties and their respective successors and assigns.

16. HEADINGS: The headings of the paragraphs of this Agreement are for convenience only in locating provisions thereof and shall have no effect upon the interpretation or meaning of the provision.

17. APPLICABLE LAW: The Agreement shall be construed and the legal relations between the parties in respect hereto shall be determined by the laws of the State of Alabama .

18. NON-WAIVER: The waiver of a breach of this Agreement or the failure of either part to exercise any rights under this Agreement shall in no event constitute a waiver as to any future

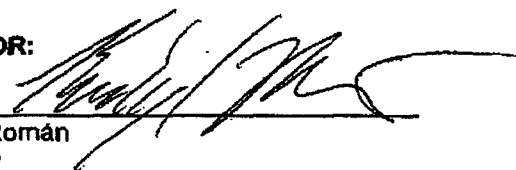
breach, whether similar or dissimilar in nature, or as to the exercise of any future right under this Agreement.

19. **NOTICE:** All notices provided for in this Agreement shall be given in writing and shall be effective when either served by personal delivery; or deposited, postage prepaid, in the United States registered or certified mail addressed to addresses indicated above until further notice in writing by either party of a change of address.

20. **ENTIRE AGREEMENT:** This Agreement represents the complete understanding of the parties with respect to the subject matter herein and may only be modified in writing and signed by both parties.

In Witness thereof, the parties hereto have executed this Agreement on the dates indicated below.

INVENTOR:

By: 
Kendyl Roman
Its: CEO

COMPANY

By: 
John Woller, Jr.
Its: General Manager

Date: April 14, 2006

Date: April 14, 2006

NEW PRODUCT AGREEMENT ADDENDUM

This Addendum modifies the New Product Agreement between PRADCO Outdoor Brands (Plastics Research and Development Corporation) and its subsidiaries, including Summit Treestands, LLC, "Licensee" ("COMPANY") and Enviro, Inc., ("INVENTOR"), signed April 14, 2006, the hereinafter the "Agreement"

WHEREAS, INVENTOR has made improvements to the frame structure and setup methods and COMPANY plans to introduce a product based on said improvements within one year INVENTOR and COMPANY further agree as follows

The definition of INVENTION is updated to include the following list of utility patent applications:

MOC PPA: *Lightweight portable concealment means and methods*
Provisional Application Serial #60/295,958 Filing Date: June 4, 2001

MOC1: *Lightweight portable concealment means and methods*
Patent Application Serial #10/161,886 Filing Date: June 4, 2002
Publication Number 2002/0189660 Publication Date: December 19, 2002
Now U.S. Patent 7,100,626 Issue Date: September 5, 2006

MOC2: *Universal lightweight portable concealment means and methods*
Patent Application Serial #11/045,736 Filing Date: January 28, 2005
Publication Number 2006/0183761 Publication Date: August 25, 2006

MOC3: *Modular system for concealment and shelter*
Patent Application Serial #11/165,398 Filing Date: June 16, 2005
Publication Number 2008/0000499 Publication Date: January 5, 2006

MOC4: *Modular system for concealment and shelter*
Patent Application Serial #11/285,305 Filing Date: December 5, 2005
Publication Number 2006/0283491 Publication Date: December 21, 2006

POLE1 *Modular system including shaft segments having configuration and breakdown attachments*
Patent Application Serial #11/484,106 Filing Date: July 10, 2006
Publication Number 2006/0283492 Publication Date: December 21, 2006

MOC5: *System for concealment and shelter with structure for rapid setup and tight skin*
Projected Filing Date: April 2007

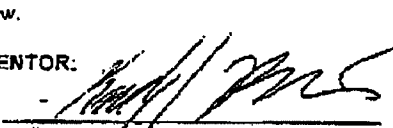
The non-refundable license fee is hereby modified from \$10,000 to \$5,000 COMPANY has paid, and INVENTOR acknowledges receipt of, the non-refundable license fee in the amount of \$5,000

COMPANY will pay INVENTOR prior to April 13, 2007, an additional \$5,000 advance against future royalties

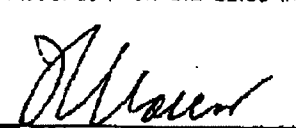
In the event that less than \$10,000 in royalties have been accrued upon termination of the Agreement and no patent has issued based on the improvements disclosed in the MOC5 application identified above, INVENTOR will refund the difference between \$10,000 and the accrued royalty amount, up to, but not exceeding \$5,000.

In Witness thereof, the parties hereto have executed this Addendum on the dates indicated below.

INVENTOR:

By: 
Kendyl Roman
Its: CEO
Date: April 9, 2007

COMPANY

By: 
John Woller, Jr.
Its: General Manager
Date: April 17, 2007

Summit/Enviro Agreement Addendum

1 of 1

PATENT

RECORDED: 12/12/2008

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