PATENT ASSIGNMENT

Electronic Version v1.1

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SUBMISSION TYPE:		NEW ASSIGNMENT	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNMENT	ASSIGNMENT	
CONVEYING PAR	TY DATA			
		Name	Execution Date	
Michael J. Curl			01/15/2009	
Glass Pro System	S		01/15/2009	
RECEIVING PART	Υ DATA			
Name: Aegis Tools International Inc.				
Street Address:		2810 Syene Road		
City:	Madison			
State/Country:	WISCONSIN			
Postal Code:	53713			
Property Type Patent Number: 648		85281		
			mber	
Patent Number: 6663		63371	3371	
CORRESPONDEN	ICE DATA			
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ATTORNEY DOCKET NUMBER:		013294-9058 AND 9059		
NAME OF SUBMITTER:		Thomas A. Miller	Thomas A. Miller	
Total Attachments:	9			
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Agreement is made as of <u>/-/5-09</u>, 2009 ("the Effective Date") by and between: **Aegis Tools International Inc.**, a corporation organized and existing under the laws of the State of Wisconsin, located at 2810 Syene Rd., Madison, Wisconsin 53713 ("Aegis"); **Mr. Michael J. Curl ("Curl)**, an individual residing at 1116 Deanna Drive, Rockford, Illinois 61103; and **Glass Pro Systems ("Glass Pro Systems)**, a sole proprietorship located at 1116 Deanna Drive, Rockford, Illinois, 61103 (collectively, Curl and Glass Pro Systems are referred to as "Assignors").

The above parties are referred to herein individually as "Party" and together as "Parties."

ARTICLE I Recitals

Whereas, Assignors have developed, patented and own technology relating to the repair of glass windshields and have been marketing the technology under the Trademarks; and

Whereas Aegis desires to acquire the Assignors' intellectual property rights;

Now therefore, in consideration of the promises and covenants made herein, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE II Definitions

Section 2.01 "Device Unit" means any device covered by at least one issued and valid claim of the Patents.

Section 2.02 "Patents" means United States Patent 6,485,281, United States Patent 6,663,371, United States Provisional Patent Application No. 60/181,279, United States Provisional Patent Application No. 60/166,723, all rights to claim priority to any of these patents or patent applications, all continuations, continuations-in-part, or divisionals of same, all U.S. or non-U.S. (foreign) patents or patent applications related to same, and all rights to sue for past, present or future infringements of same.

Section 2.03 "Subject IP" means (a) the Patents; (b) the Trademarks; and (c) any and all other intellectual property and information relating to the Technology Field, including, but not limited to trade secrets, know-how and other confidential information.

Section 2.04 "Technology Field" means the field of windshield repair, including the design and development of windshield repair kits and tools, and the distribution and use of same.

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Section 2.05 "Trademarks" means the trademarks *The Annihilator* and *Super Cinch* and all common law rights to same and state and federal trademark registrations for same, including the rights to sue for past, present or future infringements of same.

Section 2.06 "Windfall Period" is the thirty-six month period following the execution of this Agreement.

ARTICLE III Assignment and Grant of License

Section 3.01 In exchange for the consideration outlined below, Assignors hereby irrevocably assign and surrender to Aegis all of their right, title and interest in and to the Subject IP, and agree to cooperate with Aegis to perfect such assignment, including the execution of written assignments and recordation of same with the United States Patent and Trademark Office, with any foreign patent and trademark offices and with any state trademark offices.



ARTICLE IV Intellectual Property Protection





ARTICLE V



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ARTICLE VI Confidentiality

Section 6.01 "Confidential Information" as used in this Agreement means all information related to the disclosing Party's business, technical, and research activities (including, but not limited to, invention disclosures, licenses, and potential or actual licensing partners) and disclosed to the receiving Party, which information is identified by the disclosing Party as confidential at the time of disclosure or for which the disclosing Party takes reasonable efforts to identify as confidential within thirty (30) days following the disclosure. Additionally, Confidential Information includes the terms of this Agreement. No information shall be regarded as Confidential Information if the receiving Party can show by competent proof that such information:

- (a) was, at the time of disclosure, already known by the receiving Party;
- (b) was at the time of disclosure, or subsequently became, through no fault of the receiving Party, known to the general public through publication or otherwise; or
- (c) was, subsequent to disclosure to the receiving Party, lawfully and independently received by the receiving Party from a third party who had the right to disclose it without restriction.

Section 6.02 With respect to Confidential Information, the receiving Party agrees:

- (a) to treat it as confidential and to preserve its confidentiality;
- (b) to make no disclosures of any portion of it to any third party;
- (c) to limit access to it to those recipients having a need to access the information and who are under an obligation to maintain the confidentiality of the Confidential Information; and
- (d) to maintain in confidence any information regarding the nature or scope of any transaction between the Parties, except to the extent such information must be disclosed pursuant to law, and then only after notifying the disclosing Party of such requirement and affording the disclosing Party sufficient opportunity to oppose the legal obligation to disclose the information.

Section 6.03 All Confidential Information shall remain the property of the disclosing Party and, upon request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party all Confidential Information, or any part or reproduction thereof.

ARTICLE VII Term and Termination

Section 7.01 The Parties may terminate this Agreement by mutual written consent.

Section 7.02 Curl or Aegis may terminate this Agreement in the event of a material breach of another Party that remains uncured for a period of thirty ("30") days following notice of the breach by a Party.

Section 7.03 Regardless of the circumstances under which this Agreement expires or is terminated, the obligations of confidentiality under Article 6 shall remain in force for two (2) years following the expiration or termination of this Agreement.

ARTICLE VIII Enforcement

Section 8.01 In the event either Party becomes aware of any actual or suspected infringement of any patent within the Subject Technology, it shall notify the other Party of the same. Aegis is entitled by itself, in its sole discretion and expense, and with its own counsel, to take proceedings to restrain such infringement and shall retain any and all damages recovered as a result of the action.

ARTICLE IX Miscellaneous

Section 9.01 <u>Warranties</u>. Assignors warrant and represent that they are the sole owners of the Subject IP and that there are no restrictions on Assignors' ability to transfer ownership of the Subject IP to Aegis. Assignors further warrant and represent that they have no knowledge of any facts or circumstances that affect the validity or enforceability of the Subject IP. Nothing in this Agreement prevents Aegis from challenging the validity of the Subject IP. Assignors further warrant and represent that the manufacture, use or sale of products described in the Patents and the provision of services as outlined in the Patents do not infringe the intellectual property of any third parties. **Section 9.02** <u>Notices</u>. All notices, requests, demands or other communications required or permitted to be given or made under this Agreement shall be in writing and delivered personally or sent by prepaid, first class, certified or registered air mail, return receipt requested. The addressees and facsimile numbers of the Parties for purposes of this Agreement are as follows:

To Aegis:

Aegis Tools International Inc. P.O. Box 259688 Madison, WI 53725-9688

Or

Aegis Tools International Inc. 2810 Syene Rd. Madison, Wisconsin 53713

To Glass Pro Systems AND Michael Curl:

1116 Deanna Drive, Rockford Illinois 61103

Any Party hereto may change its address and/or fax number(s) for the purpose of this Agreement by giving written notice to the other Party at the address and in the manner provided above.

Section 9.03 <u>Headings</u>. The headings as to the contents of particular sections of this Agreement are inserted for convenience and shall not be construed as a part of this Agreement or as a limitation on the scope of any terms or provisions of this Agreement.

Section 9.04 Independent Contractors. All Parties shall be deemed to be independent contractors under this Agreement and nothing contained herein nor in the conduct of either Party shall be construed as establishing any partnership, agency relationship or joint venture between the Parties hereto. No Party is hereby authorized to act as an agent of any other Party for any purposes whatsoever except as may be otherwise expressly provided herein. **Section 9.05** Provisions Severable. If any provision or covenant, or any part thereof, of this Agreement should be held by any court of competent jurisdiction to be invalid, illegal or unenforceable, either in whole or in part, such invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining provisions or covenants, or any part thereof, of this Agreement, all of which shall remain in full force and effect.

Section 9.06 <u>Applicable Law</u>. This Agreement shall be governed by, construed under, and interpreted and enforced in accordance with the laws of the State of Wisconsin.

Section 9.07 <u>Venue</u>. The Parties concede to the jurisdiction of the state and federal courts in the State of Wisconsin, and agree upon the state and federal courts in the State of Wisconsin as the venue for any litigation involving this Agreement.

Section 9.08 <u>Third Party Beneficiaries</u>. No provision of this Agreement is intended, or shall be construed, to be for the benefit of any third party.

Section 9.09 <u>Entire Agreement</u>. This Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and no representations, warranties, inducements, promises or agreements, oral or otherwise, between the Parties not embodied in this Agreement shall be of any force or effect.

Section 9.10 <u>Modifications</u>. This Agreement shall not be modified or amended in any respect except by a written agreement executed by authorized representatives of both Parties.

Section 9.11 <u>Counterparts</u>. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Section 9.12 Waiver. No failure on the part of any Party hereto to exercise, and no delay in exercising any right, power, or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy by any such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver or assent by any Party hereto to any breach of or default in any term or condition of this Agreement shall constitute a waiver of or an assent to any succeeding breach of or default in the same or any other term or condition hereof.

Section 9.13 <u>Binding Effect.</u> This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, and their respective permitted successors and assigns.

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Section 9.14 <u>Drafting Party</u>. The provisions of this Agreement, and the documents and instruments referred to in this Agreement, have been prepared, examined, negotiated and revised by each Party to this Agreement and their respective counsel, and no implication shall be drawn and no provision shall be construed against any Party to this Agreement by virtue of the purported identity of the drafter of this Agreement, or any portion thereof.

Section 9.15 <u>Assignment</u>. The obligations and rights hereunder are not transferable or assignable by any Party, except that Aegis may transfer its rights and obligations under this Agreement in connection with transfer of all or substantially all of its assets, except for a sale or transfer of assets to GlasWeld, Inc.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their representatives:

Glass Pro Systems	Aegis Tools International Inc.
by its authorized signatory:	by its authorized signatory:
By: CLASS PILD SYSTEMS	By:
Name: MICHAEL J. Curc	Name: ROBERT R. B. RKHADSER
Title PRESIDENT & OWNER	Title PRESIDENT
Date 1-15-09	Date 1/15/09

Michael J. Curl signing on behalf of himself as an individual:

Michael J. Curl 1-15-09

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EXHIBIT A



RECORDED: 04/05/2011

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