

PATENT ASSIGNMENT

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| Eugene IVY | 07/01/2011 |
| RECEIVING PARTY DATA | |
| Name: | International Fog, Inc. |
| Street Address: | 2105 C Street |
| City: | Vancouver |
| State/Country: | WASHINGTON |
| Postal Code: | 98663 |
| PROPERTY NUMBERS Total: 1 | |
| Property Type | Number |
| Patent Number: | 8308082 |
| CORRESPONDENCE DATA | |
| Fax Number: | 5032284373 |
| <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | |
| Phone: | 503-2275631 |
| Email: | Karolyn@chernofflaw.com |
| Correspondent Name: | Kevin L. Russell |
| Address Line 1: | 601 SW Second Ave., Suite 1600 |
| Address Line 4: | Portland, OREGON 97204 |
| ATTORNEY DOCKET NUMBER: | 9598.0001 |
| NAME OF SUBMITTER: | Kevin L. Russell |
| Total Attachments: 6 source=Assignment_8308082#page1.tif source=Assignment_8308082#page2.tif source=Assignment_8308082#page3.tif source=Assignment_8308082#page4.tif source=Assignment_8308082#page5.tif source=Assignment_8308082#page6.tif | |

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INSTRUCTIONS - Employees of International Fog frequently produce or have access to research, product formulas, marketing plans, and other nonpublic information that is treated as confidential. This agreement describes restrictions on the disclosure and use of that information. The agreement also assigns rights in inventions and other intellectual property to International Fog.

This agreement is legally binding. Please read it carefully before signing. You should keep a copy for your records.

CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

I, the undersigned employee of International Fog, Inc. ("International Fog"), enter into this Confidentiality and Inventions Assignment Agreement (this "Agreement") with International Fog, as of the date shown below.

In consideration of and as a condition of my employment, I agree as follows:

1. Protection of Confidential Information.

(a) **Defined.** "Confidential Information" is all nonpublic information relating to International Fog or its business that is disclosed to me, that I produce, or that I otherwise obtain during employment. "Confidential Information" also includes information received from third parties that International Fog has agreed to treat as confidential. Examples of Confidential Information are:

- (i) Research plans or results.
- (ii) Product design and manufacturing information.
- (iii) Marketing plans.
- (iv) Customer lists.
- (v) Financial information.

"Confidential Information" does not include information: (i) that is or becomes available on a nonconfidential basis from other sources, without breach of this Agreement; (ii) that I can convincingly show I already knew before receiving it from or developing it for International Fog; or (iii) that I can convincingly show I developed independently, outside the scope of my employment.

(b) **Use and Disclosure Restrictions.** I will use Confidential Information only in the course of and for the purposes of my employment with International Fog. I will not otherwise use or disclose Confidential Information, either during or after my employment. I will not publish Confidential Information without written approval of my supervisor.

(c) **Ownership of Information.** I acknowledge that Confidential Information is the property of International Fog, and that I will obtain no right, title or interest in Confidential Information, even if I prepare it in whole or in part.

2. **Return of Property.** During my employment with International Fog, I may be provided with equipment, supplies, and other property for business use (collectively, "International Fog Property"). I will return all International Fog Property and all copies of Confidential Information immediately upon termination of my employment with International Fog, and at any other time at International Fog's request. I will certify under oath whether I have complied with this section upon request.

3. **Assignment of Work Product.**

(a) **Assignment.** International Fog will be the exclusive owner of all materials, concepts, and inventions prepared, developed, or made by me (whether alone or jointly with others) within the scope of or during employment by International Fog ("Work Product"), and of all related rights (including copyrights, trademarks, and patents) and proceeds. I hereby assign all rights in my Work Product to International Fog. I will take all action reasonably requested by International Fog to vest ownership of my Work Product in International Fog and to permit International Fog to obtain copyright, trademark, patent, or similar protection in its name.

(b) **Notice of Exclusions.** Section 3(a) does not apply to materials, concepts, or inventions for which no equipment, supplies, facilities, or trade secret information of International Fog was used and which were developed entirely on my own time, unless (a) the materials, concepts, or inventions relate (i) directly to International Fog's business, or (ii) to International Fog's actual or demonstrably anticipated research or development, or (b) the materials, concepts, or inventions result from any work performed by me for International Fog.

(c) **Disclosure.** I will discuss the status of Work Product I conceive or develop with Bryan Hunter on a regular basis, and will promptly disclose any significant developments to Mr. Hunter. If I conceive or develop any Work Product during my employment that I believe does not belong to International Fog under this Agreement, I will promptly notify Mr. Hunter and will give a written explanation of the reasons for my belief.

(d) **Disclosure and Assignment after Termination.** I acknowledge that it is sometimes difficult to tell when Work Product is conceived or developed. Therefore, if I conceive or develop any inventions, materials, or concepts relating to my work at International Fog within one year after I stop working for International Fog, I will promptly disclose them to Mr. Hunter in writing. I agree that any such inventions, materials, or concepts will be presumed to have been conceived or developed during my employment and are to be considered Work Product belonging to International Fog, unless I convincingly establish otherwise.

4. **Prior IP.** Any inventions, materials, and concepts that I conceived or developed before being hired by International Fog ("Prior IP") remain my own. To avoid uncertainty, I have listed all Prior IP on Schedule A. If no items are on Schedule A, I have no Prior IP.

5. **No Violation of Contract.** I certify that my working for International Fog does not violate any contractual obligations to others. I will not disclose to International Fog or use during my employment any confidential information or trade secrets of others without the owner's consent. I acknowledge that International Fog wants me to abide strictly by the terms of valid and enforceable obligations I have to prior employers. I will inform Mr. Hunter whenever I believe a task I am to perform for International Fog would put my ability to abide by those obligations at risk.

6. **Conflict of Interest.** While I am employed by International Fog, I will not work, directly or indirectly, for any business which competes with International Fog, nor will I solicit International Fog customers, potential customers or contacts for the purpose of developing or selling products or services for any person or entity other than International Fog.

7. **Continuation of Obligations; Termination Certification.** Except to the extent this Agreement provides otherwise, the restrictions of and my obligations under this Agreement will continue after my employment ends, regardless of the reason. Upon termination of my employment, I will execute and deliver to International Fog the Termination Certification in the form attached as Exhibit B.

8. **Consent to Injunction.** I acknowledge that International Fog would suffer irreparable harm for which monetary damages alone would not adequately compensate International Fog if I breached this Agreement. For that reason, I agree International Fog will be entitled to injunctive relief, without posting bond, to enjoin any breach or threatened breach of this Agreement, in addition to any other available remedies.

9. **Miscellaneous.**

(a) **Attorney Fees.** In any litigation relating to this Agreement, the prevailing party will be entitled to recover from the other party all costs and expenses incurred in connection with the litigation, including without limitation all reasonable attorney fees incurred at hearing, trial, and on any appeal or petition for review. For purposes of this Agreement, "prevailing party" means the party that prevails (whether affirmatively or by means of a successful defense) with respect to claims having the greatest value or importance as reasonably determined by the court.

(b) **Entire Agreement.** This Agreement and any related agreement that International Fog and I are entering concurrently constitute my entire agreement with International Fog with respect to the subject matter of the agreements. The rights, obligations, and remedies provided for in these agreements are to be cumulative.

(c) **Governing Law and Jurisdiction.** This Agreement is to be interpreted and enforced in accordance with Oregon law. Oregon courts will have exclusive jurisdiction for any action to interpret or enforce this Agreement.

(d) **No Employment Contract.** This is not a contract of employment and does not require that International Fog employ me for any particular period, for any particular position, or on any particular terms.

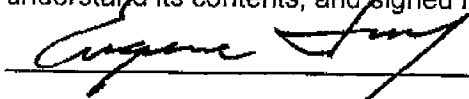
(e) **Notices.** Notices under this Agreement must be in writing and will be deemed given when delivered in person, one business day after being sent by overnight courier, or four business days after being mailed by certified mail. Notices to International Fog must be addressed to International Fog, Inc., Attention: Bryan Hunter, c/o ExitExchange, Inc., 921 S.W. Washington Street, Suite 777, Portland, Oregon 97205. Notices to me are to be sent to the last address I have provided from time to time to International Fog's human resources department. Either party may change its address for notices by giving notice of the change to the other party.

(f) **Severability.** Any provision of this Agreement which is held invalid is to be modified as necessary to render it valid and enforceable. If any provision of this Agreement is held invalid and cannot be modified to render it valid and enforceable, the invalidity will not

affect other obligations, provisions, or applications of this Agreement that can be given effect without the invalid provisions.

(g) **Waiver.** International Fog's failure to demand strict performance of any provision of this Agreement will not constitute a waiver of any provision of this Agreement or the right to demand strict performance in the future.

10. **Opportunity for Review.** I acknowledge that I have carefully read this Agreement, understand its contents, and signed it voluntarily at the start of my employment.



Printed Name: Eugene Ivv

Date: 07/01/2011

Exhibit A

LIST OF PRIOR INVENTIONS

Listed below are all patented or unpatented inventions I made before being hired by International Fog (if none, answer "none").

Description

None

(Attach additional sheets as required.)

Print Name: Eugene Ivy

Signature: 

Date: 07/01/2011

Exhibit B

TERMINATION CERTIFICATION

I hereby certify that I have returned all products, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, documents, and property, including copies and reproductions of all of these items, belonging to International Fog, Inc. ("International Fog"), its subsidiaries, affiliates, successors and assigns. I further certify that I have complied with all the terms of the Confidentiality, Inventions, and Noncompetition Agreement I signed, including the reporting of any Work Product (as defined in that agreement) conceived or developed by me (solely or jointly with others) covered by that agreement.

I hereby affirm my continuing obligations under the Confidentiality and Inventions Assignment Agreement after the termination of my employment with International Fog.

Print Name: [Exhibit only – Do Not Sign]

Signature: _____

Date: _____