

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	ASSIGNMENT										
CONVEYING PARTY DATA											
<table border="1"> <thead> <tr> <th>Name</th> <th>Execution Date</th> </tr> </thead> <tbody> <tr> <td>Michael Worden</td> <td>09/21/2005</td> </tr> </tbody> </table>		Name	Execution Date	Michael Worden	09/21/2005						
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RECEIVING PARTY DATA											
<table border="1"> <tr> <td>Name:</td> <td>Rooster Products International, Inc.</td> </tr> <tr> <td>Street Address:</td> <td>17280 N. Green Mountain Rd.</td> </tr> <tr> <td>City:</td> <td>San Antonio</td> </tr> <tr> <td>State/Country:</td> <td>TEXAS</td> </tr> <tr> <td>Postal Code:</td> <td>78247</td> </tr> </table>		Name:	Rooster Products International, Inc.	Street Address:	17280 N. Green Mountain Rd.	City:	San Antonio	State/Country:	TEXAS	Postal Code:	78247
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<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> </tr> </thead> <tbody> <tr> <td>Patent Number:</td> <td>D594160</td> </tr> <tr> <td>Patent Number:</td> <td>D594161</td> </tr> </tbody> </table>		Property Type	Number	Patent Number:	D594160	Patent Number:	D594161				
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CORRESPONDENCE DATA											
<p>Fax Number: 2108869883 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> Phone: (210) 886-9500 Email: john.cave@gunn-lee.com Correspondent Name: John C. Cave Address Line 1: 300 Convent St. Address Line 2: Suite 1080 Address Line 4: San Antonio, TEXAS 78205</p>											
NAME OF SUBMITTER:	John C. Cave (Reg. #48,084) / TX Bar Mem										
Signature:	/John C. Cave/										
Date:	08/21/2013										
Total Attachments: 10											

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EMPLOYMENT AGREEMENT

This Employment Agreement (this "Agreement") is entered into effective as of the 14th day of September, 2005, between Michael Worden ("Employee"), a resident of _____ and Rooster Products International, Inc., a Texas corporation (the "Company"), whose principal executive offices are located in San Antonio, Texas.

NOW, THEREFORE, in consideration for the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to the following:

DUTIES

0.1 Employment. During the term of this Agreement, the Company agrees to employ Employee, and Employee accepts such employment, on the terms and conditions set forth in this Agreement.

0.2 Extent of Service. During the term of this Agreement, Employee shall devote his or her full business time, energy and skill to the affairs of the Company and its affiliated companies, and without permission from his or her supervisor. The foregoing shall not prevent Employee from making monetary investments in businesses, provided that such investments do not involve any services on the part of Employee in the operation or affairs of such businesses.

0.3 Title/Duties. Employee will start his employment with the Company as a Senior Design Manager. Employee's duties shall include such duties as may be prescribed from time to time by Employee's supervisors or the Board of Directors of the Company (the "Board"). Such duties include, without limitation, the development of Proprietary Information (defined in Article 5 hereof) for the Company. Employee shall also perform, without additional compensation, such duties for the Company's affiliated companies.

0.4 Access to and Use of Proprietary Information. Employee recognizes and the Company agrees that, to assist Employee in the performance of his or her duties hereunder, Employee will be provided access to, and limited use of, proprietary and confidential information of the Company. Employee further recognizes that, as a part of his or her employment with the Company, Employee will benefit from, and Employee's qualifications will be enhanced by, additional training, education and experience that the Company agrees to provide directly and/or as a result of work projects assigned by the company in which proprietary and confidential information of the Company is utilized by Employee.

COMPENSATION AND BENEFITS

0.1 **Monthly Base Salary.** As compensation for services rendered under this Agreement, Employee shall be entitled to receive from the Company a yearly base salary (before standard deductions) equal to \$65,000 annually, subject to annual periodic review and adjustment by the Board in its sole discretion. Employee's monthly base salary shall be payable at regular intervals (at least semi-monthly) in accordance with the prevailing practice and policy of the Company.

0.2 **Discretionary Performance Bonus.** As additional compensation for services rendered under this Agreement, Employee shall also be eligible to receive a discretionary performance bonus if, as and when declared by the Board in its sole discretion, which includes a potential bonus of 30% and potential stretch bonus of 10%.

0.3 **Benefits.** Employee shall, in addition to the compensation provided for herein, be entitled to the following additional benefits:

(a) **Medical, Health and Disability Benefits.** Immediately upon commencement of his employment with the Company, Employee shall be entitled to receive all medical, health and disability benefits that may, from time to time, be provided by the Company to all employees of the Company as a group, subject to annual periodic review and adjustment by the Board in its sole discretion.

(b) **Other Benefits.** Within 90 day of commencement of his employment with the Company, Employee shall also be entitled to receive any other benefits that may, from time to time, be provided by the Company to all employees of Company as a group, subject to annual periodic review and adjustment by the Board in its sole discretion.

(c) **Vacation.** Employee shall be entitled to an annual vacation as determined in accordance with the prevailing practice and policy of the Company, notwithstanding, however, that Employee shall be entitled to one week paid vacation for calendar year 2005.

(d) **Holidays.** Employee shall be entitled to holidays in accordance with the prevailing practice and policy of the Company.

(e) **Reimbursement of Expenses.** The Company shall reimburse Employee for all expenses reasonably incurred by Employee in conjunction with the rendering of services at the Company's request, including but not limited to travel expenses, provided that such expenses are incurred in accordance with the prevailing practice and policy of the Company and are properly deductible by the Company for federal income tax purposes and provided that such expenses are incurred using a corporate credit card issued by the Company to the Employee. As a condition to such reimbursement, Employee shall submit an itemized accounting of such expenses in reasonable detail, including receipts where required under federal income tax laws. Furthermore, Employee shall submit a budget for needed supplies and miscellaneous expense, subject to review and adjustment by the Company's management.

(f) **Relocation.** The Company will reimburse the Employee for up to \$3,000.00 of his relocation expenses and reimburse Employee one time for up to two weeks' hotel accommodations at an Extended Stay or similar hotel in San Antonio, Texas, provided that such expenses are documented in accordance with the prevailing practice and policy of the Company.

TERMINATION

0.1 Termination. This Agreement may be terminated by either the Company or Employee without cause or by the Company with cause. In the event of a termination pursuant to this Section 4.1 by the Company without cause, the Company shall pay Employee as severance compensation, in a lump sum, an amount equal to two months current Base Salary and the Company shall have no further obligation to Employee hereunder. In the event of termination pursuant to this Section 4.1 by Employee, Company shall pay Employee his base salary (minus standard deductions) earned pro rata to the date of such termination and Company shall have no further obligation to Employee hereunder.

0.2 Termination For Cause. This Agreement may be terminated by the Company for "Cause" (hereinafter defined) upon written notice thereof given by the Company to Employee. In the event of termination pursuant to this Section 4.2, the Company shall pay Employee his or her monthly base salary (minus standard deductions) earned *pro rata* to the date of such termination and the Company shall have no further obligations to Employee hereunder. The term "Cause" shall include, without limitation, the following, as determined by the Board in its sole judgment: (i) Employee breaches any of the terms of this Agreement; (ii) Employee is convicted of a felony; (iii) Employee refuses to execute duties assigned under this Agreement (other than a failure due to death or physical or mental disability); (iv) Employee intentionally engages in conduct which is

demonstrably and materially injurious to the Company; (v) Employee commits fraud or theft of personal or Company property from Company premises; (vi) Employee falsifies Company documents or records; (vii) Employee engages in acts of gross carelessness or willful negligence to endanger life or property on Company premises; (viii) Employee engages in sexual harassment; (ix) Employee uses, distributes, possesses or is under the influence of illegal drugs, alcohol or any other intoxicant on Company premises; (x) Employee possesses or stores lethal weapons, firearms or illegal knives on Company premises; or (xi) Employee intentionally violates state, federal or local laws and regulations. In this event, the \$ 75,000 payment will not be effective immediately after termination and will depend on the predetermined conditions of this agreement.

0.3 Termination Upon Death or Disability. In the event that Employee dies, this Agreement shall terminate upon Employee's death. Likewise, if Employee becomes unable to perform the essential functions of his or her duties hereunder, with or without reasonable accommodation, on account of illness, disability or other reason whatsoever for a period of more than 180 consecutive or nonconsecutive days in any 12-month period, the Company may, upon notice to Employee, terminate this Agreement. In the event of termination pursuant to this Section 4.3, Employee (or his or her legal representatives) shall be entitled only to his or her monthly base salary earned *pro rata* for services actually rendered prior to the date of such termination; *provided, however*, Employee shall not be entitled to his or her monthly base salary for any period with respect to which Employee has received short-term or long-term disability benefits under employee benefit plans maintained from time to time by the Company.

0.4 Survival of Provisions. The covenants and provisions of Articles 5, 6 and 7 hereof shall survive any termination of this Agreement and continue for the periods indicated, regardless of how such termination may be brought about.

PROPRIETARY PROPERTY; CONFIDENTIAL INFORMATION

0.1 Duties. Employee understands and agrees that during the term of this Agreement Employee's duties will include the conception of improvements and inventions (whether or not ultimately issuing as Letters Patent in any country), the creation of confidential information protected by the Company as trade secrets and the authoring of "works" as defined under the copyright laws of the United States of America found in 17 United States Code. Such information is collectively referred to in this Agreement as "Proprietary Information".

0.2 Ownership. Employee understands and agrees that for all Proprietary Information or Intellectual Property created within the scope of Employee's employment, the Company shall own all right, title and interest thereto. In the case of works authored or created by Employee, such works are considered a "work made for hire" under 17 United States Code 101 of the copyright laws.

0.3 Notice and Assistance. Employee shall give adequate written notice to the Company as soon as practicable of all Proprietary Information created by Employee during Employee's employment with the Company, assist the Company in evaluating the Proprietary Information for patent, trade secret and copyright protection and sign all documents and do all things necessary at the expense of the Company to assist the Company in the protection, development, marketing or transfer of such Proprietary Information.

0.4 Assignment. Employee hereby assigns and agrees to assign all right, title and interest into such Proprietary Information to the Company or its nominee. At the request of the Company, whether during or after the termination of Employee's employment, Employee shall timely execute or join in executing all papers or documents required for the filing of patent applications and copyright registrations in the United States of America and such foreign countries as the Company may in its sole discretion select, and shall assign all such patent applications and copyrights to the Company or its nominee, and shall provide the Company or its agent or attorneys with all reasonable assistance in the preparation and prosecution of patent application and copyright registrations, including drawings, specifications, and the like, all at the expense of the Company, and shall do all that may be necessary to establish, protect or maintain the rights of the Company or its nominee in the inventions, patent applications, Letters Patent and copyrights in accordance with the spirit of this Agreement.

0.5 Confidential Information. Employee agrees to keep confidential all information protected by the Company as trade secrets during the term of this Agreement (including any leaves of absence) and will neither use nor disclose the confidential information without written authorization by the Company for ten years thereafter. For the purposes of this Agreement, such confidential information shall include the information described in Appendix A attached hereto and information set forth in any application for Letters Patent unless and until such information is ultimately published. The Company and Employee mutually agree that the following types of information shall not be protected by this Agreement:

- (a) Information already in the public domain at the time Employee received it;
- (b) Information which although disclosed in confidence to Employee is later disseminated by the Company into the public domain;
- (c) Information which although received in confidence by Employee is subsequently disseminated into the public domain by a third party who has not breached any duty to any other party in disseminating such information; and

(d) Information given by the Company in confidence to Employee which Employee is expressly authorized in writing by the Company to use or disclose thereafter.

Employee also understands and agrees that he or she will maintain in confidence all information known to him or her by reason of his or her employment even if such information is included in a redacted deposit of a work filed with an application for copyright registration, if such deposit has been abridged in order to protect the confidentiality of the information deposited with the Copyright Office. For purposes of this Agreement, a trade secret "...may consist of any formula, pattern, device or compilation of information which is used in one's business, and which gives him or her an opportunity to obtain an advantage over competitors who do not know or use it. It may be a formula for a chemical compound, a process of manufacturing, trading or preserving materials, a pattern for machine or other device, or a list of customers..." as commonly interpreted by the courts of the State of Texas. Upon the termination of this Agreement, regardless of how such termination may be brought about, Employee shall deliver to the Company any and all documents, instruments, notes, papers or other expressions or embodiments of Proprietary Property or confidential information which are in Employee's possession or control.

0.6 Publicity. During the term of this Agreement and for a period of ten years thereafter, Employee shall not, directly or indirectly, originate or participate in the origination of any publicity, news release or other public announcements, written or oral, whether to the public press or otherwise, relating to this Agreement, to any amendment hereto, to Employee's employment hereunder or to the Company, without the prior written approval of the Company.

0.7 Fiduciary Relationship. Employee, by virtue of his or her high position of trust and reliance on him or her by the Company, understands that Employee enjoys a fiduciary relationship with the Company in carrying out his or her obligations under this Article 5. Accordingly, Employee agrees to honor his or her obligations under this Agreement by conducting himself or herself with the highest degree of fairness and trust toward the Company.

RESTRICTIVE COVENANTS

0.1 Non-Competition. In consideration of the benefits of this Agreement, including Employee's access to, and limited use of, proprietary and confidential information of the Company, as well as specialized training, education and experience provided to Employee by the Company directly and/or as a result of work projects assigned by the Company, Employee hereby covenants and agrees that during the term of this Agreement and for a period of two years following termination of this Agreement, regardless of how such termination may be brought about, Employee shall not, directly or indirectly, as proprietor, partner, stockholder, director, officer, employee, consultant, joint venturer, investor or in any other capacity, engage in, or own, manage, operate or control, or participate in the ownership, management, operation or control, of any entity which engages anywhere in the United States in the business, or any other business activity, in which the Company participates during Employee's employment with the Company; *provided, however,* the foregoing shall not, in any event, prohibit Employee from purchasing and holding as an investment not more than 2% of any class of publicly traded securities of any entity which conducts a business in competition with the business of the Company, so long as Employee does not participate in any way in the management, operation or control of such entity.

0.2 Judicial Reformation. Employee acknowledges that, given the nature of the Company's business, the covenants contained in Section 6.1 establish reasonable limitations as to time, geographic area and scope of activity to be restrained and do not impose a greater restraint than is reasonably necessary to protect and preserve the goodwill of the Company's business and to protect its legitimate business interests. If, however, Section 6.1 is determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too long a period of time or over too large a geographic area or by reason of it being too extensive in any other respect or for any other reason, it will be interpreted to extend only over the longest period of time for which it may be enforceable and/or over the largest geographic area as to which it may be enforceable and/or to the maximum extent in all other aspects as to which it may be enforceable, all as determined by such court.

0.3 Customer Lists; Non-Solicitation. In consideration of the benefits of this Agreement, including Employee's access to and limited use of proprietary and confidential information of the Company, as well as training, education and experience provided to Employee by the Company directly and/or as a result of work projects assigned by the Company with respect thereto, Employee hereby further covenants and agrees that for a period of two years following the termination of this Agreement, regardless of how such termination may be brought about, Employee shall not, directly or indirectly, (a) use or make known to any person or entity the names or addresses of any clients or customers of the Company or any other information pertaining to them, (b) call on, solicit, take away or attempt to call on, solicit or take away any clients or customers of the Company on whom Employee called or with whom he or she became acquainted

during his or her employment with the Company, nor (c) recruit, hire or attempt to recruit or hire any employees of the Company.

ARBITRATION

Except for the provisions of Articles 5 and 6 of this Agreement dealing with proprietary property, confidential information and restrictive covenants, with respect to which the Company expressly reserves the right to petition a court directly for injunctive and other relief, any claim, dispute or controversy of any nature whatsoever, including but not limited to tort claims or contract disputes between the parties to this Agreement or their respective heirs, executors, administrators, legal representatives, successors and assigns, as applicable, arising out of or related to Employee's employment or the terms and conditions of this Agreement, including the implementation, applicability or interpretation thereof, shall be resolved in accordance with the dispute resolution procedures set forth in Appendix B attached hereto and made a part hereof.

MISCELLANEOUS

0.1 Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, mailed by certified mail (return receipt requested) or sent by an overnight delivery service with tracking procedures or by facsimile to the parties at the following addresses or at such other addresses as shall be specified by the parties by like notice: If to Employee, at the address set forth below his or her name on the signature page hereof; and if to the Company, at 17280 Green Mountain Road, Suite 101, San Antonio, Texas 78247, Attention: General Counsel.

0.2 Equitable Relief. In the event of a breach or a threatened breach by Employee of any of the provisions contained in Article 5 or 6 of this Agreement, Employee acknowledges that the Company will suffer irreparable injury not fully compensable by money damages and, therefore, will not have an adequate remedy available at law. Accordingly, the Company shall be entitled to obtain such injunctive relief or other equitable remedy from any court of competent jurisdiction as may be necessary or appropriate to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition to and without prejudice to any other rights that the Company may have under this Agreement, at law or in equity, including, without limitation, the right to sue for damages.

0.3 Independent Consideration. Employee acknowledges and agrees that, in addition to other independent valuable consideration, including Employee's access to and limited use of proprietary and confidential information of the Company, as well as training, education and experience provided to Employee by the Company directly and/or as a result of work projects assigned by the Company with respect thereto, the Company's agreement to issue shares of its capital stock to Employee contemporaneously with the

execution and delivery of this Agreement constitutes additional, independent valuable consideration for Employee's undertakings with respect to covenants and agreements relating to proprietary property, confidential information and restrictive covenants set forth in Articles 5 and 6 hereof.

0.4 Assignment. The rights and obligations of the Company under this Agreement shall inure to the benefit of and shall be binding upon the successors and assigns of the Company. Employee's rights under this Agreement are not assignable and any attempted assignment thereof shall be null and void.

0.5 Governing Law; Venue. This Agreement shall be subject to and governed by the laws of the State of Texas. Exclusive venue for any action permitted hereunder shall be proper in San Antonio, Bexar County, Texas, and Employee hereby consents to such venue.

0.6 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all other agreements between the parties which may relate to the subject matter contained in this Agreement. This Agreement may not be amended or modified except by an agreement in writing which refers to this Agreement and is signed by both parties.

0.7 Headings. The headings of sections and subsections of this Agreement are for convenience only and shall not in any way affect the interpretation of any provision of this Agreement or of the Agreement itself.

0.8 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

0.9 Waiver. The waiver by any party of a breach of any provision hereof shall not be deemed to constitute the waiver of any prior or subsequent breach of the same provision or any other provisions hereof. Further, the failure of any party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement unless such party expressly waives such provision pursuant to a written instrument which refers to this Agreement and is signed by such party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ROOSTER PRODUCTS INTERNATIONAL, INC.

By: ~~_____~~ 10-12-05

Dan Cabana, CCO

EMPLOYEE:

~~_____~~ 9-21-05

Michael Worden