

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT3139327

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PAUL WARNER	12/13/2010
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	BLU HOMES, INC.
<b>Street Address:</b>	130 TURNER STREET, BUILDING 3
<b>Internal Address:</b>	SUITE 610
<b>City:</b>	WALTHAM
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02453
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	13982026
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(978)341-0136
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
<b>Phone:</b>	978-341-0036
<b>Email:</b>	nadine.kush@hbsr.com
<b>Correspondent Name:</b>	DAVID E. BROOK
<b>Address Line 1:</b>	530 VIRGINIA ROAD, P.O. BOX 9133
<b>Address Line 2:</b>	HAMILTON, BROOK, SMITH & REYNOLDS, P.C.
<b>Address Line 4:</b>	CONCORD, MASSACHUSETTS 01742
<b>ATTORNEY DOCKET NUMBER:</b>	4502.1022-002
<b>NAME OF SUBMITTER:</b>	NADINE KUSH
<b>SIGNATURE:</b>	/Nadine Kush/
<b>DATE SIGNED:</b>	12/09/2014
<b>Total Attachments: 5</b>	
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PATENT

EMPLOYEE NON-COMPETITION,  
NON-DISCLOSURE AND INVENTIONS AGREEMENT

THIS NON-COMPETITION, NON-DISCLOSURE AND INVENTIONS AGREEMENT (this "*Agreement*"), is made as of 12/13/2010 by and between Blu Homes, Inc., a Delaware corporation (the "*Company*"), and Paul Warner ("*Employee*").

WITNESSETH THAT:

WHEREAS, the Company is engaged in the business of designing and building sustainable homes;

WHEREAS, the Company's business depends upon the continued confidentiality and ownership of its proprietary information, including, without limitation, its trade secrets, know-how and technology and the details of its business relationships with customers, suppliers and other third parties and all other non-public information;

WHEREAS, Employee is currently or will be employed by the Company in a capacity in which Employee will become familiar with and contribute to the proprietary and confidential information of the Company;

WHEREAS, the Company is willing to continue/initiate Employee's employment only if Employee agrees to be strictly bound by the terms hereof; and

WHEREAS, Employee desires to be employed by the Company and to receive all of the benefits appurtenant to such employment.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee hereby agree as follows:

3. Rights to Intellectual Property.

(a) Any and all inventions, processes, procedures, know-how, systems, discoveries, designs, configurations, technology, works of authorship (including but not limited to computer

programs and Web Sites), trade secrets and improvements (whether or not patentable and whether or not they are made, conceived or reduced to practice during working hours or using the Company's data or facilities) (collectively, the "*Inventions*") which Employee makes, conceives, reduces to practice, or otherwise acquires (either solely or jointly with others) while employed or engaged by the Company in any capacity and which are related to the Company's present or planned business, services or products, shall be the sole property of the Company and shall at all times and for all purposes be regarded as acquired and held by Employee in a fiduciary capacity for the sole benefit of the Company. All Inventions that consist of works of authorship capable of protection under copyright laws shall be prepared by Employee as "works made for hire" with the understanding that the Company shall own all of the exclusive rights to such works of authorship under the United States copyright law and all international copyright conventions and foreign laws. Employee hereby assigns and agrees to assign to the Company, without further compensation, all such Inventions and any and all patents, copyrights, trademarks, trade names or applications therefor, in the United States and elsewhere, relating thereto. Employee shall promptly disclose to the Company and to no other party all such Inventions and shall assist the Company for its own benefit in obtaining and enforcing patents and copyright registrations on such Inventions in all countries. Upon request during and after the Employee's employment, Employee shall execute all applications, assignments, instruments and papers and perform all acts (such as the giving of testimony in interference proceedings and infringement suits or other litigation) necessary or desired by the Company to enable the Company and its successors, assigns and nominees to secure and enjoy the full benefits and advantages of such Inventions.

(b) In the event the Company is unable, after reasonable effort, to secure Employee's signature on any document or instrument necessary to secure trademarks, letters patent, copyrights or other analogous protection relating to an Invention, whether because of Employee's physical or mental capacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of trademarks, letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Employee.

6. Governing Law; Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed according to the laws of the Commonwealth of Massachusetts without giving effect to choice or conflict of law provisions. The parties hereby submit to the jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts in any action or proceeding arising out of or relating to this Agreement.

7. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

8. Injunctive Relief. Employee hereby expressly acknowledges and agrees that any breach or threatened breach of any of the terms set forth in Sections 1, 2 or 3 of this Agreement may result in significant and irreparable damage to the Company. Therefore, Employee hereby agrees that the Company shall be entitled, in addition to any other remedies available at law, to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of Sections 1, 2 or 3 of this Agreement.

9. Amendments and Waiver. No amendment or alteration of the terms of this Agreement shall be valid or binding unless made in a writing signed by each of the parties to this Agreement specifically referring to this Agreement. No failure or delay in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof.

10. Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Company and any affiliate thereof and Employee and their respective successors and assigns and legal representatives.

IN WITNESS WHEREOF, the Company has caused this Employee Non-Competition, Non-Disclosure and Inventions Agreement to be executed under seal by its duly authorized representative and Employee has executed this Agreement under seal on the date first above written.

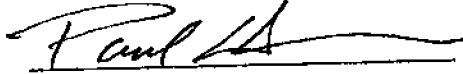
COMPANY:

BLU HOMES, INC.

By: 

Name: Dennis Michaud

EMPLOYEE:

  
Paul Warner

Title: VP of Product Development

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