

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3150304

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ANDREW W MARSDEN	11/11/2002
RECEIVING PARTY DATA	
Name:	COSCO MANAGEMENT, INC.
Street Address:	300 DELAWARE AVENUE
Internal Address:	SUITE 1285
City:	WILMINGTON
State/Country:	DELAWARE
Postal Code:	19801
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14513780
CORRESPONDENCE DATA	
Fax Number:	(317)231-7433
<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>	
Phone:	317-231-7360
Email:	ktaylor@btlaw.com
Correspondent Name:	KAREN TAYLOR (BARNES & THORNBURG LLP)
Address Line 1:	11 SOUTH MERIDIAN STREET
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	20341-231660
NAME OF SUBMITTER:	RICHARD A REZEK
SIGNATURE:	/RAR/
DATE SIGNED:	12/16/2014
Total Attachments: 3	
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EMPLOYEE CONFIDENTIALITY AND ASSIGNMENT OF INVENTION AGREEMENT

This Agreement is intended to set forth in writing my responsibility to Dorel Design and Development, LLC ("DDD") and Cosco Management, Inc. ("CMI"). I recognize that DDD is engaged in a continuous program of research, development, and production respecting its business, present and future. As part of my employment with DDD, I have certain obligations relating to inventions which I develop during that employment.

In return for my employment by DDD, I acknowledge and agree that:

1. **Effective Date.** This Agreement ("Agreement") shall be effective on the date signed by the employee.
2. **Confidentiality.** I will maintain in confidence and will not disclose or use, either during or after the term of my employment any proprietary or confidential information or know-how belonging to DDD or its affiliated companies ("Confidential Information"), whether or not in written form, except to the extent required to perform duties on behalf of DDD or to the extent required by legal process. Confidential Information refers to any information, not generally known in the relevant trade or industry, which was obtained from DDD or its affiliated companies, or which was learned, discovered, developed, conceived, originated or prepared by me in the scope of my employment. Such Confidential Information includes, but is not limited to, technical and business information relating to DDD or its affiliated companies' inventions or products, research and development, production processes, manufacturing and engineering processes, machines and equipment, finances, customers, marketing, and production and future business plans and any other information which is identified as confidential by DDD or its affiliated companies. Upon termination of my employment or at the request of my supervisor before termination, I will deliver to DDD all written and tangible material in my possession incorporating the Confidential Information or otherwise relating to the business of DDD or its affiliated companies. These obligations with respect to Confidential Information extend to information belonging to customers and suppliers of DDD and its affiliated companies who may have disclosed such information to me as the result of my status as an employee of DDD.
3. **Inventions.**
 - 3.1. **Definition of Inventions.** As used in this Agreement, the term "Inventions" means any new or useful art, discovery, contribution, finding or improvement, whether or not patentable, and all related know-how. Inventions include, but are not limited to, all designs, discoveries, formulae, processes, manufacturing techniques, inventions, improvements, and ideas.
 - 3.2. **Disclosure and Assignment of Inventions.**
 - 3.2.a. I will promptly disclose and describe to DDD all Inventions which I may solely or jointly conceive, develop, or reduce to practice during the period of my employment with DDD (i) which relate at the time of conception, development, or reduction to practice of the Invention to DDD's business or actual or

demonstrably anticipated research or development, (ii) which were developed, in whole or in part, on DDD's time or with the use of any equipment, supplies, facilities or trade secret information of DDD or its affiliated companies, or (iii) which resulted from any work I performed for DDD ("DDD Inventions"). I assign to DDD & CMI all my right, title and interest worldwide in DDD Inventions and in all intellectual property rights based upon DDD Inventions.

4. **Competitive Employment.** During the term of my employment with DDD, I will not engage in any employment, consulting, or other activity in any business competitive with DDD or its affiliated companies without DDD's written consent.
5. **Acts to Secure Proprietary Rights.**
 - 5.1. **Further Acts.** I agree to perform, during and after my employment, all acts deemed necessary or desirable by DDD and CMI to permit and assist them, at their expense, in perfecting and enforcing the full benefits, enjoyment, rights and title throughout the world in DDD Inventions with the understanding that these efforts will not violate any other contract or law. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in the registration and enforcement of applicable patents and copyrights or other legal proceedings.
 - 5.2. **Appointment of Attorney-in-Fact.** In the event that DDD or CMI is unable for any reason whatsoever after undertaking reasonable efforts to secure my signature to any lawful and necessary document required to apply for or execute any patent, copyright or other applications with respect to DDD Inventions (including improvements, renewals, extensions, continuations, divisions or continuations in part thereof), I hereby irrevocably appoint DDD and CMI and their duly authorized officers and agents and attorneys-in-fact to execute and file any such application and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or other rights thereon with the same legal force and effect as if executed by me.
6. **Survival.** Notwithstanding the termination of my employment, §3.2 and Article 2 shall survive such termination. This Agreement does not in any way restrict my right or the right of DDD to terminate my employment at any time, for any reason or for no reason.
7. **Specific Performance.** A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to DDD and CMI for which there will be no adequate remedy at law, and DDD and CMI shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate).
8. **Waiver.** The waiver by DDD or CMI of a breach of any provision of this Agreement by me will not operate or be construed as a waiver of any other or subsequent breach by me.
9. **Severability.** If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible the same economic effect as the original provision and the remainder of this Agreement will remain in full force.

10. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the United States and the State of Indiana as applied to agreements entered into and to be performed entirely within Indiana between Indiana residents.

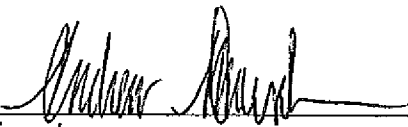
11. **Choice of Forum.** The parties hereby submit to the jurisdiction of, and waive any venue objections against, the U.S. District Court for the Southern District of Indiana, and the Superior and Circuit Courts of the State of Indiana, Bartholomew County, in any litigation arising out of the Agreement.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral. This Agreement may be amended or modified only with the written consent of DDD, CMI and me. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

13. **Assignment.** This Agreement may be assigned by DDD or CMI. I may not assign or delegate my duties under this Agreement without prior written approval of DDD and CMI. This Agreement shall be binding upon my heirs, successors, and permitted assignees.

EMPLOYEE:

Date: 11/11/2002



Signature

ANDREW MARKWIN

Printed Name

DESIGN MANAGER

Title

Date: 11/24

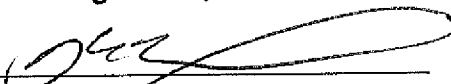
Dorel Design and Development, LLC

By: 

Title: VP

Date: 11/24

Cosco Management, Inc.

By: 

Title: VP
