

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3181418

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	LICENSE	
CONVEYING PARTY DATA		
	Name	Execution Date
	NORTHPOLE LIMITED	12/05/2005
RECEIVING PARTY DATA		
Name:	NORTHPOLE US, LLC	
Street Address:	23 TOWN & COUNTRY DRIVE	
City:	WASHINGTON	
State/Country:	MISSOURI	
Postal Code:	63090	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	12074936	
CORRESPONDENCE DATA		
Fax Number:	(314)612-2307	
<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:	314-621-5070	
Email:	kguliano@armstrongteasdale.com, uspatents@armstrongteasdale.com	
Correspondent Name:	PATRICK W. RASCHE	
Address Line 1:	7700 FORSYTH BLVD.	
Address Line 2:	SUITE 1800	
Address Line 4:	ST. LOUIS, MISSOURI 63105	
ATTORNEY DOCKET NUMBER:	32601-26	
NAME OF SUBMITTER:	PATRICK W. RASCHE	
SIGNATURE:	/pwr/	
DATE SIGNED:	01/13/2015	
Total Attachments: 2		
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source=License - NorthPole Limited to NorthPole US, LLC 05DEC2005#page2.tif		

AMENDMENT TO
INTERCOMPANY LICENSE AGREEMENT

THIS AMENDMENT (the "Amendment") is made this 31st day of December 2005, by and between NorthPole Limited, ("NPL") and NorthPole US, LLC, NorthPole Canada ("Subsidiaries"), collectively hereinafter the ("Parties").

WHEREAS the Parties entered into that Intercompany License Agreement dated April 13th 2004;

WHEREAS the Parties wish to amend and clarify certain terms and/or provisions of that Intercompany License Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to amend the Intercompany License Agreement as follows:

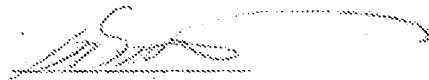
- I. The Parties agree that this Amendment shall supersede and replace that Intercompany License Agreement listed above and is binding to the Parties;
- II. The Parties agree, specifically NPL, that the ownership of the Intellectual Property as noted in the Intercompany License Agreement, shall be assigned back to (unless not yet assigned to NPL) NorthPole US, LLC on behalf of both NorthPole US, LLC and NorthPole Canada. It is further agreed that the purpose of this is to clarify the ownership and rights therein. NorthPole US shall bear all costs, with the various Government entities in each respective country, related to changing the Assignor and ownership accordingly and NPL agrees to fully support and execute any documents necessary to affect the change in Assignment;
- III. NPL agrees that the correct ownership of the Intellectual Property should be NorthPole US, LLC as this is where the relevant work product, execution, legal costs and any preparation and prosecution have been incurred for the entities and will continue to do for the future, including any additional filings in other countries, excluding The People's Republic of China. In addition, the Intellectual Property is an intangible asset and tool for future sales and marketing growth and as well as market protection, irrespective of the country in which the Intellectual Property is located;
- IV. The Intellectual Property in question shall refer to a) Patents, Trademark, Copyrights and other Intellectual Properties as currently listed with the USPTO, CIPO and other International Patent & Trademark offices around the world, excluding the People's Republic of China where any rights therein shall be retained by NorthPole China Limited;
- V. The subsidiaries may apply for and receive financing or other financial support using the Intellectual Property as collateral, whether by way of loan, intangible collateral financing or in any way that may be required of relevant institutions;
- VI. For avoidance of doubt, it is agreed that NPL holds no right or interest in the Intellectual Property, whereby any provisions in the previous Intercompany License Agreement or any other corporate documents are null and void and the terms herein take full precedence;
- VII. NorthPole US, LLC retains full authority of licensing and sub-licensing for the subsidiaries. If any License Agreements currently in place utilize NPL as the licensing party, both NP and Subsidiaries will make necessary changes to reflect the correct licensing party;
- VIII. NorthPole US, LLC will be responsible for prosecuting any purported infringement, worldwide, of the Intellectual Property, whether the infringement occurs within the United States of America or abroad;
- IX. NPL shall not be allowed to extend any rights it may have to any other party without written consent from NorthPole US, LLC;
- X. NPL and the Subsidiaries will ensure all nomenclature used within the various Patent and Trademark authorities is clear in order to clarify any previous assignments under the names of Jinwoong, Your Joon Lee or others associated with Jinwoong as well as any Assignments that have not as of yet been completed or assigned by Employees to NorthPole US, LLC;
- XI. The subsidiaries shall retain full control of where products with associated Intellectual Property are manufactured, distributed and/or marketed, including factories used, Country of Origin, etc.

- XII. This Agreement shall commence as of the date hereof, shall be retroactive to the earliest Intellectual Property filing date(s) and shall continue in effect for the life of each property.
- XIII. This Agreement contains the entire understanding between the Parties with respect to the licensing, use and ownership of the Intellectual Property and the manufacture and sale of the Products, and supersedes all prior agreements and proposals in that regard, if any, and will not be amended, modified, or altered.
- XIV. This Agreement may not be assigned or transferred by NPL without the prior written consent of NorthPole US, LLC; provided, however, the Subsidiaries may, assign this Agreement to (a) any institution as referred to in Section V above, or (b) any third party that acquires all or substantially all of Licensee's business or Assets.
- XV. The subsidiaries extend a worldwide, royalty free, limited and non-exclusive license to NPL and its subsidiaries to make, market and distribute items using the Intellectual Property. This license is dependent upon approval and acknowledgement by the Subsidiaries, without which this license is void.
- XVI. Any rights extended to NPL or any other entity, by NorthPole US LLC or NorthPole Canada, shall terminate if any of the following occurs:
- a. Sale of shares or equity interest in NPL or any of its subsidiaries
 - b. Change of Control for NPL or its subsidiaries
 - c. A Voluntary or Involuntary Filing for Bankruptcy, Liquidation, Receivership or similar
- XVII. This Agreement contains the entire and only agreement between the Parties and supersedes all pre-existing agreements between them respecting its subject matter.
- XVIII. This Agreement shall be governed in all respects by the laws of the State of Missouri excluding its rules governing conflict of laws. The Parties consent that any action arising out of this Agreement shall be brought in the Circuit Court for the County of St. Louis, Missouri, or the United States District Court for the Eastern District of Missouri, Eastern Division, and that either such court shall have personal jurisdiction over the parties with respect to any such action.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above-written.

On Behalf of -
NorthPole Limited / NorthPole Canada

HB Sung, Chief Executive Officer




On Behalf of -
NorthPole US, LLC

Jerry L. Tomblinson, President

