

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3373659

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ICS LLC	08/09/2010
YINKO DESIGNS, INC.	08/09/2010
RECEIVING PARTY DATA	
Name:	WOODSTOCK SAFETY MIRROR COMPANY, INC.
Street Address:	253 MOUNTAIN ROAD
City:	SHOKAN
State/Country:	NEW YORK
Postal Code:	12481
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13663217
CORRESPONDENCE DATA	
Fax Number:	(312)775-8100
<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:	312-775-8000
Email:	mhmpto@mcandrews-ip.com
Correspondent Name:	MCANDREWS HELD & MALLOY, LTD.
Address Line 1:	500 W. MADISON ST.
Address Line 2:	SUITE 3400
Address Line 4:	CHICAGO, ILLINOIS 60661
ATTORNEY DOCKET NUMBER:	24387US02
NAME OF SUBMITTER:	PHILIP HENRY SHERIDAN
SIGNATURE:	/Philip Henry Sheridan/
DATE SIGNED:	05/29/2015
Total Attachments: 5	
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source=1_Yinko_Executed_Agreement_to_Assign#page2.tif	
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**CONFIDENTIALITY, PROPRIETARY RIGHTS AND MANUFACTURING
AGREEMENT**

THIS AGREEMENT is made on this 9th day of August, 2010, by and between WOODSTOCK SAFETY MIRROR COMPANY, INC., a New York Corporation with an office at 253 Mountain Road, SHOKAN, NEW YORK 12481 ("WOODSTOCK"), ICS LLC, a Wisconsin Limited Liability Company with an office at 3628 Rosewood Court, SHEBOYGAN, WISCONSIN 53083 ("ICS") and YINKO DESIGNS, INC., a Wisconsin Corporation with an office at 2806 North 15th Street, Suite 12, SHEBOYGAN, WISCONSIN 53083 ("YINKO").

Whereas WOODSTOCK has employed ICS and/or YINKO to aid in the development and production of WOODSTOCK's side mounted mirror systems for vehicles and other products since July 19, 2009; whereas WOODSTOCK would like ICS and/or YINKO to continue aiding in the development and production of WOODSTOCK's side-mounting mirror systems for vehicles and possibly other WOODSTOCK products; and whereas ICS and/or YINKO would like to continue aiding in the development and production of WOODSTOCK products; in consideration of the promises contained herein, and other good and valuable consideration, including the employment of ICS and/or YINKO by WOODSTOCK, the receipt and adequacy of such consideration hereby acknowledged, WOODSTOCK, ICS and YINKO agree as follows:

1. Confidential Information. In order for WOODSTOCK reasonably to protect its interests against the competitive use of any of WOODSTOCK's confidential information, ICS and YINKO covenant that they will not at any time communicate or disclose to any person or use for ICS and/or YINKO's account any information, observations, data, written materials, records and documents or other information concerning the business or affairs of WOODSTOCK or the business or affairs of any supplier or customer of WOODSTOCK (including without limitation, customer lists or mailing lists) or processes, equipment or products of WOODSTOCK or its licensees ("WOODSTOCK Confidential Information"). It is understood, however, that the obligations of this Section 1 shall not apply in the event and to the extent that WOODSTOCK Confidential Information is in the public domain other than as a result of ICS and/or YINKO's act or omission. ICS and YINKO acknowledge that WOODSTOCK Confidential Information is the sole property of WOODSTOCK, even if ICS and/or YINKO helped acquire or develop that WOODSTOCK Confidential Information. ICS and YINKO acknowledge that all confidential information, including any originals and copies, whether in hardcopy or electronic form, shall at all times remain the property of WOODSTOCK and shall not be copied, published or distributed, and shall be delivered to WOODSTOCK promptly upon request.

In order for ICS and/or YINKO reasonably to protect their interests against the competitive use of any of ICS and/or YINKO's confidential information, WOODSTOCK covenants that it will not at any time communicate or disclose to any person or use for WOODSTOCK's account any information, observations, data, written materials, records and documents or other information concerning the business or affairs of ICS and/or YINKO or the business or affairs of any supplier or customer of ICS and/or YINKO (including without limitation, customer lists or mailing lists) or processes, equipment or products of ICS and/or

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YINKO or its licensees ("ICS and/or YINKO Confidential Information"). It is understood, however, that the obligations of this Section 1 shall not apply in the event and to the extent that ICS and/or YINKO Confidential Information is in the public domain other than as a result of WOODSTOCK's act or omission. WOODSTOCK acknowledges that ICS and/or YINKO Confidential Information is the sole property of ICS and/or YINKO, even if WOODSTOCK helped acquire or develop that ICS and/or YINKO Confidential Information. WOODSTOCK acknowledges that all confidential information, including any originals and copies, whether in hardcopy or electronic form, shall at all times remain the property of ICS and/or YINKO and shall not be copied, published or distributed, and shall be delivered to ICS and/or YINKO promptly upon request.

2. Duty to Support. Commencing on the date hereof and continuing for a period that terminates two years after termination of the employment relationship, ICS and YINKO agree not to take any action, or make any statement, which would reasonably be expected to harm or be contrary to the best business interests of WOODSTOCK, its licensees, or any of their respective directors, officers and employees. Specifically, and without limiting the foregoing, ICS and YINKO agree not to make any statements that would call into question the quality, capability or integrity of WOODSTOCK, its directors, officers or employees, or bring WOODSTOCK, its directors, officers or employees into disrepute in the business community.

3. Assignment of Inventions. ICS and YINKO shall promptly disclose to WOODSTOCK all inventions, ideas (including new product development work), devices and processes made or conceived by ICS and/or YINKO during the period of ICS and/or YINKO's employment by WOODSTOCK, which are relevant or pertinent in any way, whether directly or indirectly, to WOODSTOCK's business or resulting from or suggested by any work that ICS and/or YINKO may have done for WOODSTOCK or at the request of WOODSTOCK and shall do all such acts and execute, acknowledge, and deliver all such instruments as may be necessary or desirable in the opinion of WOODSTOCK to vest in WOODSTOCK the entire interest in such inventions, ideas, devices, and processes referred to above. All inventions, ideas, devices and processes so made during the period commencing with the date of ICS and/or YINKO's first employment by WOODSTOCK and terminating one year after termination of the employment relationship shall be presumed to have been conceived during ICS and/or YINKO's employment by WOODSTOCK unless ICS and/or YINKO can prove conclusively that such inventions, ideas, devices and processes were conceived after the termination of ICS and YINKO's employment by WOODSTOCK.

ICS and YINKO agree to and do hereby assign to WOODSTOCK the entire right, title and interest in inventions, ideas, devices and processes that fall under this Section, including any and all applications for patent and patents therefrom in any and all countries, including all divisions, continuations, continuations-in-part, reexaminations and reissues thereof, and all rights of priority resulting from the filing of any such application, and authorize and request any official whose duty it is to issue patents, to issue any patent on said inventions and improvements resulting therefrom to WOODSTOCK. ICS and YINKO further agree that on request and

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without further consideration, but at the expense of WOODSTOCK, ICS and YINKO will communicate to WOODSTOCK or its representatives or nominees any facts known respecting said inventions and improvements and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, reexamination and reissue applications, make all rightful oaths and generally do everything possible to aid WOODSTOCK, its successors, assigns, and nominees to obtain and enforce proper patent protection for said invention and its improvements in all countries.

ICS and YINKO shall not be required to assign or offer to assign to WOODSTOCK any invention made for itself or its other clients for which no equipment, supplies, facility, or trade secret information of WOODSTOCK or its licensees was used and which was developed entirely on ICS and/or YINKO's own time, unless (i) the invention relates to (A) the business of WOODSTOCK, or (B) WOODSTOCK's actual or demonstrably anticipated research or development, or (ii) the invention results from any work performed by ICS and/or YINKO for WOODSTOCK. ICS AND YINKO hereby acknowledges having received written notice of the foregoing, as evidenced by his or her signature below.

Notwithstanding the foregoing, ICS and/or YINKO retain ownership of any and all manufacturing process(es) of general applicability that can be used to produce both products relating to WOODSTOCK's business and products not relating to WOODSTOCK's business.

If ICS and/or YINKO develops any inventions, ideas, devices or processes which otherwise would be assigned to WOODSTOCK under this section, and ICS and/or YINKO presents such inventions, ideas, devices or processes to WOODSTOCK, and WOODSTOCK thereafter indicates, in its sole discretion, in writing to ICS and/or YINKO that WOODSTOCK does not wish to retain its ownership rights in such inventions, ideas, devices or processes, then ICS and/or YINKO shall be deemed to be the owner of such inventions, ideas, devices or processes.

4. ICS and/or YINKO Employees. All ICS and/or YINKO employees are bound by the provisions of this agreement, including the assignment provisions of Section 3. Prior to receiving any of WOODSTOCK's Confidential Information or otherwise working on projects relating to WOODSTOCK's business, ICS and/or YINKO will require each ICS and/or YINKO employee to sign a document acknowledging that they are bound by the provisions of this agreement, including the assignment provisions of Section 3. Each such document will be in the form of addendum A hereto, and will be delivered to WOODSTOCK prior to the ICS and/or YINKO employee receiving any of WOODSTOCK's Confidential Information or otherwise working on projects relating to WOODSTOCK's business.

5. Manufacturing. WOODSTOCK hereby agrees to have at least ten (10) preproduction side-mounting mirror systems made by ICS and/or YINKO under mutually agreeable terms to be reflected in writing in a subsequent agreement(s) and/or work order(s) that includes agreed to product specifications, product pricing, product testing and product delivery

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schedule. ICS and YINKO will not unreasonably request terms and WOODSTOCK will not unreasonably withhold approval of terms under this section. In the event agreeable terms cannot be reached under this Section, this Section is void.

WOODSTOCK hereby agrees that, in the event WOODSTOCK has any production side-mounting mirror systems made by any entity, WOODSTOCK will have the first three-thousand (3000) such production side-mounting mirror systems made by ICS and/or YINKO under mutually agreeable terms to be reflected in writing in a subsequent agreement(s) and/or work order(s) that includes agreed to product specifications, product pricing, product testing and product delivery schedule. ICS and YINKO will not unreasonably request terms and WOODSTOCK will not unreasonably withhold approval of terms under this section. In the event agreeable terms cannot be reached under this Section, this Section is void.

WOODSTOCK hereby agrees that, in the event WOODSTOCK has production side-mounting mirror systems made by any entity beyond a first three-thousand (3000) such production side-mounting mirror systems, WOODSTOCK will give ICS and/or YINKO a chance to match any terms offered by another potential manufacturer. In the event that all parts to be used by the other potential manufacturer are made in the United States and all machining, manufacturing and assembly by the other potential manufacturer are to be completed in the United States, ICS and/or YINKO will have fifteen (15) days after WOODSTOCK provides written notice of such terms to agree to equivalent terms. In the event ICS and/or YINKO do agree to equivalent terms within the fifteen (15) days, WOODSTOCK will use ICS and/or YINKO to make the production side-mounting mirror systems pursuant to the agreed terms. In the event ICS and/or YINKO do not agree to equivalent terms within the fifteen (15) days, or in the event that ICS and/or YINKO fails to comply with the agreed equivalent terms during the production of the WOODSTOCK mirror systems, WOODSTOCK is not bound to use ICS or YINKO to make any further production side-mounting mirror systems, and WOODSTOCK is not bound to give ICS or YINKO a chance to match any future terms offered by another potential manufacturer. In the event that any part to be used by the other potential manufacturer is made outside the United States or any machining, manufacturing or assembly by the other potential manufacturer are to be completed outside the United States, the fifteen (15) day term for ICS and/or YINKO to agree to equivalent terms will be extended to sixty (60) days.

6. Remedies; Setoff. ICS and YINKO hereby agree that the scope and time period of the foregoing covenants are reasonable and necessary to protect WOODSTOCK's investment in its business. ICS and YINKO hereby agree that in the event they violate any of the provisions of this Agreement, WOODSTOCK will be entitled, if it so elects, (a) to institute and prosecute proceedings at law or in equity to obtain damages with respect to such violation or to enjoin ICS and YINKO from engaging in any activity in violation hereof, and (b) to recover all of its reasonable expenses, including attorneys' fees, incurred in addressing such violation.

7. Severability. In the event that any part or provision of this Agreement is held to be invalid or unenforceable under governing law, such holding shall be considered independent

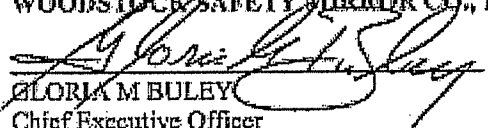
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and severable from the remainder of this Agreement, the validity and enforceability of which shall remain unaffected. To the extent permitted by applicable law, the Parties knowingly and voluntarily waive any provision of law that prohibits or renders invalid or unenforceable any part or provision hereof.

8. **Entire Agreement.** This Agreement, once executed, embodies the entire understanding and agreement between the Parties as to the subject matter hereof. All prior representations, warranties, understandings, and agreements with respect to the subject matter of this Agreement, whether in writing or oral, are merged into this Agreement, and this Agreement is executed and delivered on the basis of this understanding. Any modifications to this Agreement shall be in writing and signed by both Parties.

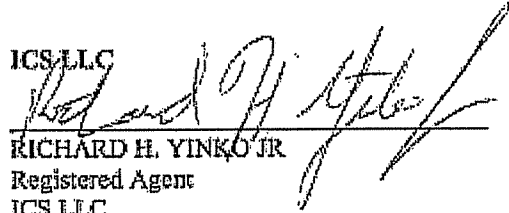
9. **Counterparts.** This Agreement may be executed in one or more counterparts in original or via electronic transmission, each of which shall be deemed to be an original of the Party or Parties executing the same and all of which together shall be deemed to constitute one and the same agreement.

WOODSTOCK SAFETY MIRROR CO., INC.


GLORIA M BULEY
Chief Executive Officer
WOODSTOCK SAFETY MIRROR CO., INC.

08/11/2010
(Date)

ICS LLC


RICHARD H. YINKO JR
Registered Agent
ICS LLC

08-09-2010
(Date)

YINKO DESIGNS, INC.


RICHARD H. YINKO JR
Registered Agent
YINKO DESIGNS, INC.

08-09-2010
(Date)