

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT3503658

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
<b>Name</b>		<b>Execution Date</b>
DAVE W. GORDON		11/19/2001
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	ARCTICSHIELD, INC.	
<b>Street Address:</b>	ROUTE 2 BOX 180-C	
<b>City:</b>	HASKELL	
<b>State/Country:</b>	OKLAHOMA	
<b>Postal Code:</b>	74436	
<b>PROPERTY NUMBERS Total: 3</b>		
<b>Property Type</b>	<b>Number</b>	
<b>Patent Number:</b>	6185845	
<b>Patent Number:</b>	6973742	
<b>Patent Number:</b>	6897167	
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(816)412-1168	
<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>	816 691-3225	
<b>Email:</b>	lora.gurley@stinsonleonard.com	
<b>Correspondent Name:</b>	PATENT GROUP, STINSON LEONARD STREET LLP	
<b>Address Line 1:</b>	1201 WALNUT STREET, SUITE 2900	
<b>Address Line 4:</b>	KANSAS CITY, MISSOURI 64106	
<b>ATTORNEY DOCKET NUMBER:</b>	3001899-0003	
<b>NAME OF SUBMITTER:</b>	LORA GURLEY	
<b>SIGNATURE:</b>	/loragurley/	
<b>DATE SIGNED:</b>	08/28/2015	
<b>Total Attachments: 6</b>		
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## CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY and ASSIGNMENT AGREEMENT, dated November 19<sup>th</sup> 2001, is made between ARCTICSHIELD, an Oklahoma corporation ("Company"), and Dave Gordon ("Gordon") with reference to the following facts:

WHEREAS, Company is engaged in the business of developing, producing, marketing and selling thermal clothing, boots, gloves and other hunting or recreational clothing and protective outerwear.

WHEREAS, Gordon is employed by Company and Company desires to protect its proprietary and confidential information.

WHEREAS, in the course of Gordon's work for Company, Gordon has or may develop certain products for Company and have access to proprietary and confidential information and materials.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants contained herein, and for good and valuable consideration, the parties agree as follows:

1. *Definitions.* As used in this Agreement, the following terms shall have the following meanings:

1.1 "*Invention*" means any designs of thermal clothing, boots, gloves or other hunting or recreational clothing and protective outerwear, whether patented or not, or computer programs used to develop the same configurations or subparts of the foregoing of any kind, discovered, conceived, developed, written or produced, or any modifications or improvements to them, and shall not be limited to the definition of an invention contained in the United States patent laws.

1.2 "*Trade Secrets*" include, but shall not be limited to, information set out in the Oklahoma Trade Secrets Act, Title 78 § O.S. 86 et seq., or other sources of information, software, client lists, leads, drawings, designs, plans, flow charts, proposals, marketing and sales plans, financial information, costs, pricing information, and all concepts or ideas or other intellectual property in or reasonably related to the business of Company.

1.3 "*Copyright*" means any claim to copyright protection in works of authorship that describe any thermal clothing, boots, gloves or other hunting or recreational clothing and protective outerwear, the business of the Company, software, or programs. The term shall not be limited to the requirement of any notice as required in the United States of America, but shall include that subject matter in its published form under the copyright statutes of the United States, the

Universal Copyright Convention, and/or any other convention to which the United States is a signatory.

1.4 "Confidential Information" includes all Trade Secrets, inventions, trademarks, patents and copyrighted materials, as well as any other intellectual property, technology, diagrams, instruction manuals, blueprints, technical specification, electronic artwork, account information, customer records, procedures, and all other information of the Company that has been marked confidential or is known to be proprietary, whether it has a copyright notice or a claim to copyright thereon.

2. Secrecy.

2.1 Strict Confidence. In connection with Gordon's activities on behalf of Company, Gordon has had access or may in the future have access to Confidential Information of Company (the "Company Confidential Information"). Gordon recognizes the proprietary and sensitive nature of the Company Confidential Information. Gordon shall abide by all Company rules and procedures designed to protect its proprietary information and to preserve and maintain all such information in strict confidence during his employment by Company and as long thereafter as such information is confidential or proprietary to Company. Gordon shall not disclose, disseminate or in any other way use such information except as authorized in writing by a duly authorized representative of Company.

2.2 Disclosure of Inventions and Confidential Information. Gordon shall disclose promptly in writing to the officials designated by Company any confidential information he may conceive, develop or make in carrying out his assignments for Company whether he considers them patentable or copyrightable or not, and whether developed alone or with other. Such confidential information shall become the Company Confidential Information as hereinafter provided.

3. Inventions, Assignment and Ownership.

3.1 Assignment of Interest. Gordon assigns, and for so long as he is an employee of Company shall assign, to Company all interest in all Confidential Information, whether copyrightable or patentable or not, made or conceived by Gordon, solely or jointly for Company, including, but not limited to the intellectual property set out in Exhibit "1" attached hereto and incorporated by reference herein. All Confidential Information assigned herein is hereinafter referred to as "Assigned Inventions."

3.2 Provide Assistance and Execute Agreements. Gordon shall assist Company in preparing patent, trademark, and/or copyright applications for Assigned Inventions, at Company's expense, but for no additional consideration to Gordon. On request of Company, Gordon shall execute specific assignments in

favor of Company or its nominee of any of the Assigned Inventions covered by this Agreement, as well as execute all papers and perform all lawful acts that Company considers necessary or advisable for the preparation, prosecution, issuance, procurement and maintenance of patents and copyrights of the United States and foreign countries for the Assigned Inventions, and for transfer of any interest Gordon may have, and shall execute any and all papers and lawful documents required or necessary to vest title in Company or its nominee in the Assigned Inventions., In the event that Company requires assistance under this paragraph after termination of Gordon's employment, Gordon shall provide such assistance.

3.3 Obligations on Termination. On termination of employment, Gordon shall return to Company all copies of documents or information containing Company Confidential Information. Gordon shall not deliver, reproduce, or in any way allow such documents or things to be delivered or used by any third parties without specific direction or consent of a duly authorized representative of Company. During or after termination of employment, Gordon shall not publish, release, or otherwise make available to any third parties any information describing any Company Confidential Information without prior specific written authorization of Company.

4. Representations.

4.1 No Infringement of Third Party Rights. Gordon shall not disclose to Company or induce Company to use any Confidential Information belonging to any third party.

4.2 No Continuing Obligations. Gordon hereby certifies that he has no continuing obligations with respect to assignment of Confidential Information to any previous employers or other person. Gordon further certifies that he does not claim any previous unpatented or non-published inventions or expressions within the scope of this Agreement.

4.3 No Default or Breach. Gordon represents and warrants that the consummation by him of the transactions described herein will not result in or constitute any of the following: a breach of any term or condition of this Agreement; a default or an event that, with the notice or lapse of time or both, would constitute a default, breach or violation of any agreement, instrument or arrangement to which Gordon is a party or an event that would permit any third party to terminate an agreement or to accelerate the maturity of one of the duties or obligations owed to it by the Gordon.

5. Enjoinment of Breach. Gordon acknowledges that Company and any person, corporation, partnership or other entity affiliated with Company will suffer immediate and irreparable harm as a result of any violation, breach or threatened breach of this Agreement by Gordon. Company shall be entitled, in any court of competent

jurisdiction, and in addition to any other remedy, including damages, which may be available at law or in equity, to temporary, preliminary and permanent orders and injunctions, without bond, restraining and enjoining such breach or violation by Gordon and any other person, corporation, partnership or other entity including their officers, directors, shareholders, Gordon's servants or agents who may be acting in concert with Gordon or to whom such Confidential Information may have been disclosed.

6. Notices. Except as specifically provided herein, all notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of services, if served personally upon the party to whom notice is to be given, or on the fourth day after mailing, if mailed to the party to whom notice is to be given, by first class mail, registered or certified, postage prepaid and properly addressed as follows:

If to Company:

Route 2 Box 180-C  
Haskell, Oklahoma 74436

If to Gordon:

Route 2 Box 180-C  
Haskell, Oklahoma 74436

Any party may change its address for purposes of this paragraph by giving the other party written notice of the new address as set forth above.

7. Miscellaneous.

7.1 Severability. Should any term or provision of this Agreement be found to be invalid or unenforceable, such finding shall in no way affect the validity or enforceability of the other terms and conditions hereof. Such other terms and conditions shall be valid and enforceable, as if the invalid or unenforceable term, condition or provision were never a part hereof.

7.2 No Waiver. The failure at any time or times hereafter to require strict performance by any part of any of the provisions, covenants, representations, terms and conditions contained in this Agreement or any other agreement, document or instrument hereafter executed by the parties, shall not waive, affect or diminish any right of any other party thereafter to demand strict compliance and performance therewith. No waiver shall be deemed by reason of any act or knowledge of any party or its agents, but waiver shall be accomplished only by an instrument in writing signed by the party disadvantaged by such waiver and delivered to the other party.

7.3 Entire Agreement. Gordon acknowledges that he has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this Agreement may not in any way be explained or

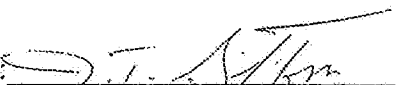
supplemented by a prior or existing course of dealings between the parties, by any usage of trade or custom or by any prior performances between the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all the parties hereto.


7.4 Governing Law and Attorneys' Fees. This Agreement and all rights and obligations hereunder, including matters of construction, validity and performance, shall be governed by the laws of the State of Oklahoma. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach or default in connection with this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in connection with that action or proceeding, in addition to any other relief to which such party or parties may be entitled. All parties have cooperated in drafting and preparation of this Agreement and this Agreement shall not be construed more favorably for or against any party.

The parties hereto have executed this Confidentiality and Assignment Agreement on the date set forth above.

ARCTICSHIELD, INC., an Oklahoma  
corporation

GORDON

By:   
J. T. Griffin, President/Secretary

By:   
Dave W. Gordon, as an individual

## SCHEDULE OF PATENTS, TRADEMARKS AND COPYRIGHTS

### I. PATENTS:

#### A. RECEIVED:

	<u>Description</u>	<u>Number</u>	<u>Date Granted</u>
1.	Thermal Foot Cover	US PATENT 6185845	2/13/01

#### B. APPLIED FOR/PENDING:

	<u>Description</u>	<u>Number</u>	<u>Date Applied For</u>
1.	Thermal Foot Cover	US Patent Application Serial No.: 09/768,969	01/24/01: Pending: OA received: Res due 01/10/01

### II. TRADEMARKS:

	<u>Description</u>	<u>Number</u>	<u>Date Applied For</u>
1.	ARCTICSHIELD	US Trademark Application Serial No.: 76/290427	Filed 07/26/01: R Res to OA filed 11/01/01
2.	RE-TAIN	US Trademark Application: File No.: 2145.01C	Application forwarded to Gordon for execution

### III. COPYRIGHTS:

	<u>Description</u>	<u>Number</u>	<u>Date Granted</u>
1.			