

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3525934

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SCOTT DEMAREST	06/22/2015
MICHAEL TERRANOVA	06/29/2015
RAYMOND CLEPPER	12/23/2014
RECEIVING PARTY DATA	
Name:	Colgate-Palmolive Company
Street Address:	300 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29529805
CORRESPONDENCE DATA	
Fax Number:	(732)878-7853
<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>	
Email:	PatentDocketing@colpal.com
Correspondent Name:	COLGATE-PALMOLIVE COMPANY
Address Line 1:	909 RIVER ROAD
Address Line 4:	PISCATAWAY, NEW JERSEY 08855
ATTORNEY DOCKET NUMBER:	10883-00-US-01-OCP
NAME OF SUBMITTER:	ERIKA MCDUGALD
SIGNATURE:	/erikamcdougald/
DATE SIGNED:	09/15/2015
Total Attachments: 16	
source=10883-00-US-01-OCP Executed Assignment#page1.tif	
source=10883-00-US-01-OCP Executed Assignment#page2.tif	
source=10883-00-US-01-OCP Executed Assignment#page3.tif	
source=10883-00-US-01-OCP Executed Assignment#page4.tif	
source=10883-00-US-01-OCP Executed Assignment#page5.tif	

source=10883-00-US-01-OCP Executed Assignment#page6.tif
source=10883-00-US-01-OCP Executed Assignment#page7.tif
source=10883-00-US-01-OCP Executed Assignment#page8.tif
source=10883-00-US-01-OCP Executed Assignment#page9.tif
source=10883-00-US-01-OCP Executed Assignment#page10.tif
source=10883-00-US-01-OCP Executed Assignment#page11.tif
source=10883-00-US-01-OCP Executed Assignment#page12.tif
source=10883-00-US-01-OCP Executed Assignment#page13.tif
source=10883-00-US-01-OCP Executed Assignment#page14.tif
source=10883-00-US-01-OCP Executed Assignment#page15.tif
source=10883-00-US-01-OCP Executed Assignment#page16.tif

ASSIGNMENT

WHEREAS, WE, Scott DEMAREST, Michael TERRANOVA and Raymond CLEPPER (below referred to as ASSIGNORS), residing, respectively, as set forth hereinafter, have made an invention for which application for Letters Patent of the United States was filed in the United States Patent and Trademark Office as Application Serial No. 29/529805, filed June 10, 2015, naming the ASSIGNOR(S) as inventor(s), and entitled **ORAL CARE IMPLEMENT**; and

WHEREAS, Colgate-Palmolive Company, a corporation duly organized and existing under the laws of the State of Delaware, United States of America and having its principal office and place of business at 300 Park Avenue, New York, New York 10022, and offices and place of business at 909 River Road, Piscataway, New Jersey 08854 (below referred to as "ASSIGNEE"), is desirous of obtaining the entire right, title and interest in and to the aforesaid invention and patent application and corresponding patent rights worldwide;

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR(S), by these presents do sell, assign and transfer to ASSIGNEE, the full and exclusive right, title and interest in and to the aforesaid invention, the aforesaid United States Patent Application and all corresponding foreign patent applications, all divisional, continuation, continuation-in-part, reissue, reexamination, and any additional United States Patent applications which claim priority to the aforesaid United States application, and all Letters Patent or comparable rights issuing thereon in the United States and in all foreign countries, together with the right(s) of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNOR(S) hereby authorize and request the United States Commissioner of Patents and Trademarks and all foreign Patent Offices to issue all Letters Patent or comparable rights issuing on any application as aforesaid to ASSIGNEE, or to its successors, assigns or legal representatives;

ASSIGNOR(S) hereby covenant that ASSIGNOR(S) have full right to convey the entire interest herein assigned, and that ASSIGNOR(S) have not executed, and will not execute, any agreement in conflict herewith;

ASSIGNOR(S) agree to communicate to ASSIGNEE or to its successors, assigns or legal representatives any and all facts known to them or any of them respecting said invention, and without further remuneration to testify in any legal proceeding, sign all lawful papers, execute all divisional, continuation, continuation-in-part, reissue and reexamination applications, make all rightful oaths and generally do all lawful acts to aid ASSIGNEE or its successors, assigns or legal representatives to obtain and enforce proper patent protection for said invention in all countries and to enhance or perfect ASSIGNEE's title in and to the invention and patent rights therein.

ASSIGNOR(S) hereby authorize attorneys for ASSIGNEE to enter on this document any applicable serial numbers and filing dates after ASSIGNOR(S') execution of this document.

This Assignment is effective as of: June 10, 2015.
(date of filing)

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 22 day of JUNE 2015

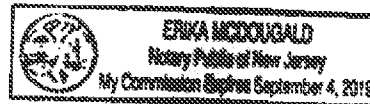

Scott DEMAREST

Address: 30 Sunnybrook Road
Basking Ridge, New Jersey 07920
United States of America

State of New Jersey
County of Middlesex

On this 22 day of June 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared the above signatory, known to me to be the person of that name, who executed the foregoing instrument in my presence.


NOTARY PUBLIC



IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____ 20____.

Michael TERRANOVA

Address: 147 Rosemere Avenue
Fairfield, Connecticut 06825
United States of America

State of _____
County of _____

On this _____ day of _____ 20____, before me, a Notary Public in and for the State and County aforesaid, personally appeared the above signatory, known to me to be the person of that name, who executed the foregoing instrument in my presence.

NOTARY PUBLIC

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of _____ 20____.

Scott DEMAREST

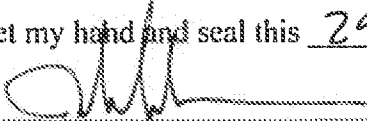
Address: 30 Sunnybrook Road
Basking Ridge, New Jersey 07920
United States of America

State of _____
County of _____

On this _____ day of _____ 20____, before me, a Notary Public in and for the State and County aforesaid, personally appeared the above signatory, known to me to be the person of that name, who executed the foregoing instrument in my presence.

NOTARY PUBLIC

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this 29 day of JUNE 2015.

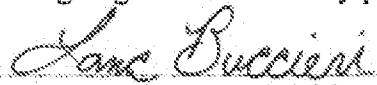


Michael TERRANOVA

Address: 147 Rosemere Avenue
Fairfield, Connecticut 06825
United States of America

State of _____
County of _____

On this 29 day of June 2015, before me, a Notary Public in and for the State and County aforesaid, personally appeared the above signatory, known to me to be the person of that name, who executed the foregoing instrument in my presence.



NOTARY PUBLIC

LANA BUCCIERI
NOTARY PUBLIC
MY COMMISSION EXPIRES JAN. 31, 2020

IN TESTIMONY WHEREOF, I hereunto set my hand and seal this _____ day of
_____ 20__.

Raymond CLEPPER

Address: 95 Kent Street, Ste. 3
Brooklyn, New York 11222
United States of America

State of
County of

On this _____ day of _____ 20____, before me, a Notary Public in
and for the State and County aforesaid, personally appeared the above signatory, known to me to
be the person of that name, who executed the foregoing instrument in my presence.

NOTARY PUBLIC

EXHIBIT C

SUPPLIER EMPLOYEE/CONSULTANT ASSIGNMENT AND UNDERTAKING

1. I, Raymond Clepper, a citizen of United States, and residing at 47 S. 5th Street, Suite 1S, Brooklyn, NY 11249 (hereinafter, the "Assignor") am engaged in the business of providing graphics, logos, brands, packaging and industrial design services.

2. I hereby confirm that I will design and develop or contribute to the design and development of, or contributed to the design and development of, concepts, ideas, developments, designs (including, without limitation, images, illustrations, photographs, graphics, logos, packaging and product configurations), technology, products, materials, information, reports, documentation, embodiments of ideas or concepts, logos, trademarks, patents, design patents, copyrights, inventions, models, renderings, studies, drawings, technical data, and/or specifications, and/or any other work product for Colgate-Palmolive Company (hereinafter collectively, "Deliverables") and that any copyrightable material in the Deliverables are works made for hire under U.S. copyright law.

(a) during the course of my employment with [identify employer];

(b) as an independent consultant, at the request of Fletcher Knight Inc.

[use (a) OR (b) above, as applicable]

3. For good and valuable consideration, the receipt of which is hereby acknowledged, I hereby agree to irrevocably assign to Colgate-Palmolive Company, a corporation organized and existing under the laws of the State of Delaware, with offices at 300 Park Avenue, New York, New York 10022, United States of America (hereinafter, "Colgate") the exclusive and worldwide right, title and interest in and to all rights in the Deliverables, including, without limitation, all concepts and ideas (irrespective of whether or not such Deliverables are protectable under traditional intellectual property laws, e.g., ideas or concepts that have not been reduced to a tangible medium), as well as all copyright, trademark, patent, and other intellectual property rights associated therewith (collectively, the "Intellectual Property"), and all claims and causes of action appurtenant thereto (as well as the right to recover damages for past, present, and future infringement), and the right to make any changes or additions thereto as Colgate may in its sole discretion determine, including the right to prepare and use derivative works based on the Deliverables.

4. I hereby agree to absolutely and irrevocably waive all moral rights subsisting in the Designs in my favor, and all equivalent rights or benefits which may be accorded to me in any territory or jurisdiction of the world, including, without limitation, waivers of the rights of attribution and integrity.

5. I hereby represent and warrant that all Deliverables will be original works, and shall not be copied, in whole or in part, from any other source, and that the use by Colgate of the Intellectual Property will not infringe the copyright, trademark, design patent, or other intellectual property rights or other proprietary rights of any third parties.

6. I shall hold in confidence and shall not disclose to any third party any confidential, non-public, or proprietary information of Colgate, including, without limitation, the Deliverables ("Colgate Confidential Information") to which I obtain access, except with Colgate's prior written consent. I acknowledge that any breach of this paragraph would cause immediate and irreparable harm to Colgate for which monetary damages could not compensate and that, in addition to all other remedies available at law or in equity, Colgate shall be entitled to injunctive relief without proof of damages or the posting of bond or other security. Colgate Confidential Information shall not include information that (i) is or becomes public knowledge through no act or omission of mine; (ii) was in my lawful possession prior to the disclosure and had not been subject to the limitations on disclosure set forth herein; (iii) is lawfully disclosed hereafter to me by a third party without an obligation to keep such information confidential; (iv) is independently developed by me without the use or benefit of the Colgate Confidential Information; or (v) is available in the public domain as of date hereof or becomes available in the public domain thereafter without a breach of the limitations on disclosure set forth herein.



7. I agree to indemnify and hold Colgate, its affiliates and subsidiaries, and all of their respective assigns, licensees, agents, legal representatives, officers, directors, shareholders, employees, and successors either in their individual capacities or by reason of their relationship to Colgate, harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including, without limitation, for the employment of counsel of Colgate's own choosing) related to any breach by me of this Supplier Employee/Consultant Assignment and Undertaking, including, without limitation, the representations and warranties set forth herein.

8. I hereby undertake to execute any documents or instruments which Colgate may in the future require to enforce, protect, or register in favor of Colgate, in any jurisdiction, the above rights granted to Colgate in accordance with the local law of such jurisdiction, and to cooperate with Colgate to the extent necessary to effectuate same.

Executed this 23 day of December 2014

ASSIGNOR

Subscribed and sworn to before me

this 23 day of Dec 2014.

Notary Public

(Notarial Seal)

AMENDMENT TO CONSULTING AGREEMENT

This AMENDMENT TO CONSULTING AGREEMENT ("Amendment") is effective December 1, 2014 by and between Fletcher Knight, Inc., a Connecticut corporation whose address is One Dock Street #620, Stamford, CT 06902 ("Fletcher Knight") and Raymond Clepper DBA ClepperTime LLC whose address is 47 S. 5th Street, Suite 1S, Brooklyn, NY 11249 ("Consultant"), together the Parties.

WHEREAS, the Parties previously entered into a certain CONSULTING AGREEMENT ("Agreement") as of ~~23 Decem, 2014~~ and now wish to amend the Agreement, and

WHEREAS, Fletcher Knight has separately entered into a MASTER SERVICES AGREEMENT (the "MSA") effective December 1, 2011 with Colgate-Palmolive Company ("Colgate") to perform certain services pursuant to a Statement of Work effective December 1, 2014 (the "SOW"), and

WHEREAS, Fletcher Knight will assign Consultant to provide, and Consultant will provide, services in connection with the SOW, and

WHEREAS, the MSA requires that Fletcher Knight's agents and subcontractors providing services under the SOW shall not, during the term of such SOW and for a period of one year thereafter, perform for any third party without Colgate's prior written approval in each instance, any services relating to the oral care product category,

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged by Fletcher Knight and Consultant, including, without limitation, the promises, covenants, representations and warranties described herein and in the Agreement, the Parties, intending to be legally bound, hereby agree as follows:

Consultant agrees that during the term of the SOW and for a period of one year thereafter (the "Restricted Period"), Consultant will not perform for any third party without Colgate's prior written approval in each instance, any services relating to the oral care product category.


Raymond Clepper


Laurence Knight for Fletcher Knight Inc.

F.k copy.

Consulting Agreement

AGREEMENT dated December 22, 2014 between Fletcher Knight, Inc., a Connecticut corporation whose address is One Dock Street, Stamford, CT 06902 ("Fletcher Knight") and Raymond Clepper DBA ClepperTime LLC a NY corporation whose address is 47 S. 5th Street, Suite 1S, Brooklyn, NY 11249.

WHEREAS, Fletcher Knight and Consultant provide corporate Design and related consulting services (collectively "Design & Consulting Services") and desire for Fletcher Knight to retain Consultant as an independent contractor on the terms and conditions contained herein;

NOW THEREFORE, the parties hereto agree as follows:

1. Fletcher Knight retains Consultant as an independent contractor on the terms contained herein. Consultant shall provide Design and Consulting services to Fletcher Knight Clients and, as and when requested by Fletcher Knight. Consultant shall use its best efforts in performing its duties hereunder.

2. Fletcher Knight shall supply Consultant with a Fletcher Knight electronic mail address bearing the name of Consultant's principal Raymond Clepper for use solely in connection with this Agreement. It is understood that Mr. Clepper's personal performance of Consultant's obligations hereunder is of the essence of this Agreement. No person or entity other than Mr. Clepper shall be used by Consultant (as employee, contractor or otherwise) to perform under this Agreement without Fletcher Knight's prior approval.

3. NA

4. Except as set forth in paragraph 2, Consultant shall use no Fletcher Knight intellectual property or

collateral materials pertaining or referring to Fletcher Knight for any purpose except to perform its obligations hereunder, and Fletcher Knight's prior approval shall be required in each instance with respect thereto.

5. Consultant shall perform its obligations under the direction of Fletcher Knight's principal Laurence Knight, and/or his designees.

6. Consultant shall not sign any instruments or documents for Fletcher Knight, or otherwise attempt to bind or enter into agreements for Fletcher Knight. Consultant agrees that it shall have no right or power whatsoever to sign any instruments or documents for Fletcher Knight, or to otherwise bind or enter into agreements for Fletcher Knight..

7. Consultant shall be paid on an hourly or lump sum basis for work performed hereunder. The hourly or lump sum rates to be paid Consultant and terms of payment shall be as Consultant and Fletcher Knight hereafter agree in writing on a project by project basis. Except as may otherwise be agreed, Fletcher Knight shall be billed monthly by Consultant as of the 1st day of each month.

8. Consultant shall pay and be solely responsible for all of its own expenses and personnel costs in connection with this Agreement, except for those pre-approved by Fletcher Knight. Pre-approved expenses shall be billed with Consultant's fee invoice(s). In no case shall Fletcher Knight be liable to pay Consultant's expenses for any particular project in excess of 15% of Consultant's total fees for such project, except when such expenses have been specifically pre-approved by Fletcher Knight in writing.

9. Consultant is an independent contractor. The parties are not partners or joint venturers. Consultant agrees that it shall have no right or interest in or to monies, profits or other benefits derived by Fletcher Knight from any business activity, including but not limited to Consultant's business activity hereunder. Fletcher Knight's sole liability shall be to pay Consultant the fees and expenses, if any, due Consultant under this Agreement.

10. Consultant agrees that neither any of Consultant's principals (including but not limited to Mr. Clepper) officers, employees, agents and contractors, its affiliates, parents and subsidiaries, nor any of their principals, officers, employees, agents and contractors (jointly and severally "Consultant's Interested Group") nor Consultant shall participate in any plans, arrangements or distributions by Fletcher Knight for pension, profit sharing, bonus, insurance or other benefits. Consultant shall be solely responsible for, and shall indemnify and hold Fletcher Knight harmless from and against, all payments, premiums, filings and returns pertaining to workers' compensation, health, disability, accident, unemployment and other insurance, federal, state and local income, withholding, social security, medicaid, business, sales, use and other taxes (including without limitation, all contributions, taxes and premiums under all laws measured on the fees paid under this Agreement) regarding Consultant's Interested Group and Consultant.

11. Consultant agrees that, except for the purposes contemplated by this Agreement, Consultant shall not disclose to any third party, or otherwise use, any information received or created during the Term by any person or entity regarding Fletcher Knight, any Fletcher Knight client, or any project or matter relating (directly or indirectly) to Fletcher Knight,

any Fletcher Knight client and/or this Agreement, which information is proprietary or confidential in nature or not available to the general public, including but not limited to trade secrets ("Confidential Information"). Consultant further agrees to use reasonable safeguards to protect all Confidential Information and, without limitation, to use at least the same degree of care with respect to all Confidential Information that it uses to protect its own information of a similar nature.

12. In the event of expiration or termination of this Agreement Consultant shall promptly deliver to Fletcher Knight all of Consultant's work product pursuant to this Agreement (in all media) performed on behalf of Fletcher Knight and/or any person or entity which, at the time of the Agreement expiration or termination is a former or current Fletcher Knight Client, and all property, records and data belonging independently or jointly to Fletcher Knight and/or any person or entity which, at the time of the Agreement expiration or termination is a former or current Fletcher Knight Client, and Consultant shall cooperate with Fletcher Knight's efforts to obtain possession of any and all of the foregoing not then in Consultant's possession or control. At the same time, Fletcher Knight shall promptly deliver to Consultant all of Fletcher Knight's work product (in all media) performed on behalf of any person or entity which, at the time of the Agreement expiration or termination is a former or current Consultant Client, and all property, records and data belonging independently to any person or entity which, at the time of the Agreement expiration or termination is a former or current Consultant Client, which are in Fletcher Knight's possession. The parties intend for the range of materials encompassed by this paragraph to be understood broadly.

13. All work product of Consultant under this Agreement, including but not limited to work product which is derivative of or a modification of other work, shall be deemed a "work made for hire" in the course of services rendered hereunder and title to same shall be in Fletcher Knight. To the extent that title to any of same does not by operation of law vest in Fletcher Knight, or is not considered work made for hire, then all right, title and interest therein are hereby irrevocably assigned to Fletcher Knight by Consultant. Consultant agrees: (a) not to claim any right or license as to any intellectual property rights (including but not limited to copyrights, trademarks, patents, trade secrets, or applications for any of the foregoing) or goodwill relating (directly or indirectly) to this Agreement or to work pursuant hereto, (b) that no grant or license of such rights to Consultant is or shall be made, and (c) that all such rights shall belong to Fletcher Knight. Without limitation, Consultant agrees that Fletcher Knight shall have all right, title and interest (if any) in and to all analytical concepts, approaches, methodologies and formats relating (directly or indirectly) to this Agreement and/or to work pursuant hereto. If, despite the foregoing, any rights or interests in or to any of the foregoing become vested other than in Fletcher Knight, upon request Consultant shall cooperate and assist in causing the assignment or other disposition of such rights as and in the manner that Fletcher Knight in its sole discretion may request.

14. Without limitation, for a period of twelve months(12) following the expiration or termination of this Agreement: (a) Consultant shall not (for itself or any third party) solicit, or render any Design or consulting services (directly or indirectly) to or for the benefit of any person or entity (i.e. whether for its own account, for the account of any third party which it may become interested in or otherwise) which

at the time of the Agreement expiration or termination is a former or current Fletcher Knight Client or any affiliate, parent or subsidiary thereof, including but not limited to Fletcher Knight Client's direct competitors unless Fletcher Knight consents to consultant providing such services, and such consent shall not be unreasonably withheld (b) Consultant shall not solicit, recruit, offer to employ, engage as a consultant, lure, entice or hire away (directly or indirectly) any person who, at the time of the Agreement expiration or termination, is a former or current employee, agent and/or contractor of Fletcher Knight and/or any person or entity referred to, in any way, in subparagraph (a) of this paragraph, (c) Fletcher Knight shall not (for itself or any third party) solicit, or render any Design and consulting services (directly or indirectly) to or for the benefit of any person or entity which at the time of the Agreement expiration or termination is a former or current Consultant Client or any affiliate, parent or subsidiary thereof, and (d) Fletcher Knight shall not solicit, recruit, offer to employ, engage as a consultant, lure, entice or hire away (directly or indirectly) any person who, at the time of the Agreement expiration or termination, is employed by Consultant and/or any person or entity referred to, in any way, in subparagraph (c) of this paragraph.

15. The term of this Agreement shall be one (1) year from the date set forth above (the "Term"). Unless terminated (with or without cause) the Term of this Agreement shall be deemed extended for successive one (1) year periods. Either party may terminate this Agreement without cause at any time upon thirty (30) days' written notice. In case of any termination without cause, or termination by Fletcher Knight for cause pursuant to subparagraph (b) and/or (c) below, Fletcher Knight shall pay Consultant all fees and expenses due through the date of termination and thereafter shall have no further liability to

Consultant. The Parties may also terminate this Agreement at any time for "Cause". "Cause" shall mean any of the following acts or omissions by the Parties or Consultant's Interested Group:

(a) Fraud, embezzlement, misappropriation of funds or property or breach of fiduciary duty, and upon termination for cause in any such event all of the Parties obligations hereunder shall immediately terminate;

(b) Material misconduct, or failure to perform material duties, or violation of any Fletcher Knight policy of which Consultant has been informed; and/or

(c) Mr. Clepper's dying, becoming disabled or seriously ill, no longer being a principal of Consultant and/or not personally performing Consultant's obligations hereunder. It is agreed that notwithstanding anything to the contrary contained in this paragraph 15, only Fletcher Knight, and not consultant is permitted to cancel this agreement for cause pursuant to this sub paragraph (c).

16. The parties agree that the remedy at law for breach of any provision of paragraphs 11, 12 and 14 will be inadequate and that the parties, in addition to any remedy at law, shall be entitled to seek appropriate injunctive and/or equitable relief in case of such breach, including without limitation specific performance.

17. The following paragraphs shall survive the expiration or termination of this Agreement: 4, 6, 8-14 and 16-24.

18. Consultant shall cause the terms governing or pertaining to Consultant in this Agreement not to be violated by Consultant's Interested Group, but to be adhered to by Consultant's Interested Group as if same

applied thereto by name. By signing this Agreement Mr. Clepper personally agrees to adhere to and not violate the terms of paragraphs 10-14 of this Agreement, as if same applied to him by name. At the same time, by signing this Agreement Ms. Knight personally agrees to adhere to and not violate the terms of paragraphs 12 of this Agreement, as if same applied to him by name. Nothing in this Agreement is intended to or shall create any obligation or liability of Fletcher Knight to any person or entity other than Consultant, nor any rights in any person or entity other than Consultant against Fletcher Knight.

19. All formal legal notices required or permitted hereunder and/or by law, shall be in writing sent certified mail to the parties at their addresses set forth above, and shall be deemed effective 3 days after mailing. Notices sent to Consultant shall be deemed sent to Mr. Clepper.

20. This Agreement sets forth the parties' entire understanding and supersedes all prior agreements and understandings, written or oral, relating to the terms of Consultant's services. It may not be changed, modified, renewed or extended unless amended in a writing signed by the parties.

21. This Agreement has been drafted mutually by the parties and shall not be construed against either party as its drafter.

22. No waiver or failure to exercise a right hereunder shall be deemed a waiver of a further right, or subsequent exercise of the same right, in a subsequent situation. If any term of this Agreement is held invalid it shall be deemed omitted, and the Agreement shall remain enforceable.

23. Consultant may not assign this Agreement without Fletcher Knight's prior approval.

24. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Connecticut without regard to conflicts of law provisions.

Fletcher Knight, Inc.

By: Laurence Knight
Laurence Knight, President

Laurence Knight
Laurence Knight, Individually
As per Paragraph 18

ClepperTime LLC

By: Raymond Clepper
Raymond Clepper, Principal

Raymond Clepper
Raymond Clepper, Individually
As per Paragraph 18