

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3543836

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	STREAMLINE DESIGN, LLC	05/18/2015
RECEIVING PARTY DATA		
Name:	SOURCING PARTNER, INC.	
Street Address:	1400 LAVON DR. STE. 200	
City:	MCKINNEY	
State/Country:	TEXAS	
Postal Code:	75069	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	29529862
CORRESPONDENCE DATA		
Fax Number:	(314)786-1201	
<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:	636-527-9962	
Email:	CCMLAW@SOCKET.NET	
Correspondent Name:	CHARLES C. MCCLOSKEY	
Address Line 1:	13321 N. OUTER 40 RD. STE. 100	
Address Line 4:	TOWN & COUNTRY, MISSOURI 63017	
ATTORNEY DOCKET NUMBER:	883	
NAME OF SUBMITTER:	CHARLES MCCLOSKEY	
SIGNATURE:	/SP BY CCM/	
DATE SIGNED:	09/25/2015	
Total Attachments: 7		
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LICENSING AND DESIGN ROYALTY AGREEMENT

This Agreement is made and entered into between Streamline Design, L.L.C. 3701 Trakker Trail -- Unit 2A, Bozeman, MT 59718 (hereinafter Licensor) and Sourcingpartner, Inc. (hereinafter Licensee) having its principle office at 1400 Laven Drive, Suite 200 McKinney, TX 75069 and collectively known as Parties.

Whereas, per the request of the Licensee, the Licensor designed a product as described in Schedule A and Licensee agrees to pay a Design Royalty to the Licensor as set forth in the Terms & Conditions hereinafter.

Now, therefore, in consideration of the premises and the faithful performance of the covenants herein contained, it is agreed as follows.

Whereas, Licensor is the designer of the Product(s) and in exchange for a Design Royalty as set forth in the Agreement, Licensee will have exclusive rights and ownership of the Product(s), whether singularly or collectively, and referred to as the Product(s) fully described in Schedule A attached hereto, and having been acknowledged by both Parties as indicated by the signatures on Schedule A of the persons also executing this Agreement.

1. **Whereas**, Licensee has exclusive rights to Licensor's interest in the Product(s), including any rights, title, interest and ownership to inventions, of the design described in Schedule A whether such inventions or improvements are patentable or may become patented.
2. Licensee agrees to protect the reputation of the Product(s), as well as the relationship herein.
3. **Grant**: Licensor hereby grants Licensee a worldwide license and the right to use, manufacture, have manufactured and to sell the Product(s) without limitation, on or in association with the design, manufacture, distribution, sale, marketing, promotion and advertising of the Product(s), as well as on the packaging, promotional and advertising material associated with the Product(s) and to receive any and all consideration and compensation from use and sale of the Product(s).
4. **Term**: Initial term of this agreement is two year (2) years commencing on the above date and automatically renewed annually subject to the Terms and Conditions of this Agreement.
5. **Advance**: Upon signing this Agreement, Licensee shall pay Licensor an advance payment as described in Schedule A. Advance payment's shall be nonrefundable, but recoupable by the Licensee from subsequent royalties otherwise allocable to Licensor per this Agreement.
6. **Sublicenses**: All sublicenses shall be subjected to the Terms and Conditions of this Agreement.
7. **Design Royalty**: Licensee shall pay a quarterly first stage royalty of 10% of Net Sales of Product(s) for until royalties have totaled up to 10000 and then a second stage royalty of 10% of Net Sales for units sold. All payments to be made within 30 days from the end of each specified quarter.
8. **Deductions**: Regardless of the sales vehicle or sales method applied, in no event shall the total amount deducted from Net Sales for discounts, shipping, freight, taxes, credits, returns, or any other deductions whatsoever, exceed 10% (ten percent) of the Net Sales of the Product(s) during that royalty period.

9. **Reports:** Within thirty (30) days after the end of each calendar quarter period during which this Agreement shall be executed, Licensee shall make a written report to Licensor setting forth the Net Sales of Licensed Product(s) sold, leased or used by Licensee, including total sublicensing receipts. If there are no Net Sales or sublicensing receipts, a statement to that effect is to be made by Licensee to Licensor. At the time each report is made, Licensee shall pay to Licensor the royalties or other payments shown by such report directly to the Licensor hereunder. An accounting of any and all discounts up to the 10% (ten percent), as noted in Provision 9, must be included in the report.
10. **Product(s) Pricing:** Licensee agrees not to sell Product(s) for less than 30% of the established wholesale cost without the express written permission of Licensor.
11. **Minimum Payment:** Licensee will pay Licensor, when submitting their royalty report a minimum royalty as set forth in Schedule A regardless of the amount of sales.
12. **Currency:** All sums payable by Licensee hereunder shall be paid to Licensor in U.S. dollars.
13. **Default Interest:** In the event any royalties are not paid in a timely manner as specified herein, then a compound interest of eighteen percent (18%) shall be due in addition to the royalties accrued for the period of default.
14. **Books and Records:** Licensee shall keep books and records in reasonable detail. Licensee further agrees to permit such books and reports to be inspected and audited by a representative or representatives of Licensor to the extent necessary to verify the financial reports.
15. **Marketing:** Licensee shall use its best efforts to bring Licensed Product(s) to market by utilizing a thorough, vigorous and diligent program, and also to continue active and diligent marketing efforts throughout the life of this Agreement. As a comparator, best efforts would be defined by a similar branding effort and Product(s) launch for average existing Product(s) sold by Licensee.
16. The Licensee must publically launch the Product(s) within 12 months of signing this Agreement. Public launch may include but is not limited to online presales or the debut of the Product(s) at a tradeshow in the field.
17. **Performance:** Licensee's failure to perform according to the Terms and Conditions of this Agreement shall be grounds for Licensor to terminate this Agreement. Understanding that this license is in the best interest of both parties, and that performance guidelines are used to define reasonable goals and efforts. Performance will not be unreasonably argued.
18. **Licensee Termination:** Licensee may terminate the license granted by this Agreement, provided Licensee shall not be in default hereunder, by giving Licensor ninety (90) days' notice of its intention to do so. If such notice shall be given, then upon the expiration of such ninety (90) days the termination shall become effective; but such termination shall not operate to relieve Licensee from its obligation to pay royalties, or to satisfy any other obligations accrued hereunder prior to the date of such termination.
19. **Licensor Termination:** may, at its option, terminate this Agreement by written notice to Licensee if:
 - a. Default in the payment of any royalties required to be paid by Licensee to Licensor hereunder.
 - b. Default in the making of any reports required hereunder and such default shall continue for a period of thirty (30) days after Licensor shall have given to Licensee a written notice of such default.

- e. Default in the performance of any other material obligation contained in this Agreement on the part of Licensee to be performed, and such default shall continue for a period of thirty (30) days after Licensor shall have given to Licensee written notice of such default.
 - d. Adjudication that Licensee is bankrupt or insolvent.
 - e. The filing by Licensee of a petition of bankruptcy, or a petition or answer seeking reorganization, readjustment or rearrangement of its business or affairs under any law or governmental regulation relating to bankruptcy or insolvency.
 - f. The appointment of a receiver of the business or for all or substantially all of the property of Licensee; or the making by Licensee of assignment or an attempted assignment for the benefit of its creditors; or the institution by Licensee of any proceedings for the liquidation or winding up of its business or affairs.
 - g. Licensor may also terminate this Agreement if Licensee fails to sell 5000 number of Product(s) over the course of each calendar year.
20. **Rights and Remedies:** Termination of this Agreement shall not in any way operate to impair or destroy any of Licensee's or Licensor's rights or remedies, either at law or in equity, or to relieve Licensee of any of its obligations to pay royalties or to comply with any other of the obligations hereunder, accrued prior to the effective date of termination.
21. **Failure or Delay** by Licensor to exercise its rights of termination hereunder by reason of any default by Licensee in carrying out any obligation imposed upon it by this Agreement shall not operate to prejudice Licensor's right of termination for any other subsequent default by Licensee.
22. Upon termination of this Agreement, all of the licensed patent and/or any other rights, intellectual property, material(s) or any other property shall be returned to Licensor immediately.
23. **Remaining Inventory:** In case of termination of this Agreement, the royalty for any remaining inventory that Licensee has in its possession must be paid for in full within ninety (90) days.
24. **Breach:** Any breaching Party shall have thirty (30) days from the date of notification to cure such breach. Any dispute between the Parties to this Agreement shall be resolved through binding arbitration, which shall be governed under the laws of the State of Montana. If Licensee shall violate any other obligations under the terms of this Agreement, and upon receiving written notice of such violation by Licensor, Licensee shall have thirty (30) days to remedy such violation. If this has not been done, Licensor shall have the option of canceling the Agreement upon ten (10) days written notice.
25. **Improvements of Changes:** It is understood and agreed that Licensee shall retain all right, title and interest to any modifications or improvements to the Intellectual Property by Licensee, or by any third party acting on Licensee's behalf. All improvements are subject to this Agreement.
26. **Notices and Payments:** Any and all notices and payments required hereunder shall be deemed properly given if duly sent by first class mail and addressed to the parties at the addresses set forth above. The parties hereto will keep each other advised of address changes.
27. **Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the assigns of Licensor, and upon and to the benefit of the successors of the entire business of Licensor, but neither this Agreement nor any of the benefits thereof, nor any rights thereunder shall, directly or indirectly, without the prior written consent of Licensor, be assigned, divided or

shared by the Licensor to or with any other Party or Parties (except a successor of the entire business of the Licensor).

28. **Legal Venue:** This Agreement is executed and delivered in the United States and shall be construed in accordance with the laws of the State of Montana.
29. **Entire Agreement:** This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter thereof and merges all prior discussions between them.
30. **Third Party Representations and Warranties:** No representations or warranties regarding third parties have been made. No representations or warranty is made by Licensor that the Licensed Patent or other rights manufactured, used, sold or leased under the License granted herein is or will be free of claims of infringement of patent rights of any other person or persons. The Licensor warrants that it has title to the Licensed Patent and/or other rights from the inventors.
31. **Independent Contractors:** It is agreed that this Agreement does not make any Party a general or special agent, legal representative, subsidiary, joint venture, partner, employee or servant of any other Party herein for any purpose. Parties to remain as Independent Contractors.
32. **Insurance:** Licensee agrees to obtain Product(s) liability insurance at its own expense for an amount congruent with the industry standards and will be solely responsible for claims, suits, and loss or damage arising out of any alleged defect in the licensed Product(s).
33. **Indemnification:** Parties will jointly and severally indemnify, defend and hold harmless each other against any and all other claims, suits, losses, liabilities, damages, deficiencies, costs and expenses, including without limitation, reasonable attorneys', accountants' and expert witness' fees, costs and expenses of investigation, and the costs and expenses of enforcing this indemnification (hereinafter individually a "Loss" and collectively "Losses") incurred by this Agreement. The indemnification will remain in effect for three (3) years after the termination of this Agreement.
34. **Intellectual Property:** Licensee may, in its sole discretion, authorize the preparation, filing and prosecution of one or more patent applications for the purpose of pursuing patent protection in the territory for the property and Licensed Products. Licensee shall control the action of such patent applications and shall bear all costs associated therewith. In the event that Licensor is a sole or joint inventor for any such patent applications, Licensor agrees to cooperate with Licensee and its representatives in the pursuit of Patent Protection, including the execution of any document requested by Licensee relating to Patent Protection. Any patents granted shall be deemed to be subject to the license granted by this Agreement.
35. **Additional Services:** Any professional services performed by the Licensor, including, engineering service, design consulting, manufacturing support, prototyping or other services not defined in this Agreement or in Schedule A are to be performed outside this Agreement and shall be negotiated, outlined and handled in a separate Agreement.
36. **Identification:** Licensee agrees that Licensee may not use in any way the name of Licensor or any logotypes or symbols associated with Licensor or the names of any researchers, principals or employees without the express written permission of Licensor. Licensor, during the term of this Agreement, shall retain the right to case study the Product, as well as to advertise and to refer to the Product and development process and artwork of the Product.

37. Costs and Expenses: Licensee shall be liable for all their own costs and expenses regarding business costs, legal costs, this Agreement and every facet of the licensing process.
38. If any provision of this Agreement or the application thereof shall be declared or deemed void, invalid or unenforceable, the remaining provisions hereof shall not be affected thereby.
39. Confidentiality: The Parties agree to maintain discussions and proprietary information revealed pursuant to this Agreement in confidence, to disclose them only to persons within their respective organizations having a need to know, and to furnish assurances to the other Party that such persons understand their duty concerning confidentiality.
40. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their heirs, administrators, successors, and assigns.
41. Licensee agrees that the Product(s) will be produced and distributed in accordance with international, federal, state and local laws.
42. Force Majeure: If an act of the government, war conditions, terrorism, national or international calamity, fire, flood or other natural disaster, labor or manufacturing problems prevent the performance by Licensee or Licensors of the provisions of this Agreement, such nonperformance shall not be considered a breach of this Agreement, and such nonperformance will be excused while, but no longer than, the conditions described herein prevail.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The effective date of this Agreement is May 18, 2015.

Licensors Streamline Design L.L.C.
Name: David Yakos
Title: President
Date: 5/18/15

Licensee Sourcing Partner, Inc.
Name: STEVEN J. DiPASQUALE
Title: CEO
Date: 5/18/15

Schedule A

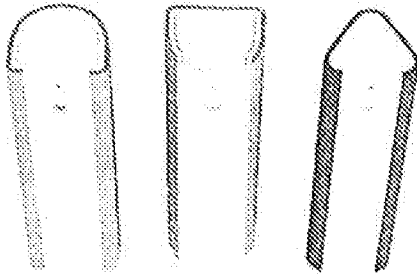
Name of Product(s)

Screen Spray and Wipe All-In-One device

Description of Product(s)

Screen Spray in combination with wipe cloth device is a handheld spray bottle with a spring loaded push button spray nozzle that emits screen cleaning fluid. On the exterior of the container is a fabric such as but not limited to sponge cloth or micro fiber. The fabric wraps around a portion of the bottle allowing the user to wipe the screen clean with the same device that emitted the cleaning fluid. The overall shape of the device may vary in design form. The Product shall include, without limitation, any improvement, modification and line extensions. The product does not include or encompasses other methods of cleaning or dispensing liquid and must include all three of the following; a push button, fluid container, and integrated wipe cloth.

Image of Product Concept



PATENT, TM, COPYRIGHTS (IF APPLICABLE) Design Patent Filed

All present and future rights, patents, trademarks, copyrights and intellectual property pertaining to the Product(s) are granted in concordance of the Agreement from the Licensor and granted to the Licensee. In the event the patent fails to issue after appropriate filing, the Agreement will remain valid and suitable.

1. Territory: Worldwide
2. Minimum Annual Royalty: [REDACTED]
3. Royalty Advance: zero
4. First Stage Royalty Rate (price or % per Unit): 10% for the first [REDACTED] paid royalties.
5. Second Stage Royalty Rates: 5% per unit after the first [REDACTED] paid in royalties.
6. Quarterly Dates: March 31, June 30, September 30, December 31
7. Royalty Payments Schedule: Within 30 days of March 31, June 30, September 30, December 31
8. Milestones: Product must publically launch the Product(s) within 12 months of signing the agreement. Public launch may include but is not limited to online presales or the debut of the


Product(s) at tradeshow in the field. The Licensee agrees to have (or have ordered) initial inventory within 12 months of signing the agreement.

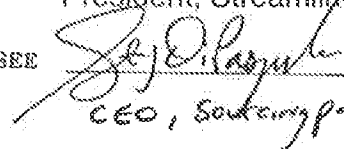
9. **Quality Samples and Merchandise:** Licensee further agrees to submit to Licensor 36 initial samples of said Product(s) per SKU.

10. Licensor maintains the right to purchase additional Product(s) at manufacturing cost for personal use and not for resale.

ACKNOWLEDGEMENT:

This Product(s) description and terms herein have been acknowledged by each party as indicated by the signatures of the persons executing the foregoing Agreement:

LICENSOR  DATE 5/18/15
President, Streamline Design L.L.C.

LICENSEE  DATE 5/18/15
CEO, Sourcing Partner, Inc.