

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3857912

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SUBCONTRACTOR AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JESSICA BACON	01/13/2013
RECEIVING PARTY DATA		
Name:	3N2, LLC	
Street Address:	111 ATLANTIC ANNEX	
City:	MAITLAND	
State/Country:	FLORIDA	
Postal Code:	32751	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	29528102	
CORRESPONDENCE DATA		
Fax Number:	(407)841-2343	
<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:	(407)841-2330	
Email:	skemraj@addmg.com	
Correspondent Name:	JUSTIN R. SAUER	
Address Line 1:	255 SOUTH ORANGE AVENUE	
Address Line 2:	SUITE 1401	
Address Line 4:	ORLANDO, FLORIDA 32801	
NAME OF SUBMITTER:	JUSTIN R. SAUER	
SIGNATURE:	/JUSTIN R. SAUER/	
DATE SIGNED:	05/04/2016	
Total Attachments: 8		
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SUBCONTRACTOR AGREEMENT

THIS SUBCONTRACTOR AGREEMENT ("Agreement") is made between 3N2, LLC ("3N2") and Jessica Bacon, ("You"). 3N2 and You agree as follows:

1. Services

1.1. You will provide services ("Services") to 3N2, as specified in written project assignment ("PA") entered into between You and 3N2 ("PAs"), pursuant to this Agreement. Time is of the essence when providing the Services, and You will devote your best efforts to performing the Services. You will be available for consultation with 3N2 by such means, and at such times and places, as 3N2 may reasonably select.

1.2. The results of the Services and all materials created by You pursuant to this Agreement (collectively, "Work Product") will constitute "work for hire" (as such term is defined under U.S. copyright law) that will be owned by 3N2. To the extent any Work Product does not qualify as a "work for hire", You hereby irrevocably assign to 3N2 all right, title, and interest in and to all such Work Product, including moral rights, to the exclusion of You and all third parties. You will execute any documents and provide any assistance requested by 3N2, at 3N2's reasonable expense, to create, perfect, register and enforce 3N2's rights in the Work Product.

1.3. 3N2 is retaining You to provide the Services; you may not assign or delegate this Agreement, or performance of the Services, to any third person.

2. Compensation

2.1. You will be paid a project based fee of \$1000. Fifty percent of the fee will be paid upon receipt of this signed contract and invoice for the project. The remainder of the fee will be paid upon completion of the project assignment pursuant to this Agreement. You shall invoice 3N2 for the first half of the fee and submit the invoice with the signed contract. You shall invoice 3N2 for the remainder of the fee upon completion of the project assignment. These invoices must be submitted via email to stephdang@gmail.com.

2.2. 3N2 will pay properly invoiced amounts within thirty days after receiving the invoice. 3N2 will have no obligation to accept or pay amounts pursuant to any invoice that is received more than sixty days after the invoiced Services were rendered. To the extent that 3N2 disputes an amount invoiced, or the Services or Work Product giving rise to the invoice, 3N2 will pay the undisputed portion of the invoice as provided in this section, but may withhold the disputed amount until the dispute is resolved. Payment of invoiced amounts will not constitute a waiver by 3N2 of any claim it may have related to the Services or invoice, and in no case will constitute an accord or satisfaction by 3N2.

2.3 Expenses are reimbursable only (i) if approved in writing by 3N2, and (ii) for the actual amount of the expense (i.e., no mark-up of the expense is permitted). You must substantiate all invoices by submitting with each invoice written approvals of expenses, and accurate copies of original receipts for the approved expenses.

2.4 Section 2.1 sets forth your full and complete compensation for the Services and Work

Product. You will maintain records relating to your performance and billings under this Agreement and provide 3N2 access to such records upon request.

3. Independent Contractor Relationship.

You represent and warrant to 3N2 that You are an independent business, and that You provide to third parties services similar to the Services. By this Agreement, You and 3N2 intend to create an independent contractor relationship. While You will perform the Services in accordance with and to 3N2's standards and specifications, You retain sole and exclusive control over the method and manner in which the Services are performed. 3N2 will not be responsible for payment of workers' compensation, disability benefits or unemployment insurance, nor will 3N2 be responsible for withholding or paying employment related taxes or disability insurance contributions for You; You acknowledge that the foregoing are your responsibility. You will pay and report all federal and state income tax withholding, social security taxes, and unemployment insurance applicable to the Services. 3N2 will bear no responsibility for any of your health or disability insurance, or retirement benefits. You further understand that You have no right or power, express or implied, to do any act or thing which would bind 3N2. You will accurately complete and deliver to 3N2 an IRS Form W-9. If your status as an independent contractor should be re-characterized, You will solely bear any and all expenses, increased taxes, penalties, and interest that 3N2 and You may incur in connection with any such re-characterization. You hereby hold harmless, release, indemnify and defend 3N2 from any liability incurred or threatened, including interest and penalties, and the costs of defending administratively or judicially, and, if necessary, of settling any proceedings to recharacterize your status or to collect any amounts, including interest and penalties, alleged to be due from 3N2.

4. Term, Termination, and Non-Competition

4.1. The term of this Agreement is twelve (12) consecutive months, commencing on the date of the first PA entered into under this Agreement.

4.2. 3N2 may terminate this Agreement or any PA upon the earlier of: (a) upon five business days written notice, with or without cause; or (b) immediately upon your breach of this Agreement.

4.3. During the term of this Agreement, and for twelve months (12) consecutive months thereafter, You may not directly or indirectly (a) solicit the employment of, employ or contract with any 3N2 personnel (employees or contractors), or (b) solicit work from, or provide services or deliverables to any suppliers with which You had contact as a result of providing Services pursuant to this Agreement.

4.4. Upon termination of this Agreement for any reason, You will promptly: (a) deliver to 3N2 all Work Product and any work in process; (b) return to 3N2 all 3N2 and manufacturer materials provided to You, including any and all supplier lists; and (c) all 3N2 and Supplier Confidential Information (as that term is defined in the NDA, referenced below).

5. Warranties

You represent and warrant that: (a) You possess the training, skills and expertise necessary to perform the Services; (b) that You will perform the Services in a competent and professional manner, and in accordance with the highest industry standards; (c) the Work Product will be free of any defects, disabling mechanisms, or undisclosed means of access; (d) the Services and Work Product will comply with all applicable laws, regulations, codes and standards of government agencies or authorities having jurisdiction; (e) the Services and Work Product will conform to all specifications; (f) the Services and Work Product will not violate or infringe upon any copyright, patent, trade secret, trademark, trade dress, service mark or other property, contractual, employment or confidentiality right of a third party; (g) You will not use any third party software or other third party work (including any software or work subject to an open source license (including the GNU Public License) or any "copyleft" restrictions); (h) the Work Product will be provided free from all liens and encumbrances; (i) there are no actions, suits, or proceedings, pending or threatened, that will have an adverse impact on your ability to fulfill your obligations under this Agreement; and (j) You will not engage in any act that could harm the good reputation or image of 3N2.

6. Indemnification and Insurance

You will indemnify, pay the defense costs of, and hold harmless 3N2 and each of their respective successors, officers, directors and employees from any and all actions, causes of action, claims, demands, costs, losses, liabilities, expenses and damages (including reasonable attorneys' fees) arising out of or in connection with the Services, your acts or omissions, or breach of your representations and warranties. You will maintain the types and amounts of insurance coverage set forth in the applicable PA so long as you are providing the Services pursuant to such PA and for a period twelve months immediately following.

7. Confidential Information

The Standard Unilateral Non-Disclosure Agreement, attached hereto as Exhibit A (the "NDA"), is hereby agreed to by the parties incorporated into this Agreement by this reference, as if completely set forth herein.

8. Injunctive Relief

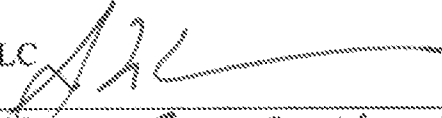
You acknowledge that a breach of Sections 1.2, 6 or 7 of this Agreement is likely to cause 3N2 irreparable harm for which monetary damages may be difficult to ascertain or an inadequate remedy; therefore 3N2 will have the right, in addition to its other rights and remedies, to injunctive relief for any violation of such sections of this Agreement, without posting bond, or by posting bond at the lowest amount required by law.

9. Miscellaneous

This is a contract for your personal Services, and as a result You may not assign this Agreement (directly, indirectly, or by operation of law as the result of a merger, sale of equity interest or otherwise) to any third party, and any attempt to do so will be void. Each PA entered into pursuant to this Agreement is incorporated into, and made part of, this Agreement by this reference. This Agreement constitutes the entire understanding

between 3N2 and You regarding the subject matter herein, and supersedes all prior agreements (except the NDA), arrangements, representations and communications (whether oral or written) regarding the subject matter of this Agreement. There are no intended third party beneficiaries of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and taken together will be deemed one and the same instrument. A facsimile or email copy of this Agreement may be accepted as an original, and facsimile or email copies of the parties' signatures may be treated as an original and admissible evidence of this Agreement. Any notice or other communication hereunder will be in writing and will be effective upon personal delivery, facsimile, email, or five (5) days following deposit into the United States mail (certified mail, return receipt requested), addressed to such party at the address set forth in this Agreement. This agreement can only be modified by the mutual written consent of each party. If any term or provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or otherwise unenforceable, such term or provision will not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and the agreements of the parties. This Agreement will be governed by internal laws of the State of Florida, without reference to its choice of law rules. You hereby irrevocably consent to the exclusive jurisdiction and venue of the State and Federal courts located in Orange County, Florida, for all disputes arising out of or relating to the subject matter hereof. If any court action is commenced by one party against the other, the substantially prevailing party is entitled to recover its out-of-pocket and court costs and reasonable attorney fees. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

3N2, LLC
By:  (Signature)
Printed Name: Sean T. Murphy CEO
Date: 1/17/13
Address:

3N2, LLC
Sean Murphy
111 Atlantic Annex Point, Suite 1
Maitland, FL 32751
Phone: 407-862-3622
Fax: 877-362-1440
Email: sean@3n2sports.com

Jessica Bagon, Contractor
By:  (Signature)

Printed Name:

Jessica Bacon

Date:

1.13.13

Address:

289 Sherman Ave #3

Jessica Bacon

address

city, state, zip

Jersey City NJ 07307

Phone:

717.576.4568

Email:

JessicaLBacon71@gmail.com

Exhibit A – Standard Unilateral Non-disclosure Agreement

This Nondisclosure Agreement ("NDA") is dated as of 07/12/2010, between 3N2 LLC (3N2), having its principal place of business at 111 Atlantic Annex Point #1 ("3N2") and Peta Murphy, at the mailing address shown below ("You" or "Yours").

RECITALS

In connection with the evaluation or pursuit of certain mutually beneficial business opportunities, 3N2 may disclose to You, or You may gain access to, valuable proprietary information of 3N2 or its clients ("Clients"). 3N2 and You would like to protect the confidentiality of, maintain 3N2's and Clients' rights in, and prevent the unauthorized use and disclosure of, such information.

3N2 and You hereby agree:

1. Confidential Information. As used in this NDA, "Confidential Information" or "CI" means all information of 3N2 or any Client that is not generally known to the public, whether of a technical, business or other nature (including, without limitation, trade secrets, know-how and information relating to the technology, customers, business plans, promotional and marketing activities, finances and other business affairs of such party), that is (a) disclosed by 3N2 to You, (b) learned by You in the course of discussions or business dealings with 3N2 or a Client, or (c) learned by Your physical or electronic access to the facilities of 3N2 or a Client. CI also includes all information concerning the existence and progress of the parties' dealings, and the identity of 3N2's vendors, strategic partners, Clients, and business opportunities, regardless of whether any such information is marked or otherwise identified in writing as confidential. All CI is provided to You "AS IS" and without any warranties.

2. Use and Ownership of Confidential Information. Except as expressly provided in this NDA, You will not: (a) disclose CI to any third party without 3N2's prior written consent; or (b) use, or permit others to use, CI for any purpose other than the parties' negotiation, consummation or fulfillment of a business transaction for which it was provided. You will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of CI, including, at a minimum, those measures You take to protect its own confidential information of a similar nature. All CI will remain the exclusive property of 3N2 and its Clients (as applicable), and You will have no rights, by license or otherwise, to use the CI except as expressly provided herein.

3. Exceptions. The provisions of Section 2 will not apply to any CI that (a) is or

becomes publicly available without breach of this NDA; (b) can be shown by documentation to have been known to You prior to Your gaining access to such CI pursuant to Your relationship with 3N2; (c) is rightfully received by You from a third party who, unless You know the third party acquired or disclosed the CI by a wrongful or tortious act; or (d) can be shown by documentation to have been developed by You without reference to any CI. Nothing in this NDA will prohibit You from developing or having developed for You, products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques contemplated by or embodied in the CI, provided that You do not violate any of Your obligations under this NDA in connection with such development.

4. Disclosures to Governmental Entities. If You become legally obligated to disclose CI by any governmental entity, You will give 3N2 prompt written notice, including identification of the subject CI and a copy of the order, to the extent permitted. You will disclose CI only to the extent legally required, and reasonably assist 3N2 and any Client (at 3N2's reasonable expense) in obtaining confidential treatment for any disclosed CI.

5. Your Personnel. You will restrict possession, knowledge, development and use of CI to Your employees, agents, contractors, consultants, and entities controlled by or controlling You (a) with a need to know the CI, and (b) that have entered into written nondisclosure agreements obligating them to protect the CI to the same or greater degree as required under this NDA. You will be responsible for, and promptly notify 3N2 of, any breach of this NDA, or other confidentiality obligations related to the CI, by any third party to which You have disclosed CI.

6. Return of Confidential Information. Upon 3N2's written request, You will promptly return or destroy (or, in the case of electronic embodiments, permanently erase) all tangible material embodying CI in Your possession or under Your control.

7. Injunctive Relief. You acknowledge that disclosure or use of CI in violation of this NDA could cause irreparable harm to 3N2 (and potentially Clients) for which monetary damages may be difficult to ascertain or an inadequate remedy. 3N2 will have the right, in addition to its other rights and remedies, to injunctive relief for any violation of this NDA, without posting bond, or by posting bond at the lowest amount required by law.

8. Term. This NDA is intended to cover CI disclosed or received by You prior or subsequent to the date of this NDA.

9. Governing Law; Attorney Fees. This NDA will be governed by internal laws of the State of Florida, without reference to its choice of law rules, and each party consents to the exclusive jurisdiction and venue of the State and Federal courts located in Orange County, Florida, for all disputes arising out of or relating to the subject matter hereof. If any court action is commenced by one party against the other, the substantially prevailing party is entitled to recover its out-of-pocket and court costs and reasonable attorney fees. The cost of in-house legal staff will be valued at market rates for comparable services from private practitioners.

10. Miscellaneous. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law. Any failure by 3N2 to enforce Your strict performance of any provision of this NDA will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this NDA. This NDA may be executed in counterpart copies, and, in the absence of an original signature, faxed signatures will be considered the equivalent of an original signature. If a provision of this NDA is held invalid under any applicable law, such invalidity will not affect any other provision of this NDA that can be given effect without the invalid provision. Further, all terms and conditions of this NDA will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

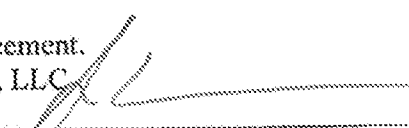
11. Entire Agreement; Amendment. This NDA constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior oral and written understandings with respect to any information disclosed or received under this NDA. This NDA may be amended or modified only with the mutual written consent of the parties.

The parties have executed this NDA on the date first written above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and represent that the persons whose signatures appear below are duly authorized to execute this

Agreement.

3N2, LLC

By:  (Signature)

Printed Name: Sean Murphy CEO

Date: 1/17/13

Address:

3N2, LLC

Sean Murphy

111 Atlantic Annex Point, Suite 1

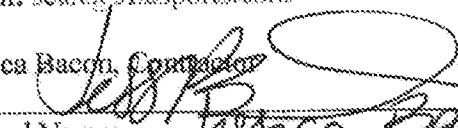
Maitland, FL 32751

Phone: 407-862-3622

Fax: 877-362-1440

Email: sean@3n2sports.com

Jessica Bacon, Contactor

By:  (Signature)

Printed Name: Jessica Bacon

Date: 1.13.13

Address:

Jessica Bacon

address 289 Sherman Ave. #3.

city, state, zip Jersey City NJ 07307

Phone: 717.576.4568
Email: Jessica.L.Bacon71@gmail.com

EXHIBIT "B"

PROJECT ASSIGNMENT

Dated: January 14, 2013

This Project Assignment is an exhibit to that certain Subcontractor Agreement dated as of 01/14/2013 by and between 3N2, LLC and Jessica Bacon.

Description of Services: Apparel Design

Deliverables: Start-to-finish design and development of an athletic pant for women, including but not limited to: design options (sketches- front/back), specifications for mill, tech pack documentation, and sample corrections.

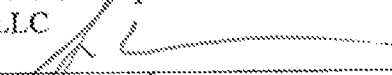
You shall invoice 3N2 for the work pursuant to this Agreement within five business days after the week in which the Services were rendered beginning January 14, 2013, and at the conclusion of this Agreement. All submitted invoices must include an invoice number and project name reference. This invoice must be submitted via email to stephdang@gmail.com.

Term/Completion Dates: From January 14, 2013 to April 14, 2013, unless terminated earlier under the Agreement.

Fees for Billable Services: \$1000 for project assignment as outlined in this Agreement.

Agreed and Accepted:

3N2, LLC

By:  (Signature)

Printed Name: Sean T. Murphy CEO

Date: 1/18/13

Address:

3N2, LLC

Sean Murphy

111 Atlantic Annex Point, Suite 1


Maitland, FL 32751

Phone: 407-862-3622

Fax: 877-362-1440

Email: sean@3n2sports.com

Jessica Bacon, Contractor

By:  (Signature)

Printed Name: Jessica Bacon

Date: 1.13.13

Address:

Jessica Bacon

address

city, state, zip

289 Sherman Ave. #3
Jersey City NJ 07307

P: 717.576.4568

E: Jessica.L.Bacon71@gmail.com

PATENT