

PATENT ASSIGNMENT COVER SHEET

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| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNMENT |
| CONVEYING PARTY DATA | |
| Name | Execution Date |
| BRIAN G MORIN | 10/06/2016 |
| RECEIVING PARTY DATA | |
| Name: | DREAMWEAVER INTERNATIONAL, INC. |
| Street Address: | 2 PARKWAY COMMONS WAY |
| City: | GREER |
| State/Country: | SOUTH CAROLINA |
| Postal Code: | 29650 |
| PROPERTY NUMBERS Total: 12 | |
| Property Type | Number |
| Application Number: | 13112809 |
| Application Number: | 13682660 |
| Application Number: | 13682644 |
| Application Number: | 13676976 |
| Application Number: | 13839740 |
| Application Number: | 14088341 |
| Application Number: | 14088342 |
| Application Number: | 14992993 |
| Application Number: | 14993003 |
| Application Number: | 15054120 |
| Application Number: | 15054123 |
| Patent Number: | 8936878 |
| CORRESPONDENCE DATA | |
| Fax Number: | |
| <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: | 901-412-2755 |
| Email: | billparks@huntparks.com |
| Correspondent Name: | WILLIAM S. PARKS |
| Address Line 1: | 172 W VIKING DR |
| Address Line 4: | CORDOVA, TENNESSEE 38018 |

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|--|--------------------|
| NAME OF SUBMITTER: | WILLIAM S. PARKS |
| SIGNATURE: | /William S. Parks/ |
| DATE SIGNED: | 10/06/2016 |
| Total Attachments: 19 source=Employment Agreement- Brian Morin Final signed copy#page1.tif source=Employment Agreement- Brian Morin Final signed copy#page2.tif source=Employment Agreement- Brian Morin Final signed copy#page3.tif source=Employment Agreement- Brian Morin Final signed copy#page4.tif source=Employment Agreement- Brian Morin Final signed copy#page5.tif source=Employment Agreement- Brian Morin Final signed copy#page6.tif source=Employment Agreement- Brian Morin Final signed copy#page7.tif source=Employment Agreement- Brian Morin Final signed copy#page8.tif source=Employment Agreement- Brian Morin Final signed copy#page9.tif source=Employment Agreement- Brian Morin Final signed copy#page10.tif source=Employment Agreement- Brian Morin Final signed copy#page11.tif source=Employment Agreement- Brian Morin Final signed copy#page12.tif source=Employment Agreement- Brian Morin Final signed copy#page13.tif source=Employment Agreement- Brian Morin Final signed copy#page14.tif source=Employment Agreement- Brian Morin Final signed copy#page15.tif source=Employment Agreement- Brian Morin Final signed copy#page16.tif source=Employment Agreement- Brian Morin Final signed copy#page17.tif source=Employment Agreement- Brian Morin Final signed copy#page18.tif source=Employment Agreement- Brian Morin Final signed copy#page19.tif | |

EMPLOYMENT AGREEMENT

This EMPLOYMENT AGREEMENT ("Agreement") is dated as of December 1, 2012, by and between DREAMWEAVER INTERNATIONAL, INC., a Delaware corporation (the "Company"), and Brian G. Morin ("Executive").

WITNESSETH:

WHEREAS, the Company is engaged in the business of designing, manufacturing and selling separators for energy storage; and

WHEREAS, the Company desires to employ Executive and to enter into an agreement embodying the terms of such employment, and Executive desires to accept such employment and enter into such agreement;

NOW, THEREFORE, in consideration of the premises, the mutual covenants of the parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Executive, intending to be legally bound, hereby agree as follows:

1. Employment.

a. Agreement to Employ. Upon the terms and subject to the conditions of this Agreement, the Company hereby employs Executive, and Executive hereby accepts employment by the Company, as its President and Chief Operating Officer.

b. Employment Period. The initial term (the "Initial Term") of Executive's employment shall be for a period of three years commencing on the date hereof (the "Commencement Date") and continuing until the third (3rd) anniversary of the Commencement Date (the "Expiration Date"). Unless this Agreement shall have been earlier terminated in accordance with the terms of Section 4, the term of this Agreement shall be extended automatically for successive one (1) year terms commencing on the Expiration Date unless either party elects to terminate this Agreement by providing written notice to the other party at least 60 days prior to the expiration of the Initial Term or any renewal term of this Agreement. As used herein, the term "Employment Period" shall mean the Initial Term plus any renewal terms.

c. Position and Duties. Executive shall serve as the President and Chief Operating Officer of the Company and any of its direct and indirect subsidiaries (collectively, the "DreamWeaver Companies"), reporting directly to the Board of Directors of the Company, and shall have the authority, responsibility and duties set forth on Schedule I. During the Employment Period, Executive shall devote substantially all of his professional and business-related time and best efforts to the services required of him hereunder, except for reasonable periods of absence due to vacation, sickness, personal injury or other disability. Nothing contained herein shall preclude Executive from (i) serving as a consultant for or on the board of

directors (or comparable governing body) of any business corporation or other entity involving no conflict of interest with the interests of the Company, (ii) serving on the board of directors (or comparable governing body) of, or working for, any charitable or community organization, (iii) pursuing his personal financial and legal affairs or (iv) serving on the board of directors (or comparable governing body) of any DreamWeaver Company, so long as such activities referred to in clauses (i) through (iii), individually or collectively, do not interfere in any material respect with the performance of Executive's duties hereunder.

d. Representation of Executive. Executive represents that he is under no contractual or other restriction that prohibits his execution of this Agreement, the performance by him of his duties, activities or responsibilities hereunder or other rights of the Company under this Agreement.

2. Compensation.

a. Base Salary. The Company shall pay Executive an annual base salary of \$162,000 during the Company's fiscal year 2013 and, if he achieves the designated criteria listed in Schedule II, \$174,000 during the Company's fiscal year 2014 and thereafter unless increased by the Company's Board of Directors (or its Compensation Committee, as appropriate). Prior to the start of each fiscal year of the Company, the Company's Board of Directors (or its Compensation Committee, as appropriate) shall review Executive's base salary in light of the performance of Executive and the DreamWeaver Companies, and may, in its discretion, increase (but not decrease) such base salary by an amount it determines to be appropriate. Executive's annual base salary payable hereunder, as it may be increased from time to time, is referred to herein as "Base Salary". The Company shall pay Executive his Base Salary at the time and in the installments consistent with the Company's existing payroll practices, which shall be not less frequently than once per month.

b. Annual Bonus. During the Employment Period, Executive shall be eligible to receive an annual bonus (the "Annual Bonus") if Executive meets or exceeds certain reasonable performance criteria to be determined by the Company's Board of Directors (or its Compensation Committee, as appropriate) prior to the start of each fiscal year after consultation with Executive. In connection with the determination of such performance criteria, the Company's Board of Directors (or its Compensation Committee, as appropriate) shall establish a reasonable target bonus payable to Executive as a percentage of his then current annual Base Salary or such other criteria as Executive and the Company may agree (the "Target Bonus"). Reasonable performance criteria and bonus structure for fiscal years 2013 and 2014 are listed in Schedule II. Any bonuses payable under this Section 2(b) shall be paid to Executive at the same time as bonuses are paid to other executive officers of the DreamWeaver Companies, but in no event later than 90 days after the close of the Company's fiscal year for which the bonus is payable. Subject to Section 4, Executive shall only be entitled to any bonus payable hereunder in the event he continues to be employed by any of the DreamWeaver Companies on the last day of the Company's fiscal year for which the bonus is payable.

3. Benefits, Perquisites, Expenses, Etc.

a. Benefit Plans. In connection with the hiring by the Company of full-time employees in addition to Executive, the Company may establish and maintain customary welfare benefit plans, including, without limitation, group life, hospitalization, medical, dental, health, accident and disability insurance or similar plans or programs, as well as a 401(k) or similar plan or program. Upon the establishment of such plans or programs, Executive and his family shall be eligible to participate in and be covered by, as applicable, such plans and programs, with the premiums related thereto to be paid by the Company. At a minimum, Company shall reimburse Executive up to \$750/month for insurance and other plans purchased individually by Executive until the establishment of such plans.

b. Perquisites. Executive shall be entitled to receive such perquisites as are generally provided to senior officers of the DreamWeaver Companies in accordance with the policies and practices therefor from time to time in effect. Without limiting the foregoing, Executive shall be entitled to the following: (i) paid vacation in accordance with the DreamWeaver Companies' policies and practices, which vacation shall in no event be less than four (4) weeks annually, and (ii) payment by the Company of up to \$1,500.00 in annual premiums for \$1,000,000 term life insurance for beneficiaries to be designated by Executive. Company may also purchase Key Man life insurance for the Executive in an amount not more than this amount, for benefit of the Company.

c. Business Expenses. The Company shall pay or reimburse Executive for all reasonable expenses incurred or paid by Executive in the performance of Executive's duties hereunder, upon presentation of expense statements or vouchers and such other information as the Company may reasonably require.

d. Indemnification. The Company and each of the other DreamWeaver Companies shall, to the maximum extent permitted by applicable law and the Company's governing documents, indemnify Executive and hold Executive harmless from and against any claim, loss or cause of action arising from or out of Executive's performance as an officer, director, manager or employee of the any of the DreamWeaver Companies or in any other capacity, including serving as a fiduciary, in which Executive serves at the request of the Company's Board of Directors. The indemnification obligations of the DreamWeaver Companies in this paragraph shall survive any termination of this Agreement.

e. Directors and Officers Liability Insurance. The Company shall maintain directors and officers liability insurance coverage covering Executive in amounts not less than that obtained to cover the Company's Board of Directors.

4. Termination of Employment: Severance Benefits.

a. Termination of the Employment Period. This Agreement may be terminated in any of the following manners (with the date of effectiveness of any such termination being referred to herein as the "Termination Date");

(i) Executive may voluntarily terminate this Agreement and his employment at any time at the sole discretion of Executive upon 60 days' prior written notice to the Company (a "Voluntary Termination") or Executive may elect not to renew this Agreement and his employment pursuant to the terms of Section 1(b) (and in such case the Termination Date shall be the last day of the Initial Term or the then current renewal term, as the case may be); and in either such case Executive shall be entitled to receive the amounts and benefits set forth in Section 4(b).

(ii) The Company may elect not to renew this Agreement pursuant to the terms of Section 1(b), which shall be deemed a termination of Executive's employment (and in such case the Termination Date shall be the last day of the Initial Term or the then current renewal term, as the case may be); and in such case Executive (or, in the event of his death, his surviving spouse, if any, or his estate) and, in the case of clause (D), his family shall be entitled to receive the following:

- (A) the amounts and benefits set forth in Section 4(b);
- (B) in twelve equal monthly installments commencing on the first day of the calendar month following the Termination Date, an aggregate amount equal to the Base Salary in effect as of the Termination Date;
- (C) on the date scheduled for the payment of the first installment referred to in clause (B), a lump sum payment in an amount equal to the Target Bonus for the Company's fiscal year in which the Termination Date occurs, pro rated from the first day of such fiscal year through the Termination Date; and
- (D) subject to Section 4(f), for a period of 12 months following the Termination Date, the Company shall continue to provide to Executive and his family the benefits afforded pursuant to Section 3(a).

(iii) The Company may, immediately upon written notice to Executive, terminate this Agreement and Executive's employment for Cause (as hereinafter defined); and in such case Executive shall be entitled to receive the amounts and benefits set forth in Section 4(b).

(iv) The Company may, upon written notice to Executive, terminate this Agreement and Executive's employment without Cause ("Without Cause"), and in such case, Executive (or, in the event of his death, his surviving spouse, if any, or his estate) and, in the case of clause (D), his family shall be entitled to receive the following:

- (A) the amounts and benefits set forth in Section 4(b);
- (B) in eighteen (18) equal monthly installments commencing on the first day of the calendar month following the Termination Date, an aggregate amount equal to 1.5 times the Base Salary in effect as of the Termination Date (for purposes of illustration, if Executive's Base Salary in effect as of the Termination Date is \$120,000 annually, Executive would be entitled to an aggregate of \$180,000 payable in 18 monthly installments of \$10,000);

(C) on the date scheduled for the payment of the first installment referred to in clause (B), a lump sum payment in an amount equal to the Target Bonus for the year in which the Termination Date occurs; and

(D) subject to Section 4(f), for a period of 18 months following the Termination Date, the Company shall continue to provide to Executive and his family the benefits afforded pursuant to Section 3(a).

(v) Executive may, subject to the provisions of Section 4(e), upon written notice to the Company, terminate this Agreement and his employment for "Good Reason" (as hereinafter defined), it being agreed that any such termination, although effected by Executive, shall not constitute a Voluntary Termination; and in any such case Executive (or, in the event of his death, his surviving spouse, if any, or his estate) and, in the case of clause (D), his family shall be entitled to receive the following:

(A) the amounts and benefits set forth in Section 4(b);

(B) in eighteen (18) equal monthly installments commencing on the first day of the calendar month following the Termination Date, an aggregate amount equal to 1.5 times the Base Salary in effect as of the Termination Date (for purposes of illustration, if Executive's Base Salary in effect as of the Termination Date is \$120,000 annually, Executive would be entitled to an aggregate of \$180,000 payable in 18 monthly installments of \$10,000);

(C) on the date scheduled for the payment of the first installment referred to in clause (B), a lump sum payment in an amount equal to the Target Bonus for the year in which the Termination Date occurs; and

(D) subject to Section 4(f), for a period of 18 months following the Termination Date, the Company shall continue to provide to Executive and his family the benefits afforded pursuant to Section 3(a).

(vi) This Agreement shall terminate automatically upon Executive's death; and in such case his surviving spouse, if any, or his estate, and, in the case of clause (B), his family shall be entitled to receive the following:

(A) the amounts and benefits set forth in Section 4(b); and

(B) subject to Section 4(f), for a period of 12 months following the Termination Date, the Company shall continue to provide to Executive's family the benefits afforded pursuant to Section 3(a).

(vii) The Company may, upon written notice to Executive, terminate this Agreement and Executive's employment upon a determination of Executive's Disability (as hereinafter defined); and in such case Executive (or, in the event of his death, his surviving spouse, if any, or his estate) and, in the case of clause (C), his family shall be entitled to receive the following:

(A) the amounts and benefits set forth in Section 4(b);

(B) Executive's Base Salary then in effect through the remainder of the calendar month during which the Termination Date occurs and for the period until long-term disability insurance benefits commence under any long-term disability insurance coverage

furnished by the Company to Executive, but in no event shall the Company be required to pay Base Salary longer than one year from the Termination Date; and

(C) subject to Section 4(f), for a period of 12 months following the Termination Date, the Company shall continue to provide to Executive and his family the benefits afforded pursuant to Section 3(a).

For purposes of the payment of any Target Bonus described in this Section 4(a), if Executive's Target Bonus is measured by criteria which cannot be determined at the time payment of the Target Bonus is due, it will be assumed that the goals or objectives for such criteria were met. For purposes of illustration, if a Target Bonus is based upon the achievement of certain sales by the Company during the calendar year, the Company will be deemed to have achieved such sales.

b. Certain Amounts and Benefits Payable Upon All Terminations. In the event of a termination of this Agreement pursuant to any manner described in Section 4(a) and in addition to any other amounts or benefits to which Executive (or his family) may be entitled under this Agreement, promptly (but in no event later than 30 days) after the Termination Date the Company shall make a lump-sum payment to Executive (or, in the event of his death, his surviving spouse, if any, or his estate) on account of:

(i) any Base Salary or bonus earned, but unpaid, for services rendered by Executive on or prior to the Termination Date;

(ii) any business expenses owing, under this Agreement, but unpaid, to Executive as of the Termination Date; and

(iii) amounts that are vested or that Executive is otherwise entitled to receive under the terms of or in accordance with any plan, policy, practice or program of, or any contract or agreement with, any DreamWeaver Company, at or subsequent to the Termination Date.

c. Severance Compensation. It is expressly acknowledged by the Company that the amounts and benefits afforded to Executive pursuant to this Section 4 shall not be treated as damages but as severance compensation and benefits to which Executive is entitled by reason of termination of his employment for the reasons set forth above. Accordingly, Executive shall not be required to mitigate the amount of any payment or benefits provided for in this Section 4 by seeking employment or otherwise, nor shall the Company be entitled to set off against the amounts and benefits payable to Executive hereunder against any amounts or benefits earned by Executive in other employment after the Termination Date or any amounts or benefits that might have been earned by Executive in other employment had he sought such other employment; provided, however, that Executive's coverage under the Company's welfare benefit plans and programs will terminate when Executive becomes covered under any employee benefit plan made available by another employer and covering the same type of benefits. Executive shall notify the Company within thirty (30) days after the commencement of any such benefits.

d. Definition of "Cause"; Procedures to be Followed. For purposes of this Agreement, the term "Cause" means only a determination by the Company's Board of Directors of one of the following:

(i) Executive's conviction of, or the entering of a guilty plea or plea of no contest with respect to, a felony;

(ii) the willful and continued failure by Executive to substantially perform his duties hereunder (other than any such failure resulting from Executive's incapacity due to Disability), after demand for substantial performance is delivered by the Company's Board of Directors to Executive that specifically identifies the manner in which the Company's Board of Directors believes Executive has not substantially performed his duties (it being agreed that the Company's failure to achieve any particular financial results shall not, by itself, constitute a failure of Executive's duties);

(iii) fraud, misappropriation, embezzlement or intentional breach of fiduciary duty by Executive with respect to the Company; or

(iv) the material breach of Executive's obligations under any agreement between the Executive and any of the DreamWeaver Companies which remains unremedied for thirty (30) days after written notice of such breach from the Company.

Prior to any termination of Executive for Cause, the Company shall give Executive written notice of its intention to terminate this Agreement for Cause, setting forth in reasonable detail the specific conduct of Executive that the Company's Board of Directors considers to constitute Cause, the specific provision(s) of this Agreement on which it relies, and the date, time and place of a special meeting of the Company's Board of Directors to be held, not less than 10 nor more than 20 business days after Executive's receipt of such notice, specifically for the purpose of considering Executive's termination for Cause. At such meeting, Executive shall be given the opportunity, together with counsel if he so desires, to be heard at such meeting prior to the Board's decision.

Notwithstanding the foregoing, the Executive may not avoid an instance of Cause by exercising cure rights more than twice in any twelve month period.

e. Definition of "Good Reason". For purposes of this Agreement, the term "Good Reason" means any of the following:

(i) without Executive's written consent, Executive is demoted, removed or not re-elected to his position as President and Chief Operating Officer of the Company, which demotion, removal or failure to re-elect is not rescinded within 30 business days after the date of receipt by the Company's Board of Directors from Executive of his written notice referring to this provision and describing such demotion, removal or failure to re-elect;

(ii) without Executive's written consent, there is a diminution of Executive's responsibilities, duties or status, which diminution is not rescinded within 30 business days after the date of receipt by the Company's Board of Directors from Executive of his written notice referring to this provision and describing such diminishment;

(iii) without Executive's written consent, the Company fails to pay or provide when due, or there is a reduction in, Executive's Base Salary or Annual Bonus, which failure to pay or provide, or reduction, is not corrected within 30 business days after the receipt by the Company's Board of Directors from Executive of his written notice referring to this provision and describing such failure or reduction;

(iv) the Company relocates its principal offices without Executive's written consent to a location more than seventy-five (75) miles from the Company's principal offices in Greenville, South Carolina;

(v) any purported termination by the Company of Executive for Cause for any reason other than as set forth in Section 4(d); or

(vi) the material breach of the Company's obligations under this Agreement not otherwise specified above, which remains unremedied for thirty (30) days after written notice of such breach from Executive.

Notwithstanding the foregoing, (i) if any of the foregoing actions are caused in any part by Executive's intentional or willful actions on behalf of the Company then such action shall not be considered Good Reason hereunder and (ii) the Company may not avoid an instance of Good Reason by exercising cure rights more than twice in any twelve month period.

f. Post-termination Limitations on Benefits. The Company shall use commercially reasonable efforts to maintain in full force and effect for the continued benefit of Executive all welfare benefit plans and perquisite programs in which Executive was entitled to participate immediately prior to Executive's termination or shall arrange to make available benefits substantially similar to those which Executive would otherwise have been entitled to receive if his employment had not been terminated. Any such welfare benefits shall be provided to Executive on the same terms and conditions (including employee contributions toward the premium payments, if any) under which Executive was entitled to participate immediately prior to his termination. The Company does not guarantee a favorable tax consequence to Executive for continued coverage and benefits under Company-sponsored plans nor will it indemnify Executive for such results. Notwithstanding anything to the contrary herein, no termination of Executive's employment with the Company shall in any manner whatsoever result in any termination, curtailment, reduction or cessation of any vested benefits or other entitlements to which Executive is entitled under the terms of any benefit plan or program of the Company in respect of which Executive is a participant as of the Termination Date.

g. Definition of "Disability". For purposes of this Agreement, the term "Disability" shall mean a determination that Executive suffers from illness or other physical or

mental impairment that in the good faith determination of the Board of Directors of the Company, after consulting with a qualified healthcare professional, prevents Executive from substantially performing his duties for a period of 180 days during any consecutive 360-day period during the Employment Period.

5. Restrictive Covenants.

a. Non-Compete. During the Employment Period and for the 18-month period following the Termination Date (the "Restricted Period"), Executive shall not directly or indirectly own, manage, control, participate in, consult with, render services for, or in any manner engage in any business (the "Business") that makes or sells in the United States (i) separators for energy storage or (ii) nanofiber-based filters. Notwithstanding the foregoing, Executive's ownership of less than five percent of the outstanding voting securities of any corporation or other entity whose securities are traded on a recognized investment exchange shall not constitute a violation of the provisions of this Section 5(a).

b. Confidentiality. Executive shall not disclose any confidential and proprietary information, trade secrets, customer lists, business plans, financial records, or other commercial, business or technical information relating to any DreamWeaver Company (collectively, "Confidential Information"), to any third person, unless such Confidential Information has been previously disclosed to the public by such DreamWeaver Company or is in the public domain (other than by reason of Executive's breach of this Section 5(b)), except that Executive may disclose Confidential Information to the extent advisable in his reasonable discretion in connection with (i) the performance of Executive's duties hereunder, (ii) the enforcement of Executive's rights under this Agreement, or (iii) any disclosures that may be required by law, including securities laws.

c. Non-Hire of Employees. During the Restricted Period, Executive will not hire for employment any person who either is an employee of any DreamWeaver Company on the Termination Date or who was an employee of the Company at any time during the twelve (12) month period immediately preceding the Termination Date (all such employees, "Prohibited Employees"), either on Executive's behalf or on behalf of any other individual or entity for employment or activities in any business.

d. Injunctive Relief. The Company shall be entitled to an injunction, restraining order, or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain Executive from committing any violation of the covenants and obligations contained in this Section 5.

e. Termination of Restrictive Covenants. In addition to any other right or remedy available to Executive, Executive shall no longer be bound by any of the restrictions set forth in this Section 5 if, after the Termination Date, the Company fails to pay or to provide to Executive when due the amounts and benefits due hereunder, which failure to pay or provide is not corrected within 30 business days after the receipt by the Company's Board of Directors from Executive of his written notice referring to this provision and describing such failure, provided,

however, that the Company may not avoid termination of the restrictions of this Section 5 by exercising cure rights more than twice in any twelve month period. Executive's pursuit of such remedy shall not relieve the Company from its obligations to pay and to provide such amounts and benefits to Executive.

f. Limited License to Use. Executive shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above and in accordance with the terms hereof. Executive acknowledges that, as between the Company and Executive, the Confidential Information and all related copyrights and other intellectual property rights are (and at all times will be) the property of the Company, even if suggestions, comments and/or ideas made by Executive are incorporated into the Confidential Information or related materials during the Employment Period.

g. Property of the Company. Executive acknowledges that from time to time in the course of providing services pursuant to this Agreement he shall have the opportunity to inspect and use certain property, both tangible and intangible, of the Company and its subsidiaries, and Executive hereby agrees that such property shall remain the exclusive property of the Company or the respective subsidiary and Executive shall have no right or proprietary interest in such property, whether tangible or intangible, including, without limitation, the Company's or any subsidiary's customer and supplier or provider lists, contract forms, books of account, computer programs and similar property. Upon termination of Executive's employment with the Company, upon written request by the Company, Executive shall promptly return all such property then in his possession to the Company.

h. Ownership of Inventions, Discoveries, Improvements, Etc.

(i) Executive shall promptly disclose and describe to the Company all inventions, improvements, discoveries and technical developments, whether or not patentable, made or conceived by Executive, either alone or with others, during the Employment Period that are directly related to the Business and (A) are based in whole or in part upon Confidential Information, (B) result from, or are suggested by, any work that may be done by Executive for or on behalf of the Company, (C) are related to the Business or any of the products or services being developed, manufactured or sold by any DreamWeaver Company, or which may be used in relation therewith, or (D) result, directly or indirectly, from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company ("Inventions"). Executive hereby assigns and agrees to assign to the Company Executive's entire right, title and interest in and to such Inventions, and agrees to cooperate with the Company both during and after the Employment Period and/or other service (as officer or director) in the procurement and maintenance, at the Company's expense and at its direction, of patents, copyright registrations and/or protection of the Company's rights in such Inventions. Executive shall keep and maintain adequate and current written records of all such Inventions, which shall be and remain the property of the Company.

(ii) There is no contract or duty on Executive's part now in existence to assign Inventions except in favor of the Company. Executive shall not disclose or induce the Company

to use any confidential information that Executive is either now aware of, or shall become aware of, that belongs to a former employer or anyone other than the Company.

i. No Inconsistent Actions; Nondisparagement. The parties will not voluntarily undertake or fail to undertake any action or course of action that is inconsistent with the provisions or essential intent of this Agreement. Furthermore, it is the intent of the parties hereto to act in a fair and reasonable manner with respect to the interpretation and application of the provisions of this Agreement. Additionally, Executive shall not in any way publicly disparage the Company. Likewise, the Company shall not in any way publicly disparage Executive. (For purposes of this Agreement, however, the commencement or continuation of any nonfrivolous legal proceedings involving matters such as Executive's performance, conduct, etc., shall not constitute "disparagement.")

j. Post-Termination Assistance. Executive agrees that after his employment with the Company has terminated he will provide, upon reasonable notice, such information and assistance to the Company as may reasonably be requested by the Company in connection with any litigation in which it or any of its affiliates is or may become a party or otherwise involved; provided, however, that the Company agrees to pay Executive reasonable compensation for his services and reimburse Executive for any related out-of-pocket expenses, including travel expenses.

k. Release. No benefit will be paid or made available under Section 4 unless the Executive first executes a release in the form attached as Exhibit 5(k) to this Agreement, and to the extent such payment or benefit is subject to the seven-day revocation period prescribed by the Age Discrimination in Employment Act of 1967, as amended, or to any similar revocation period in effect on the date of termination of Executive's employment, such revocation period has expired.

6. Miscellaneous.

a. Expenses. In the event of any judicial or other adversarial proceeding between the parties regarding this Agreement, to the extent permitted by law, the prevailing party shall be entitled to recover all of its reasonable attorneys' and related fees and expenses in addition to any other relief to which it may be entitled.

b. Further Assurances. Each of the parties shall execute such agreements and documents and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the Transactions. The parties shall cooperate with each other so that each such party receives the benefits to the greatest extent possible to which it may be entitled under this Agreement.

c. Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render

unenforceable such provision in any other jurisdiction. If any court determines that any covenant, or any part of any covenant is invalid or unenforceable, such covenant shall be enforced to the extent permitted by such court, and all other covenants shall not thereby be affected and shall be given full effect, without regard to the invalid portions.

d. Notices. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed to have been duly given when received if delivered personally against receipt; the next business day if sent for next business day delivery by a nationally recognized overnight courier service; or upon receipt if sent by certified, registered or express mail, return receipt requested, postage prepaid. In each case notice shall be sent as follows:

(i) If to the Company, to:
James L. Schaeffer
161 Narragansett Trail
Medford Lakes, NJ 08055
Attention: Chief Executive Officer

(ii) If to Executive:
Brian G. Morin
At the most recent address set forth in the personnel records of the
Company.

Either party may, by notice given in accordance with this Section to the other party, designate another address or person for receipt of notices hereunder.

e. Entire Agreement. This Agreement (including the exhibits) contains the entire agreement between the parties with respect to the matters described herein, and supersedes all prior agreements, written or oral, with respect thereto.

f. Amendments and Waivers. This Agreement may be modified or amended, and the terms hereof may be waived, only by a written instrument signed by the parties or, in the case of a waiver, by the party waiving compliance. No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any such right, power or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege.

g. Governing Law; Construction. This Agreement shall be governed and construed in accordance with the internal laws of the State of South Carolina without regard to principles of conflicts of law. All references herein to sections, subsections, clauses, and exhibits shall be deemed references to this Agreement, unless the context shall otherwise require.

h. Assignment; Binding Effect. Neither this Agreement nor any of the rights or obligations hereunder may be assigned (including by operation of law) by any party without the prior written consent of the other party. Subject to the foregoing, this Agreement shall be binding

upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

i. Beneficiaries of Agreement. The covenants and agreements of each party expressed in this Agreement are for the sole benefit of the other party hereto and are not intended to benefit, and may not be relied upon or enforced by, any other person as a third-party beneficiary or otherwise.

j. Counterparts; Facsimile Signatures. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument. Facsimile signatures on this Agreement shall be deemed original signatures.

k. Computation of Days; Holidays. Whenever this Agreement provides for a period of time that is expressed in terms of a numbers of days prior to or within which actions or events are to occur or not occur, such time period shall be measured in calendar days unless otherwise expressly provided. Whenever this Agreement provides for a date, day or period of time on or prior to which actions or events are to occur or not occur, and if such date, day or last day of such period of time falls on a day that is not a business day, then the same shall be deemed to fall on the immediately following business day.

l. Headings. The headings in this Agreement are for reference only, and shall not affect the meaning or interpretation of this Agreement.

[Signature page follows]

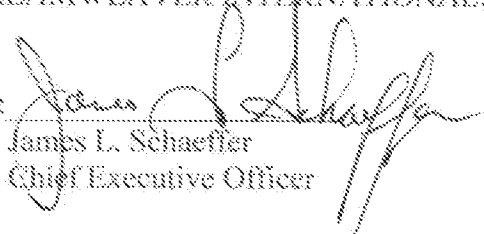
[Signature page to Employment Agreement]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer, and Executive has hereunto set his hand as of the day and year first above written.

Company
DREAMWEAVER INTERNATIONAL, INC.

Executive

By:


James L. Schaeffer
Chief Executive Officer


Brian G. Morin

SCHEDULE 1
Duties

As President and Chief Operating Officer of the Company, Executive is responsible for the overall direction of the Company's business. Executive shall represent the Company to customers, the financial community, and the general public. Additionally, Executive shall have supervision over, and the responsibility for, the day-to-day management, finances and operations of the Company, with all of the powers and authority typically exercised by a President and Chief Operating Officer of a company, including, without limitation, the authority to hire and dismiss employees, to select agents, representatives and consultants, to determine the prices of services provided and products sold by the Company, and to determine the Company's methods of operation and financial strategies. Notwithstanding anything to the contrary set forth in the foregoing sentences, Executive acknowledges and agrees that the Company's Board of Directors shall continue to have the responsibility and authority to oversee the affairs of the Company as contemplated by Delaware law and any agreements between the Company, stockholders and/or third parties.

SCHEDULE II
2013 & 2014 Performance Criteria & Bonus Structure

2013

If the Executive achieves the reasonable performance criteria listed below, he shall receive a bonus as determined by the method listed below.

Reasonable Performance Criteria

- Provide assistance with the Company's efforts to raise \$500,000 of convertible debt or equity at or above \$2/share (October 2012 -- December 2013) or other non-product-sales financing. (The \$150,000 payment from Glatfelter due by December 1, 2012 is not included in this figure.)
- Successfully manufacture Silver 40 and Silver 30 product on Glatfelter production line
- File 1 additional patent application
- Sell \$100,000 of products, or sign contracts for \$1,000,000 of future sales of products

Salary increase: If the Executive achieves the first three of these performance criteria, he shall receive the salary increase listed in Section 2.a for 2014 and future years.

Bonus: \$20,000 plus 2% of sales. Board may award an additional bonus based on the Company's cash position resulting from equity, debt or non-product-sales financing.

2014

If the Executive achieves the reasonable performance criteria listed below, he shall receive a bonus as determined by the method listed below.

Reasonable Performance Criteria

- Provide assistance with the Company's efforts to raise \$500,000 of convertible debt or equity at or above \$3/share or other non-product-sales financing
- Achieve sales of \$500,000

Bonus: \$30,000 plus 2% of sales. Board may award an additional bonus based on the Company's cash position resulting from equity, debt or non-product-sales financing.

Future bonuses may be based on different criteria. For example, if other executives are responsible for sales, Executive's future bonuses may not include a sales component.

Exhibit S(k)

GENERAL RELEASE

This General Release ("Release") is made effective as of _____, 20__ between DREAMWEAVER INTERNATIONAL, INC., a Delaware corporation (the "Company"), and the employee signatory hereof (the "Executive").

WHEREAS, Executive was employed by the Company;

WHEREAS, Executive and the Company desire to enter into an agreement regarding Executive's termination of employment with the Company;

WHEREAS, the Company entered into an Employment Agreement with Executive on _____, 20__ (the "Agreement");

WHEREAS, Executive's termination under certain circumstances entitles him to certain severance benefits pursuant to the Agreement (the "Severance Benefits") subject to and conditioned upon Executive's execution of this General Release (the "Release");

WHEREAS, in return for the Company performing its obligations as provided for under the Agreement and in further consideration for the receipt of the Severance Benefits, Executive has agreed to execute this Release;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the parties agree as follows:

I. General Release.

(a) For and in consideration of the Severance Benefits, Executive agrees on behalf of himself, his agents, assignees, attorneys, successors, assigns, heirs and executors, to, and Executive does hereby, fully and completely forever release the Company and its affiliates, predecessors and successors and all of their respective past and/or present officers, directors, partners, members, managing members, managers, employees, agents, representatives, administrators, attorneys, insurers and fiduciaries in their individual and/or representative capacities (hereinafter collectively referred to as the "Released Parties"), from any and all causes of action, suits, agreements, promises, damages, disputes, controversies, judgments, claims, debts and demands of any kind whatsoever, which Executive or Executive's heirs, executors, administrators, successors and assigns ever had, now have or may have against the Released Parties or any of them, in law or equity, whether known or unknown to Executive, for, upon, or by reason of, any matter, action, omission, course or thing whatsoever occurring up to the date this Release is signed by Executive, including, without limitation, in connection with or in relationship to Executive's employment or other service relationship with the Company or its affiliates, the termination of any such employment or service relationship and any applicable employment, compensatory or equity arrangement with the Company or its respective affiliates,

other than (i) any rights related to any current or former equity interests in the Company or its affiliates, (ii) any rights to supplemental pension or post-employment medical benefits under the Agreement, (iii) any rights to benefits under the terms of employee benefit plans maintained by the Company or its affiliates and (iv) rights under any indemnification arrangements with the Company or its affiliates (such released claims are collectively referred to herein as the "Released Claims").

(b) Notwithstanding the generality of clause (a) above, the Released Claims include, without limitation, (i) any and all claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Civil Rights Act of 1971, the Civil Rights Act of 1991, the Fair Labor Standards Act, the Employee Retirement Income Security Act of 1974, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993, and any and all other federal, state or local laws, statutes, rules and regulations pertaining to employment or otherwise, and (ii) any claims for wrongful discharge, breach of contract, fraud, misrepresentation or any compensation claims, or any other claims under any statute, rule or regulation or under the common law, including compensatory damages, punitive damages, attorney's fees, costs, expenses and all claims for any other type of damage or relief.

THIS MEANS THAT, BY SIGNING THIS RELEASE, EXECUTIVE WILL HAVE WAIVED ANY RIGHT HE MAY HAVE HAD TO BRING A LAWSUIT OR MAKE ANY CLAIM AGAINST THE RELEASED PARTIES BASED ON ANY ACTS OR OMISSIONS OF THE RELEASED PARTIES UP TO THE DATE OF THE SIGNING OF THIS RELEASE, TO THE EXTENT PROVIDED IN PARAGRAPH A.

(c) Executive represents that he has read carefully and fully understand the terms of this Release, and that Executive has been advised to consult with an attorney and has had the opportunity to consult with an attorney prior to signing this Release. Executive acknowledges that he is executing this Release voluntarily and knowingly and that Executive has not relied on any representations, promises or agreements of any kind made to him in connection with his decision to accept the terms of this Release, other than those set forth in this Release. Executive acknowledges that has been given at least twenty-one days to consider whether he wants to sign this Release and that the Age Discrimination in Employment Act gives Executive the right to revoke this Release within seven (7) days after it is signed, and he understands that he will not receive any Severance Benefits due to him under the Agreement until such seven (7) day revocation period (the "Revocation Period") has passed and then, only if Executive has not revoked this Release. To the extent Executive has executed this Release within less than twenty-one (21) days after its delivery to him, Executive hereby acknowledges that his decision to execute this Release prior to the expiration of such twenty-one (21) day period was entirely voluntary.

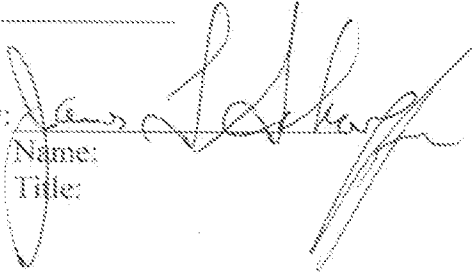
2. Governing Law. This Release will be governed, construed and interpreted under the laws of the State of South Carolina.

3. Entire Agreement/Counterparts. This constitutes the entire agreement between the parties. It may not be modified or changed except by written instrument executed by all parties. This Release may be executed in counterparts, each of which shall constitute an original and which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer, and Executive has hereunto set his hand as of the day and year first above written.

Company

Executive

By: 
Name:
Title:

Name: