

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4416383

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	PROFESSIONAL SERVICES AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
BRIAN C. GILES	01/14/2012
RECEIVING PARTY DATA	
Name:	TATE TECHNOLOGY, LLC
Street Address:	16910 WEST SUNSET BLVD.
City:	PACIFIC PALISADES
State/Country:	CALIFORNIA
Postal Code:	90272
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9314060
CORRESPONDENCE DATA	
Fax Number:	(310)203-0567
<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:	310-203-8080
Email:	patentdocket@jmbm.com
Correspondent Name:	JEFFER MANGELS BUTLER & MITCHELL, LLP
Address Line 1:	1900 AVENUE OF THE STARS, 7TH FLOOR
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	72694-5002
NAME OF SUBMITTER:	BRENNAN C. SWAIN
SIGNATURE:	/Brennan C. Swain/
DATE SIGNED:	05/16/2017
Total Attachments: 2	
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PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT, DATED JANUARY 14, 2012 ("Agreement") is between Tate Technology, LLC ("Tate," the "Client," or the "Company") and the undersigned, **Brian C. Giles** ("Contractor").

WHEREAS, TATE TECHNOLOGY, LLC and the Contractor entered into a Professional Services Agreement ("Agreement") dated January 14, 2012;

WHEREAS, TATE TECHNOLOGY, LLC and the Contractor agree to work together as set forth herein;

NOW, THEREFORE, TATE TECHNOLOGY, LLC and the Contractor, intending to be legally bound, hereby agree as follows:

Contractor Services: To provide TATE TECHNOLOGY, LLC with written provisional patent to be ready for filing in relationship to new sports technology intellectual property designs, developments, changes, improvements as listed to all related impact and non-impact sports equipment, including addressing, but not limited to:

- 1.) Helmets:
 - a. Helmets for football, baseball, moto and supercross, motorcycling, skiing, snowboarding, hockey, lacrosse, bicycling, mountain biking, rollerblading, wrestling, sky diving, riding, rafting, and all contact and encompassing non-contact sports, including:
- 2.) Helmet liner
- 3.) Facemask
- 4.) Chinstrap
- 5.) Protective padding
- 6.) Possibility of improving hearing in helmets – i.e. design of the ear hole
- 7.) Materials to be used in construction of the helmets, liners, facemasks, chin straps, pads, etc.
 - a. Design of the materials to energy attenuation and displacement
- 8.) Military applications
- 9.) Testing protocol
- 10.) Working with Contractor's patent attorney and securing a US provisional patent to be followed by domestic and international patent filings
- 11.) Working with Contractor's illustrator of choice for the patents
- 12.) Work with Contractor for contacts in moto/supercross, football, etc.

Term: December 8, 2011 through December 31, 2012, subject to renewal, or earlier termination (as stated in clause 2.3).

Payment of Fees:

1.1 Contractor will be paid as follows:

- o Client agrees to pay Contractor a \$5,000.00 per month payment with effective starting date of December 8, 2011, and to be paid with either cashier's check or via wire transfer on or before the 8th of each month.
 - * All expenses for patent illustrations, patent searches, helmets and associated travel expenses, as necessary, are to be pre-approved by Tate Technology, LLC verbally or in writing as submitted by the Contractor.

Miscellaneous.

2.1 Any terms of the Agreement shall remain in full force and effect for the term or period of the agreement.

2.2 Contractor agrees that all work performed for Tate technology, LLC during and beyond this agreement period stated is and will be 100% owned by the Company in perpetuity, as well as is to be fully assigned to Tate Technology, LLC, or the Company. This includes all new sports safety technology-related to intellectual property designs, developments, changes, improvements written for and filed under Tate Technology, LLC that will be owned by the Company and assigned to the Company.

2.2 This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

2.3 This agreement may be renewed or terminated at any time by TATE TECHNOLOGY, LLC with a 60 day notice or provocation.

2.4 Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission, or Pdf via email shall be effective as delivery of a manually executed counterpart of this Agreement.

2.5 Contractor shall maintain full confidentiality of all of sports safety technology developed for or received from the Client for a period of five years from the date of this agreement.

2.6 This Agreement will be governed and construed in accordance with the laws of the State of California without regard to conflicts of law principles. Contractor hereby expressly consents to the personal jurisdiction of the state and federal courts located in Los Angeles, CA for any lawsuit filed arising from or related to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Professional Services Agreement to be executed by their duly authorized representative.

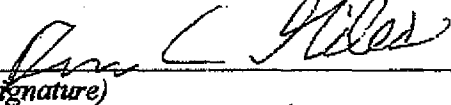
CLIENT:



(Signature)

By: JT Morgan
Managing Member
Tate Technology, LLC
16910 West Sunset Blvd.
Pacific Palisades, CA 90272

CONTRACTOR:



(Signature)

By: Brian C. Giles
Address:
600 Lawnwood Way
Oxnard, CA