

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4499561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
Moshe Rock	03/24/1999
RECEIVING PARTY DATA	
Name:	MMI-IPCO, LLC (AS SUCCESSOR-IN-INTEREST TO MALDEN MILLS INDUSTRIES, INC.)
Street Address:	46 STAFFORD STREET
City:	LAWRENCE
State/Country:	MASSACHUSETTS
Postal Code:	01842
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15623717
CORRESPONDENCE DATA	
Fax Number:	(877)769-7945
<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:	(617) 521-7005
Email:	apsi@fr.com
Correspondent Name:	MOSES A. HEYWARD
Address Line 1:	FISH & RICHARDSON P.C.
Address Line 2:	P.O.BOX 1022
Address Line 4:	MINNEAPOLIS, MINNESOTA 55440-1022
ATTORNEY DOCKET NUMBER:	22436-0194005
NAME OF SUBMITTER:	RITA M. LISTON
SIGNATURE:	/Rita M. Liston/
DATE SIGNED:	07/12/2017
Total Attachments: 4	
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source=22436_0194005_Rock_assignment_agreement#page2.tif	
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MALDEN MILLS INDUSTRIES, INC.

46 STAFFORD STREET
LAWRENCE, MA 01841

EMPLOYEE NONCOMPETITION, NONSOLICITATION, NONDISCLOSURE AND ASSIGNMENT OF INVENTIONS AGREEMENT

The undersigned, Moshe Rock, in consideration for and as a condition of my employment by Malden Mills Industries, Inc., a Massachusetts corporation with principal executive offices located at 46 Stafford Street, Lawrence, MA, ("MALDEN MILLS" and as used hereinafter, the term "MALDEN MILLS" shall include Malden Mills Industries, Inc. and any of its direct or indirect subsidiaries, subdivisions or affiliates and any entity controlling, controlled by or under common control with MALDEN MILLS), and the payment of salary or wages to me by MALDEN MILLS, do hereby agree with MALDEN MILLS as follows:

1. **Recital.** MALDEN MILLS possesses Confidential Information (as that term is defined in Exhibit A hereto) which is of substantial competitive as well as monetary value to MALDEN MILLS. Additional Confidential Information may be created and Developments (as that term is defined in paragraph 4 hereof) made in the course of my employment which may also be of significant competitive and monetary value to MALDEN MILLS. Some of such Confidential Information and Developments may be made available to me solely to enable me to perform my duties as an employee of MALDEN MILLS. All such Confidential Information and Developments are and shall be the property of and MALDEN MILLS is entitled to the provisions hereof to assure MALDEN MILLS' ownership thereof and the protection thereof against loss by MALDEN MILLS.
2. **Best Efforts, Noncompetition and Nonsolicitation Covenants.** During the period of my employment by MALDEN MILLS, I will faithfully, and to the best of my ability, devote my best efforts to the business of MALDEN MILLS during all such times that I am engaged in any effort for or on behalf of MALDEN MILLS. During the period of my employment by MALDEN MILLS and during any period that I am retained by MALDEN MILLS as a consultant or in any other capacity for which efforts I am compensated, and during any period that I receive payment of any kind or nature from Malden Mills and for a period of two (2) years thereafter (the "Non Compete Period") I will not engage in any business activity that could interfere with my MALDEN MILLS duties (if any) without the prior written consent of (an officer of) MALDEN MILLS (the "Consent") and I will not, during the Non Compete Period, without Consent, which Consent may be withheld at the discretion of MALDEN MILLS, directly or indirectly, alone or as a partner, officer, director, employee, stockholder, investor or agent of, or consultant to any entity, engage in any business enterprise which (i) is in, is prepared, preparing or can, during the Non Compete Period, reasonably be expected to enter into competition with, and in respect to, the products being developed, manufactured or sold by MALDEN MILLS, (ii) provides goods and services, but only with respect to the goods or services it provides to MALDEN MILLS, (iii) is a customer for goods and services, but only with respect to the goods and services provided by MALDEN MILLS and its direct competitors. Further, during the period of my employment by MALDEN MILLS, or while I am retained by MALDEN MILLS as a consultant or in any other capacity or for so long as I receive any compensation from MALDEN MILLS for services rendered to MALDEN MILLS and for a period of three (3) years thereafter I agree that I will not, directly or indirectly, alone or as a partner, officer, director, employee or stockholder of any entity, employ, retain or negotiate with respect to employment or retention of, or solicit, interfere with or endeavor to entice away any employee, or any prospective employee of MALDEN MILLS, any customer, or any prospective customer of MALDEN MILLS who is such during my engagement or at the time of termination of my engagement.
3. **Nondisclosure Covenant.** I acknowledge that, in order for me to perform my duties properly, MALDEN MILLS may entrust me with certain trade secrets and confidential business information (the "Confidential Information", as that term is defined in Exhibit A hereto). I further acknowledge that the development or acquisition of such Confidential Information is the result of great effort and expense by MALDEN MILLS, that the Confidential Information is critical to the survival and success of MALDEN MILLS, and that the unauthorized disclosure or use of the Confidential Information would cause MALDEN MILLS irreparable harm. I will not at any time, whether during or after the termination of my employment, reveal to any person or entity any of the Confidential Information of MALDEN MILLS or of any third party which MALDEN MILLS is under an obligation to keep confidential, except as may be required in the ordinary course of performing my duties as an employee of

MALDEN MILLS, and I shall keep secret all Confidential Information entrusted to me and shall not use or attempt to use any such Confidential Information in any manner which may injure or cause loss or may be calculated to injure or cause loss whether directly or indirectly to MALDEN MILLS.

Further, I agree that during my employment I shall not make, use or permit to be used any Confidential Information of any nature relating to any matter within the scope of the business of MALDEN MILLS or concerning any of its dealings or affairs otherwise than for the benefit of MALDEN MILLS. I further agree that I shall not, after the termination of my employment, use or permit to be used any such Confidential Information, it being agreed that all of the Confidential Information shall be and remain the sole and exclusive property of MALDEN MILLS and that immediately upon the termination of my employment I shall deliver all of the foregoing, and all copies thereof, in whatever form it may exist (including, without limitation, computer disk or tape) to my immediate supervisor or an officer of MALDEN MILLS. Anything to the contrary herein notwithstanding, I shall not publish any information described in this Section 3, any information derived therefrom or information regarding Developments (as defined in Section 4 hereof), without the express written permission of MALDEN MILLS.

4. **Assignment of Inventions.** If, at any time or times during my employment, I shall (either alone or with others) make, conceive, discover, reduce to practice or become possessed of any invention, modification, discovery, design, development, improvement, process, formula, data, technique, know-how, secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright or similar statutes or subject to analogous protection, herein called "Developments") that results from tasks assigned to me by MALDEN MILLS or results from the use of premises owned, leased or contracted for by MALDEN MILLS, such Developments and the benefits thereof shall immediately become the sole and absolute property of MALDEN MILLS, and I shall promptly disclose to MALDEN MILLS (or any persons designated by it) each such Development and hereby assigns any rights I may have or acquire in the Developments and benefits and/or rights resulting therefrom to MALDEN MILLS without compensation and shall communicate, without cost or delay, and without publishing the same all available information relating thereto (with all necessary plans and models) to MALDEN MILLS.

Upon disclosure of each Development to MALDEN MILLS, during my employment and at any time thereafter, I shall, at the request and cost of MALDEN MILLS, sign, execute, make and do all such deeds, documents, acts and things as MALDEN MILLS and its duly authorized agents may reasonably require:

- (a) to apply for, obtain and vest in the name of MALDEN MILLS alone (unless MALDEN MILLS otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
- (b) to defend any opposition proceeding in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection.

I hereby irrevocably designate and appoint MALDEN MILLS and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by me.

I represent that the Developments identified in the schedule, if any, attached hereto comprise all the unpatented and uncopyrighted Developments which I have made or conceived prior to my employment by MALDEN MILLS, which Developments are excluded from this Agreement. I understand that it is only necessary to list the title and purpose of such Developments but not details thereof.


5. **Remedies Upon Breach.** I agree that any breach of this Agreement by me will cause irreparable damage to MALDEN MILLS and that in the event of such breach MALDEN MILLS' remedies at law will be inadequate, and MALDEN MILLS shall have, in addition to any and all remedies at law, the right to an injunction, specific performance or other equitable relief to prevent the violation of my obligations hereunder.
6. **Return of Company Property.** I agree, upon termination of my employment, promptly to deliver to MALDEN MILLS all files, books, documents, computer disks or tapes, and other property prepared by or on behalf of MALDEN MILLS, or purchased with MALDEN MILLS' funds, and to refrain from making, retaining or distributing copies thereof.

7. **No Obligation to Continue Employment.** I understand that this Agreement is not an employment contract nor does it create an obligation on MALDEN MILLS or any other person or entity to continue my employment for any period, in any capacity or at any compensation level.
8. **Consent and Waiver by Third Parties.** I understand that MALDEN MILLS does not desire to acquire from me any trade secrets, know-how or confidential information that I may have acquired from others. Accordingly, I represent and warrant that I am free to divulge to MALDEN MILLS, without any obligation to, or violation of any right of others, any and all information, practices and techniques which I will use, describe, demonstrate, divulge or in any other manner make known to MALDEN MILLS during the course of my employment. I represent that I am not bound by any agreement or any other existing or previous business relationship which conflicts with or prevents the full performance of my duties and obligations to MALDEN MILLS during the course of my employment.
9. **No Waiver.** Any waiver by MALDEN MILLS of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision hereof.
10. **Severability.** I hereby agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses herein. Moreover, if one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to scope, activity or subject so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.
11. **Enforceability.** I agree that the enforceability of this Agreement is independent of the circumstances of the termination of my employment by Malden Mills.
12. **Survival of Obligations.** My obligations under this Agreement shall survive the severance or termination of my employment regardless of the manner of such termination, my death or my resignation, and shall be binding upon my heirs, executors, administrators and legal representatives.
13. **Reasonableness of Provisions.** I recognize and agree that the enforcement of this Agreement is necessary to ensure the preservation, protection and continuity of the business, trade secrets and goodwill of MALDEN MILLS. I agree that, due to the confidential nature of MALDEN MILLS' business, the restrictions set forth in Sections 2, 3, and 4 of this Agreement are reasonable as to time and scope.
14. **Contest of Provisions.** If I dispute the validity or applicability of Section 2 hereof in connection with my intended or actual employment by, or business activity with, an entity other than MALDEN MILLS, I agree that the effective date of Section 2 shall be that date upon which the court, from which no further appeal is possible, enters final judgment in favor of MALDEN MILLS, the effective period to be reduced by any time that I am in voluntary compliance with Section 2 or that a restraining order or a temporary injunction is in effect.
15. **Assignment by Malden Mills.** MALDEN MILLS shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns.
16. **Priority of Agreement.** This Agreement supersedes and replaces any other agreement between us related to the same subjects, dated prior to the date hereof.
17. **Entire Agreement; Amendments.** This Agreement constitutes our entire understanding with respect to its subject matter, supersedes any prior communication or understanding with respect thereto, and no modification or waiver of any provision hereof shall be valid unless made in writing and signed by you and an officer of Malden Mills.
18. **Governing Law.** The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws applicable to contracts fully made, entered into, and performed within the Commonwealth of Massachusetts, excluding, however, such laws that pertain to conflicts of law.

19. **Jurisdiction & Venue.** I agree that the U.S. District Court or the Superior Court of the Commonwealth of Massachusetts shall have personal jurisdiction over any dispute between us. I also agree not to contest venue and jurisdiction in Boston or Lawrence, MA.
20. **Understanding of Agreement.** I HEREWITH STATE THAT I HAVE HAD A REASONABLE PERIOD, SUFFICIENT TO STUDY, UNDERSTAND AND CONSIDER THIS AGREEMENT, THAT I HAVE HAD AN OPPORTUNITY TO CONSULT WITH COUNSEL OF MY CHOICE, THAT I HAVE READ THIS AGREEMENT AND UNDERSTAND ALL OF ITS TERMS, THAT I AM ENTERING INTO AND SIGNING THIS AGREEMENT KNOWINGLY AND VOLUNTARILY, AND THAT IN DOING SO, I AM NOT RELYING UPON ANY STATEMENTS OR REPRESENTATIONS BY MALDEN MILLS OR ITS AGENTS.

Executed Under Seal as of the 24 day of March 1999.

Malden Mills Industries, Inc.
46 Stafford Street
Lawrence, MA 01840



Signature of Employee

By: _____
Title: _____

Moshe Rock
18 Corinthian Way
Andover, MA 01810

EXHIBIT A

The term "Confidential Information" shall include, without limitation, whether furnished or made accessible to me by MALDEN MILLS or developed in whole or in part by me alone or jointly with MALDEN MILLS or others:

- (a) All inventions, discoveries, know-how, techniques, devices, ideas, research, engineering methods, practices, processes, systems, formulae, designs, products, projects, computer programs, improvements and developments which have not been generally available and which were or are conceived or reduced to practice at any time prior to the termination of my employment hereunder, in whole or in part, by any of MALDEN MILLS' employees or consultants, at the expense of MALDEN MILLS, on the premises of MALDEN MILLS, or with MALDEN MILLS' equipment; and
- (b) All client or customer lists, trade secrets, or other information pertaining to the financial condition, business affairs or prospects of MALDEN MILLS including, without limitation, information relative to customers, suppliers or other parties with which MALDEN MILLS has a business relationship; samples; sketches; bulletins; correspondence; company forms and records (including financial statements and product specification sheets); information concerning sources of supply; costs of manufacture and sale and specifications of equipment; whether or not published or unpublished, confidential or protected or susceptible to protection by patent, trademark, copyright or any other form of legal protection and whether or not any attempt has been made to secure such protection; and whether or not in any way related to the subject matter of any work done by me for or at the request of MALDEN MILLS.

Employee Agreement
1/27/99