

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4949791

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MARK A HANSEN	05/15/2012
RECEIVING PARTY DATA	
Name:	OHG INNOVATIVE TECHNOLOGIES, LLC
Street Address:	5916 SEMINOLE TRAIL
City:	BARBOURSVILLE
State/Country:	VIRGINIA
Postal Code:	22923
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9849536
CORRESPONDENCE DATA	
Fax Number:	(410)234-2314
<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:	410-659-6402
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Correspondent Name:	GREGORY M. STONE
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Address Line 2:	WHITEFORD, TAYLOR & PRESTON L.L.P.
Address Line 4:	BALTIMORE, MARYLAND 21202
ATTORNEY DOCKET NUMBER:	094028.00002
NAME OF SUBMITTER:	GREGORY M. STONE
SIGNATURE:	/GMS/
DATE SIGNED:	05/07/2018
Total Attachments: 8	
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EMPLOYMENT AGREEMENT

THIS AGREEMENT made as of MAY 15, 2012 by and between OHG INNOVATIVE TECHNOLOGIES, LLC ("Employer" or "OHG") and its successors and assigns, and MARK A. HANSEN ("Hansen"), who, in consideration of the mutual promises of the parties and other good and valuable consideration, the receipt and adequacy of which are acknowledged, have agreed as follows:

1. **Employment:** OHG employs Hansen in the position specified on Schedule A attached hereto and incorporated herein. Hansen agrees to perform the duties assigned to Hansen by OHG, to comply with the general supervision and policies, current and future, of OHG.
2. **Compensation:** OHG shall pay Hansen the compensation specified in Schedule A.
3. **Duties:** Hansen shall perform the duties described in Schedule A attached hereto and such duties as may be assigned from time to time by OHG. Hansen shall make available to OHG all material information of which Hansen shall have any knowledge, and shall make all material suggestions and recommendations that will be of benefit to OHG.
4. **Loyalty and Best Efforts:** Hansen hereby acknowledges and undertakes a strict duty of loyalty to OHG and promises to devote his best efforts, experience and talents full time to the performance of his duties for OHG. Hansen agrees to give proper time and attention to furthering OHG's business and goodwill and to comply with all rules, regulations and policies established or issued by OHG. Hansen further agrees to refrain from taking advantage, for himself or others, of any corporate opportunities of OHG.
5. **Term and Renewal:** This Agreement is for an initial term of five (5) years, renewable thereafter on a year to year basis. Either party must give ninety (90) days written notice if the contract is not going to be renewed. Upon failure to give such notice, this Agreement will automatically renew for an additional year on the same terms. This notice requirement shall continue for all subsequent renewal periods.
6. **Termination:** OHG may terminate this Agreement at any time without advance notice for good cause, including but not limited to (i) a breach of this Agreement or any policy, rule, instruction, or order of OHG; (ii) any act or omission by Hansen which involves moral turpitude, gross negligence, dishonesty, bad faith, fraud, conflict of interest, intentionally lying to OHG, taking action prohibited by OHG, or breach of fiduciary duty; (iii) violation of any law or regulation applicable to the business of the OHG; (iv) repeated neglect of duties; (v) failure to follow any lawful directive from OHG. Furthermore, this Agreement shall terminate immediately upon Hansen's death or disability, but such termination shall not affect any previously vested right of Hansen to receive disability payments in accordance with any applicable plan for a disability which arises while this Agreement is in effect. In the event that a cause for termination occurs, if OHG determines it is curable, OHG will give Hansen 30 days written notice to cure.
7. **Termination by Hansen:** Hansen may terminate this Agreement without cause upon 180 days prior written notice.
8. **Compensation after Termination.** If Hansen's employment is terminated by OHG for good cause or due to the death or disability of Hansen, all compensation and benefits shall cease upon the occurrence of such event. If Hansen terminates employment with OHG, all compensation and benefits shall cease upon the date of termination. If OHG terminates Hansen's employment without good cause (other than due to death or disability), then Hansen shall be entitled to continued compensation and benefits for a period equal to the lesser of (i) the balance of the then current term or (ii) twelve (12) months. If either party gives at least 90 days notice of nonrenewal resulting in expiration at the end of the then current term, all compensation and benefits will cease at the end of the then current term.
9. **Non-Disclosure of Confidential Information:** OHG and Hansen acknowledge that simultaneous herewith they have signed a Nondisclosure and Confidentiality Agreement which supersedes any prior Nondisclosure or Confidentiality Agreements between the parties or their affiliates and which will survive the termination of this Agreement. It is attached as Schedule B.
10. **Intellectual Property Rights:** All patent rights relating to the Shield shall remain with Hansen and shall not be deemed an Invention covered by this paragraph. Hansen acknowledges that the proprietary rights to any other original works, concepts, software, manuals, programs, routines, inventions, patents, trademarks, servicemarks, and tradenames made, developed,

or conceived by Hansen, whether singularly or in conjunction with another person, during the term of this Agreement (collectively "Inventions") shall be the property of OHG. Accordingly, Hansen agrees as follows:

- (a) Hansen hereby assigns, and shall assign in the future, any and all of his rights in or to all Inventions.
- (b) Hansen shall promptly disclose in writing to OHG any Invention. If requested by OHG, Hansen will execute, file, and prosecute any and all applications and assignments necessary or proper to vest in OHG the complete rights in and to any Inventions.
- (c) If OHG chooses to pursue any patent or other application for any Invention (except the "Shield"), OHG shall bear all costs and fees in connection with the application.
- (d) If OHG declines in writing to pursue any patent or other application for an Invention, Hansen may with the written consent of OHG (which consent is within OHG's sole discretion) pursue the application in Hansen's own name and at Hansen's own expense, provided that OHG shall have a perpetual, world-wide, royalty-free license and right to use, or to adapt and develop in any way, any and all Inventions, whether or not protectable under any applicable law.
- (e) Upon the termination of this Agreement for any reason, Hansen shall deliver to OHG any and all notes, records, documents and other material relating to any completed or incomplete Inventions which Hansen worked on prior to such termination.
- (f) Hansen does not and shall not assert any rights to any Inventions as having been made or acquired by Hansen prior to being employed by OHG, or since then and not covered by this Agreement.
- (g) Hansen need not assign to OHG any rights to any invention, etc. wholly conceived and developed by Hansen after the termination of this Agreement, unless the conception or development of such invention, etc. involves the use of confidential or proprietary information obtained by Hansen while employed by OHG.

11. **Customer Restrictions:** Hansen specifically agrees that during his employment with OHG and for a period of one (1) year after his employment with OHG ceases (regardless of how or why it ceases and regardless of any reason, cause or lack thereof), Hansen will not, directly or indirectly, whether as proprietor, stockholder, partner, officer, employee or otherwise, in a competitive capacity, solicit or provide services or products to any Customer of OHG where those services or products compete with the services or products that OHG provided at the time of cessation of his employment. The term "Customer" as used herein, shall apply to any person or entity that purchased services or products from OHG or had a contract to do so at any time during the six (6) months prior to the cessation of his employment.

12. **Non-Solicitation of Employees Covenant:** Hansen agrees, that during employment with OHG and for a period of one (1) year from the date of cessation of employment at OHG (regardless of how or why it ceases and regardless of any reason, cause or lack thereof), not at any time to hire away or attempt to hire away any OHG employee or induce or assist in any manner any OHG employee to leave his or her job for any reason whatsoever, without the prior written consent of the Board of Managers of OHG.

13. **Non-Disparagement:** Hansen further agrees that, during the term of his employment and thereafter, he shall not, either orally or in writing, electronically or otherwise, disparage or otherwise call into question the business ethics, practices or procedures of OHG or its management in regards to its business operations.

14. **Injunction:** Hansen acknowledges that a violation on Hansen's part of any covenants of this Agreement will cause such damage to the OHG as will be irreparable and the exact amount of which will be impossible to ascertain, and for that reason, Hansen further acknowledges that OHG shall be entitled, as a matter of course, to an injunction out of any Court of competent jurisdiction, restraining any further violation of the covenant by Hansen, and, pending the hearing and decision on the application for such injunction, OHG shall be entitled to a Temporary Restraining Order, and waives any request for a bond, or the equivalent thereof, without prejudice to any other remedies available to it. Hansen particularly agrees to the immediate issuance of such Temporary Restraining Order and hereby waives any requirements of notice or objection whatsoever to the issuance of such an Order.

15. **Reasonableness:** Hansen agrees that the restrictions in this Agreement are each reasonable and appropriate considering all of the circumstances surrounding the business of OHG and Hansen's relationship to that business and that this Agreement, being fair and just, may be enforced in a court of law or equity, if necessary, to accomplish compliance with the terms hereof by Hansen.

16. **Court Modifications:** If any provision of this paragraph relating to the time period or scope of the restrictive covenants shall be declared by a court of competent jurisdiction to exceed the maximum time period or scope, as applicable, that such court deems reasonable and enforceable, said time period or scope shall be deemed to be, and thereafter shall become, the maximum time period or greatest scope that such court deems reasonable and enforceable and this Agreement shall automatically be considered to have been amended and revised to reflect such determination.

17. **Arbitration:** If a court deems any restrictive covenant in paragraphs 9, 10, 11, or 12 unenforceable and does not modify the restriction, then the parties hereto agree to have the restrictive covenant modified by submitting it to arbitration in Virginia Beach, Virginia in accordance with the rules of the American Arbitration Association. In the event of any such arbitration, there shall be only one arbitrator, who shall be selected by the American Arbitration Association. The arbitrator shall promptly obtain such information regarding the matter as he deems advisable and shall decide with dispatch the matter and render a written decision which shall be delivered to the parties. Any such decision shall be a conclusive determination of the matter and shall be binding upon each party (or successor in interest), and shall not be contested by any party. Each party will be responsible for one-half of the arbitrator's fees and expenses. Judgment upon any arbitration award may be entered and enforced in any court of competent jurisdiction. No dissolution or termination of OHG shall affect or impair any party's rights to arbitrate a dispute under this section.

18. **Attorney's Fees:** In the event of any dispute or action at law, in equity, arbitration or otherwise between the parties in relation to this Agreement, the party that does not substantially prevail, in addition to any other sums which such party shall be required to pay pursuant to the terms and conditions of this Agreement, at law, in equity, arbitration or otherwise, shall also be required to pay to the party that does substantially prevail all costs and expenses of such litigation, including reasonable attorney fees.

19. **Choice of Law:** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia without reference to its choice of laws provisions.

20. **Consent to Jurisdiction and Venue:** Hansen hereby irrevocably submits to the exclusive jurisdiction and venue of the Circuit Courts of the Cities of Norfolk or Virginia Beach, Virginia, in any action or proceeding arising out of, or relating to, this Agreement and Hansen hereby irrevocably agrees that all claims in respect of any such action or proceeding may be heard and determined in such Court. Subject to the arbitration provisions of Section 17, Hansen agrees that a final judgment in any such action or proceeding shall, to the extent permitted by applicable law, be conclusive and may be enforced in any other jurisdiction in any suit on a judgment obtained herein, or in any other manner provided by applicable law related to the enforcement of judgments.

21. **Opportunity to Full Review:** Hansen understands the nature of the burdens imposed by the covenants contained in this Agreement and Hansen acknowledges that he is entering into this Agreement of his own volition and that he has been given the opportunity to have the Agreement reviewed by persons of his choosing. Hansen represents that upon careful review, he knows of no reason why any term of this Agreement is not reasonable and enforceable.

22. **Severability:** It is the intention of the parties that the provisions of the restrictive covenants herein shall be enforceable to the fullest extent permissible under the applicable law. If any clause or provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, then the remainder of this Agreement shall not be affected thereby. In lieu of each clause or provision of this Agreement which is illegal, invalid or unenforceable, there shall be added, as part of this Agreement, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and as may be legal, valid and enforceable. Should any provision or covenant in this Agreement or any other agreement be breached by OHG, the remaining covenants and provisions including those in Sections 9, 10, 11 and 12 shall nevertheless remain in full force and effect, each being independent and severable.

23. **Succession and Assignability:** Except as otherwise expressly stated herein, the obligations of Hansen under this Agreement shall survive and continue after the cessation of Hansen's employment however such cessation is effected and shall be binding on Hansen's heirs, executors, legal representatives and assigns. Such obligations shall inure to the benefit of any successors or assigns of OHG. Hansen specifically agrees that in the event of a sale of all or substantially all of the assets or interests of OHG, or any other event or transaction resulting in a change of ownership or control of OHG's business, the rights and obligations of the parties hereunder shall inure to the benefit of any transferee, purchaser, or future owner of OHG's business. This Agreement may be assigned only by OHG.

24. **Modification:** The provisions of this Agreement may not be modified, except by a written instrument, signed by the party against whom such modification is sought to be enforced.

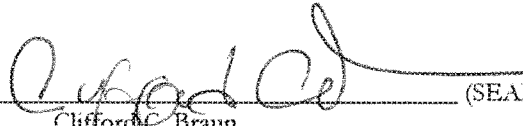
25. **Survival:** Any provision of this Agreement which imposes any obligation upon Hansen which may extend beyond the term of this Agreement shall survive the termination of this Agreement.

26. **Non-Waiver:** The failure of OHG at any time to require the performance by Hansen of any of the provisions, covenants and conditions hereof shall in no way affect its right thereafter to enforce the same; nor shall the waiver by OHG of any breach of this Agreement, term, provision, covenant or condition hereof be taken or held to be a waiver of any succeeding breach of any agreement, term, provision, covenant or condition. The failure by either party to require performance by any other employee of any provision, covenant or condition in that employee's employment agreement shall in no way affect OHG's right to enforce this Agreement or any covenant herein.


27. **Entire Agreement:** This Covenant embodies the entire agreement and understanding of both parties in respect to the subject matter contained herein.

28. **Representation:** Hansen hereby represents and warrants that he is not subject to any restrictive covenants or other obligations that would interfere with his ability to fully perform his responsibilities for OHG. Hansen shall indemnify and hold OHG harmless from any damages, liabilities, costs or expenses, including attorney fees, as a result of the breach or inaccuracy of this representation.

OHG INNOVATIVE TECHNOLOGIES, LLC

By:  (SEAL)
Clifford C. Braun

Date: 5/15/12

By:  (SEAL)
Mark A. Hansen

Date: 5/15/12

**SCHEDULE A
TO EMPLOYMENT AGREEMENT**

1. Hansen's position shall be: Director - Product Development and Quality Assurance. Start date shall be May 16, 2012.
2. Hansen's base salary will be \$120,000.00 per year, to be paid in accordance with company policy. Hansen will receive performance evaluations at least annually and salary increases will be based on performance as reflected in these reviews.
3. Hansen shall be entitled to the benefits of his Restricted Unit Agreement, provided under separate cover.
4. Hansen will be required to maintain his security clearance at least at its current level.
5. Hansen shall initially be entitled to three weeks personal time, but personal time cannot be carried from one year to another and no payments will be made in lieu of unused personal time. Personal time will increase as stated in the Employee Manual as may be amended from time to time.
6. Hansen will be eligible to participate in all Company benefit plans that are provided to other employees, as amended from time to time, which currently include health, dental, long-term care and life insurance.
7. Hansen will be eligible to participate in the Company's 401K and Profit Sharing Plan in accordance with the terms and conditions of that Plan, as amended from time to time.
8. Hansen's job responsibilities will include product design and development, quality control over manufactured parts/products, technical assistance with current and potential customers, design and implementation of marketing plans and sales support as needed.

**SCHEDULE B
TO EMPLOYMENT AGREEMENT**

NONDISCLOSURE AND CONFIDENTIALITY AGREEMENT

Attached

NONDISCLOSURE AGREEMENT

THIS NONDISCLOSURE AGREEMENT ("Agreement") is made and entered into as of _____, 2012, (the "Effective Date") by and between OHG INNOVATIVE TECHNOLOGIES, LLC, having its principal address and place of business at 5916 Seminole Trail, Barboursville, Virginia 22923, PO Box 800, Ruckersville, Virginia 22968-0800, (herein collectively referred to as the "Owner") and MARK A. HANSEN, an employee of OHG INNOVATIVE TECHNOLOGIES, LLC ("Recipient").

WHEREAS, Owner owns certain confidential and proprietary information; and

WHEREAS, Recipient is an employee of OHG INNOVATIVE TECHNOLOGIES, LLC and will have access to such proprietary and Confidential Information.

NOW THEREFORE, in consideration of the foregoing, the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Confidential Information. As used herein, "Confidential Information" shall mean any information which is disclosed by Owner to Recipient in any form, manner or media unless excluded below. All information related orally shall be understood to be included in the category of Confidential Information unless specifically identified as being non-confidential. Confidential Information shall include, but is not limited to, the Owner's financial or business information, customer or employee information, marketing or business strategies, business ideas, pricing information; trade secrets, records, files, plans, blueprints, specifications, documents, letters; or any other product or service, components or improvements; or any other information relating to Owner.

Confidential Information shall not include any information that:

- a. was in the public domain at the time of Owner's communication of the information to Recipient through no fault or wrongful act of Recipient;
- b. entered the public domain through no fault or action of the Recipient subsequent to the time of Owner's communication thereof to Recipient;
- c. was in Recipient's possession through no fault or action of Recipient and free of an obligation to keep the information confidential at the time of Owner's communication of the information to Recipient;
- d. was rightfully communicated to Recipient through no fault or action of Recipient by a third party subsequent to the time of Owner's communication to Recipient, and provided that the third party was free of any obligation to keep the information confidential at the time it made such communication to Recipient; or

2. Other Definitions. The term "Affiliate" means a parent entity or subsidiary or entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with Owner. "Control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise.

3. Limited Use of Confidential Information. Recipient shall not disclose Owner's Confidential Information to any third party. Recipient shall use the Confidential Information solely and exclusively to benefit and serve Owner. Recipient shall not use the information: (1) for any purpose that provides no benefit to the Owner; (2) for any purpose that could have an adverse or detrimental effect on Owner or its business; or (3) for any purpose specifically prohibited by the Owner in writing whether or not otherwise allowed by this Agreement. Without limiting the generality of the foregoing, Recipient shall not use, pursue or exploit any Confidential Information for its own benefit or the benefit of others except in providing services to benefit Owner.

4. Term of Agreement. This Agreement shall expire five (5) years after the cessation of Recipient's employment with OHG INNOVATIVE TECHNOLOGIES, LLC.

5. Return of Confidential Information. Recipient will, at any time upon the request of Owner, and in any event upon a decision by either party not to pursue a potential business relationship or potential business

transaction, immediately return all Confidential Information furnished by Owner to Recipient together with all copies thereof and immediately destroy any document, electronic or other file or any similar item which constitutes a summary or compilation of, or otherwise contains, any of Owner's Confidential Information. Upon Owner's request, Recipient will provide Owner with a written certification that all of Owner's Confidential Information has been returned or destroyed as required by this Paragraph.

6. Procedure With Respect To Legally Required Disclosure. Recipient will notify Owner within forty-eight (48) hours of obtaining knowledge of a legal obligation to disclose any Confidential Information (by oral question; interrogatories; requests for information, documents or admissions; subpoena; civil investigative demands; the regulations of any governmental entity or regulatory authority; or similar process) so that Owner may seek an appropriate protective order and/or waive the Recipient's compliance with the provisions of this Agreement. If Recipient has complied with the provisions of this Paragraph and Owner either waives the provisions of this Agreement or is unsuccessful in obtaining a protective order, Recipient can disclose Confidential Information but only to the extent specifically required by the legal obligation.

7. Injunctive Relief. The parties recognize that, in the event Recipient breaches any of the provisions of this Agreement, Owner will suffer irreparable damage for which Owner has no adequate remedy at law. Therefore, in the event of a breach of this Agreement, the parties hereto agree that, in addition to any other remedies that may be available to the Owner at law or equity, the Owner shall be entitled to injunctive relief including a temporary restraining order. Recipient hereby waives any requirement for a bond in connection with an injunction and/or temporary restraining order.

8. Applicable Law/Jurisdiction/Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia without giving effect to its conflict of law principles. With respect to any controversy, argument or claim arising out of or relating to this Agreement, or any breach thereof (including, but not limited to, a request for emergency relief) whether in contract, tort or otherwise, the parties hereby consent to jurisdiction and venue in any state or federal court located in the Cities of Norfolk or Virginia Beach, Virginia. The foregoing does not restrict the party seeking an injunction or to enforce this Agreement from doing so in other jurisdictions or venues.

9. Counterparts. This Agreement may be executed in counterparts, all executed counterparts constituting one Agreement.

10. Successors and Assigns. This Agreement shall be binding upon the Recipient's heirs, executors and administrators.

11. Amendment, Modification and Waiver. No amendment, waiver or modification of this Agreement shall be effective unless contained in a written instrument signed by both parties. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.

12. Attorneys' Fees. In the event Recipient breaches the terms of this Agreement, the Owner may collect all costs and expenses, including reasonable attorney fees incurred by Owner that relate to the breach.

IN WITNESS WHEREFORE, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the date first above written.

OHG INNOVATIVE TECHNOLOGIES, LLC

By _____
(Signature)

Mark A. Hansen, Recipient