# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5090204

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
RICHARD JAMES MARTIN	08/06/2018
GREGORY LOUIS BENDER	07/09/2018
HENRY JOHN RICHERT	07/05/2018
THOMAS WELLS BRIGNALL JR.	08/30/2010

#### **RECEIVING PARTY DATA**

Name:	DEFENSE HOLDINGS, INC.
Street Address:	9105-B OWENS DRIVE
Internal Address:	SUITE 201
City:	MANASSAS PARK
State/Country:	VIRGINIA
Postal Code:	20111

#### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	14312008

#### **CORRESPONDENCE DATA**

**Fax Number:** (888)737-1649

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.

**Phone:** 9198890914

Email: docket@OLIVELAWGROUP.COM

Correspondent Name: OLIVE LAW GROUP, PLLC

Address Line 1: 125 EDINBURGH SOUTH DRIVE

Address Line 2: SUITE 220

Address Line 4: CARY, NORTH CAROLINA 27511

T-1-1 All1	
DATE SIGNED:	08/09/2018
SIGNATURE:	/Ronald A. Rudder/
NAME OF SUBMITTER:	RONALD A. RUDDER
ATTORNEY DOCKET NUMBER:	558-03-UTIL

Total Attachments: 35

PATENT REEL: 046772 FRAME: 0675

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PATENT REEL: 046772 FRAME: 0676

#### **ASSIGNMENT**

WHEREAS, We, Richard James Martin of Delaplane, Virginia; Gregory Louis Bender of Alexandria, Virginia; Thomas Wells Brignall Jr., of Marcellus, Michigan; and Henry John Richert of Clover, South Carolina (hereinafter "Assignor"), have invented certain new and useful improvements in PHOTOLUMINESCENT ILLUMINATORS FOR PASSIVE ILLUMINATION OF SIGHTS AND OTHER DEVICES, for which Application was made on June 23, 2014, as U.S. Utility Patent Application Serial No 14/312,008.

AND, WHEREAS, Defense Holdings, Inc., having its principal office and place of business at 9105-B Owens Drive, Suite 201, Manassas Park, Virginia 20111 (hereinafter "Assignee"), is desirous of acquiring an interest therein.

NOW, THEREFORE, To Whom It May Concern, be it known that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors have assigned and by these presents does hereby sell, assign, transfer, and convey unto the Assignee, its successors and assigns, their entire right, title, and interest in and to the invention and application, including the right to sue for past infringements and any other prior occurring rights, provided any such rights exist, and in and to any and all domestic and foreign patent applications filed on the invention, and in and to any and all continuations, continuations-in-part, or divisions thereof, and in and to any and all Letters Patent of the United States of America, and all foreign countries or reissues thereof which may be granted therefor or thereon, for the full end of the term for which said Letters Patent may be granted, together with his right to claim the priority of said application in all foreign countries in accordance with the International Convention, the same to be held and enjoyed by said Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignors if this assignment and sale had not been made. Assignors further assign to Assignee the right to claim entitlement and/or priority to any applications that entitlement or priority may be claimed for this or any later filed application. The assignment of the right to claim entitlement and/or priority is executed *mme pro tune* and is considered effective as of the filing date of the earliest application to which priority and/or entitlement is claimed.

Assignors hereby request that said Letters Patent be issued in accordance with this assignment.

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Assignors further covenant and agree that, at the time of the execution and delivery of these presents. Assignors possess full title to the invention and application above-mentioned, and that he has the unencumbered right and authority to make this assignment.

Assignors further covenant and agree, and likewise bind their heirs, legal representatives and assigns, to promptly communicate to said Assignee or its representatives any facts known to him relating to said invention, to testify in any interference or legal proceedings involving said invention, to execute any additional papers which may be requested to confirm the right of the Assignee, its representatives, successors and assigns to secure patent or similar protection for the said invention in all countries and to vest in the Assignee complete title to the said invention and Letters Patent, without further compensation, but at the expense of said Assignee, its successors, assigns and other legal representatives.

<< Signature Page Follows >>

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Richard James Martin

Witnessed by:

Executed this 4 day of July, 2018.

**Gregory Louis Bender** 

Witnessed by:

Name Sender 7/9/2018

Name Date

Date

Date

Name



August 21, 2013

Sent via Certified Mail #7012 3460 0001 0557 7035

Mr. Thomas W. Brignall Jr. 14766 Elm Drive Marcellus, MI 49067

Dear Tom:

This letter responds to your verbal refusal to comply with the request of DHi's patent counsel to execute a PCT General Power of Attorney ("POA") and Assignment (attached herewith as Attachment A). I attach to this letter the Confidentiality and Non-Compete Agreement which you agreed as a condition of employment with DHi, and which serves as a legally binding contract between you and DHi. This contractual agreement makes clear that any proprietary material (including patents) which you worked on during your employment with DHi is the property of DHi.

When you accepted your employment offer and signed DHi's Confidentiality and Non-Compete Agreement, you acknowledged ownership of DHi and your obligation to DHi with respect to confidential or proprietary information including patents and trade secrets to which you had access, and any and all work product that was developed, in connection with your employment with DHi. This would include your continuing responsibilities with respect to any IP, work product, and patents submitted during and following your termination of employment with DHi.

In keeping with the POA and Assignment I sent to you via email on August 12<sup>th</sup>, 2013 at approximately 1015AM, a copy of which is attached hereto as Attachment B, I once again request, on behalf of DHi, that you sign the POA despite your verbal refusal to sign, in view of your contractual obligations which you fully accepted and which were not terminated simply because you no longer work for DHi. The fact that you obtained other employment does not in any way negate DHi's ownership interests in its proprietary information and does not relieve you of your contractual obligations.

In fact, the present request for you to execute the POA and Assignment is part of the normal and customary practices necessary for the processing of patent applications. You previously cooperated in this procedure on a related US patent of the technology, so you know the procedure is quite minor. Because of the contractual agreement you entered into with DHi, DHi owns all interests in its proprietary information, including patents, and your verbal refusal to cooperate does not change that fact.

I therefore respectfully request that you reconsider your earlier verbal decision and that you sign the attached POA and Assignment. Your continuing refusal to sign the POA would constitute a material business issue for DHi and breach of your contractual agreement with DHi which would require a final resolution. You and I have had a very good relationship for almost 10 years, and I desire to resolve this particular matter quickly and amicably and would hope you would agree.

Manassas Park Headquarters • 9105-B Owens Drive, Suite 201 • Manassas Park, VA 20111-4040 • www.dh-inc.com Tel: (703) 334-2858 • Fax: (703) 334-2860 • HR Fax: (703) 334-2862 ISO Registered Since 2003 If your counsel has questions or concerns regarding the POA and Assignment, then they may contact Eckhard H. Kuesters, Esq. directly so that they can proceed with this matter without further delay.

Thank you for your time and consideration in this urgent matter, and I look forward to your positive response.

With best regards.

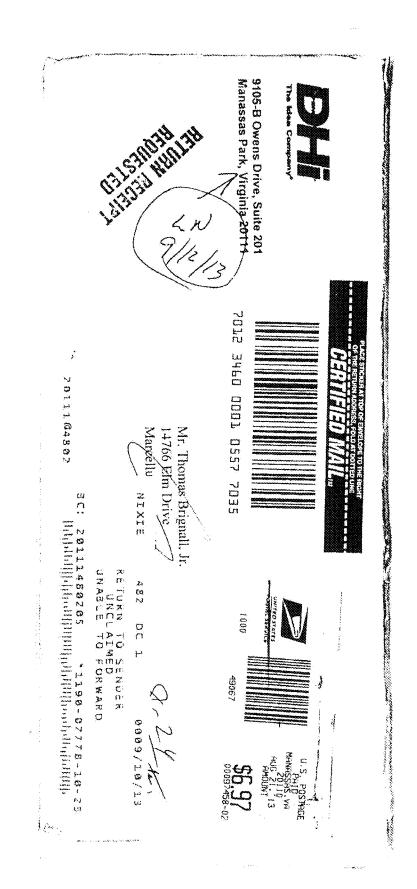
Rich Martin, President and CEO

Richard Mout

Copies:

James F. Autry, Esquire Culin, Sharp, Autry & Day, P.C. 4124 Leonard Drive Fairfax, VA 22030, U.S.A.

Eckhard H. Kuesters, Attorney at Law OBLON, SPIVAK, McCLELLAND, MAIER&NEUSTADT, L.L.P. 1940 Duke Street Alexandria, VA 22314, U.S.A.



PATENT REEL 0467826 FRAME: 0684



August 30, 2010 via e-mail & USPS

Mr. Thomas W. Brignall Jr. 14766 Elm Drive Marcellus, MI 49067

Dear Tom:

Your support as a subcontractor to DHi over the last five years has been highly favorable. Your recent letter to me expressing your recent separation from Safe Passage and Glow Tech, LLC and your desire to come aboard DHi, and our recent telephone conversations have all been very positive. As a result, I am pleased to offer you a position as Director, Commercial Photoluminescent Marketing and Sales, reporting directly to Mr. Hank Richert in his capacity as Vice President, Marketing and Sales. Initially, your base compensation will be at an annual rate of \$60,000.00. Your start date, if you accept this offer, shall be on or about September 7<sup>th</sup>, 2010. In accordance with the Fair Labor Standards Act, you are defined as an "exempt" employee and this compensation rate is fixed regardless of the numbers of hours worked. You may also be eligible for additional compensation in the form of a performance bonus based on sales.

I am proposing below three goals you are to accomplish in the 2010/2011 calendar years that are based on our discussions and the requirements of the Company:

1. You will serve in the capacity as Director, Commercial Photoluminescent Marketing and Sales. During an initial 3 month period, you will be expected to work closely with me, Hank Richert, and Herb Jones. In this particular goal, your first priority will be to learn more about the Company, and each of the key personnel in the Company. Upon your employment, you will be expected to meet with each of the Executive Tearn to become completely knowledgeable of our current customer base, our core competencies, and the array of business opportunities potentially open to us. Once comfortable, we will employ your vast experience and you will work as a member of our Executive Team so we may effectively and efficiently succeed in achieving our desired Business Development goals. Expect that we will focus on your extensive network and your understanding of the business development process here at DHi while incorporating new policies and approaches along the way to achieve success.

Carporate Headquarters • 1005 North Glebe Road • Suite 500 • Arlington, VA 22201-5718 • www.dh-inc.com
Tel: (703) 682-5560 • Fax: (703) 682-5562 • ISO Registered Since 2003

- You are to work with our Business Development Team to develop a New Order Input (NOI) for the upcoming fiscal year that begins in January 2011. This NOI shall list programs/projects with dollar volume by customer. This task is to be completed to my satisfaction by November 30, 2010. This plan shall be updated annually with the specific objective of identifying and pursuing at least two areas of new business that capitalize on our core competencies and strategic direction. In this regard, your overall objective should be to focus the Company's opportunities in areas other than those we are already well established so that we can broaden our overall customer base and need for long term diversity.
- 3. You will be expected to review DHi's complete list of past and current consultants and sub-contractors and to utilize your networking and creativity to evaluate potential areas of new business opportunity. This effort is to be integrated into the NOI described in item 1 above and coordinated with myself and our Business Development Team.

We have discussed your willingness to re-locate to Virginia or North Carolina in the future, significantly dependent on how successful we are in the PL business, and where the best needs of DHi are served. At this time, and for the foreseeable future, we have agreed to allow your employment to begin in Michigan. I believe we have both agreed that it will take some time before we have enough data to intelligently define whether a re-location would make sense, and so this will be shelved for future discussions, as may be deemed appropriate. While the location of your employment is being determined and since you will initially be working from your home office, you will also be requested to review and sign a Telecommute Agreement.

Please note that nothing stated in this letter or in any of our prior discussions regarding the terms of your employment will serve as an employment contract or a guarantee of continued employment. Your employment at DHi is entered into voluntarily. You and DHi have the option of terminating the relationship at any time, with or without cause. This letter supersedes all prior discussions and agreements.

By accepting this offer and signing our Confidentiality and Non-compete Agreement, you are also acknowledging your continuing obligations to DHi with respect to confidential or proprietary information and trade secrets to which you may have access, and work product that may be developed, in connection with your employment with DHi. This would include, but not be limited to, information as to the identity of DHi's personnel and their rates of compensation, identities of DHi's clients and prospects and their business needs and DHi's specialized methods and products and other similar items.

As a full-time employee of DHi, you will be eligible for a wide range of benefits, including but not limited to medical and dental insurance, short and long term disability, basic life and AD&D insurance, and participation in the Company 401(K) Plan and educational assistance. These add a significant and, in many cases, tax advantaged component of your total compensation package.

In addition, you will accrue Paid Time Off (PTO) at the rate of <u>25</u> days per year. Further, you will be eligible for 10 paid Federal holidays annually. The majority of the benefits commence on your first day of employment. Our benefits program will be described to you in detail during your New Employee Orientation.

On your first day of employment you will be asked to complete Section 1 of the Federal Form 1-9 and provide supporting documentation regarding your identity and employment eligibility. Completion of this form is a condition of employment with the Company, as it enables us to comply with Homeland Security regulations which require employers to verify the identity and employment eligibility of all new employees at the time of their hire.

As a further condition of employment, we will need to complete at least three employment references. In addition, employment is contingent upon completion of a satisfactory background check.

Tom, I welcome your enthusiasm and strong desire to join our team as a DHi employee. You have a wealth of experience, knowledge, and contacts that we hope to capitalize on over the next 3-5 years. I am confident that you can play a key role on helping DHi continue its record of growth and profitability.

Please indicate your acceptance of this offer by signing where indicated below and returning the original and Confidentiality Agreement to Irene A. Martin, Vice President, Administration. An additional copy is enclosed for your records.

Sincerely.

Richard J. Martin

President/Chief Executive Officer

I have read, understand, and accept the provisions of this offer of employment. I understand that my actual employment is contingent upon satisfactory completion of the items specified above.

Signature

Thomas W. Brignall, Jr.

Accepted Date

Starting Date

Attachments:

Envelope

Copy of Offer Letter

Confidentiality Agreement

**Background Forms** 

#### Telecommuting Agreement for Thomas W. Brignall, Jr.

Telecommuting is a voluntary agreement between the manager/supervisor and the employee (telecommuter). This agreement begins on 9/8/2011 and continues for the following twelve months, through 9/8/2012, and must be renewed annually thereafter. Employee may terminate participation in telecommuting at any time unless it was a condition of employment. This agreement does not after the "employment at will" relationship between employee and employer, and employment can be discontinued at any time by either party for any reason or for no reason.

The employee will telecommute from the following alternative work site:

Home Address: 14766 Elm Drive, Marcellus, MI 49067

Telephone 269-646-0009

The employee's work hours will be at the alternative work site. The employee is expected to be available to work at the central workplace occasionally if department needs necessitate change to operate effectively. The employee is responsible for accurately completing timesheets in accordance with DHi's timekeeping policy. When scheduled to work, the employee agrees to be available during the assigned business hours agreed upon by employee and manager for communication through such methods as dedicated phone number (land line or cellular), voice mail, modern, fax, etc., and agrees to respond within thirty (30) minutes. Employee initiated schedule changes, including but not limited to leave requests, must be with advance approval by the manager.

The employee agrees to perform the duties and responsibilities as assigned by manager. The employee understands that his personal vehicle will not be used for DHi business unless specifically authorized by the manager.

The salary and benefits of the employee will remain the same as if the employee were working at the DHi worksite. The employee agrees to abide by all DHi policies and procedures, as well as this telecommuting plan. Any accident or injury occurring at the alternate worksite must be brought to the immediate attention of the supervisor or the Human Resources Manager. Workers' Compensation coverage applies only if employees are injured during the course of performing their job duties. See Attachment 1 for Safety Guidelines.

The employee agrees to provide a secure location for DHi owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than DHi. The employee understands that any use of DHi equipment may be monitored at any time as such equipment is owned by DHi. Further, all equipment, records, and materials provided by DHi shall remain DHi property. The employee agrees to allow DHi reasonable access to its equipment and materials.

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#### Illli equipment and materials provided to Thomas W. Brignall, Jr. include:

1 Latitude D610 S/n#: 65thr91 DHi#: DH00174

Windows XP Office 2003 512mb ram CD Burner

Wirless Network card

A/C adapter Nylon Laptop bag

1 17" Flat Panel Monitor sin#: en-0y4299-71618-621-ax5j DHi#: DH00218

1 Docking Station with A/C adapter

Dell V515 W All-In-One color inkjet printer USB Cable

(1) Office desk Executive chair

# Employee provided required equipment and materials include:

Combination wired/wireless router, password protected. Connected to the internet by a broadband line. All equipment protected by a surge protector.

The employee may choose to use his/her equipment for telecommuting. DHi will not pay for maintenance or repairs of privately owned equipment.

The employee agrees to return DHi equipment, records, and materials within 3 days of termination of this agreement, or termination of employment, whichever is the earliest, to DHi's Manassas Park Office, 9105-B Owens Drive, Suite 201, Manassas Park, VA 20111.

DHi will not be liable for damages to the employee's property resulting from participation in this telecommuting plan and agreement. In signing this agreement, the employee verifies that the home office provides work space that is free of safety and fire hazards. See Attachment 1.

DHi agrees to pay for the following expenses:

- · Maintenance and repairs to DHi owned equipment
- Equipment supplies if pre-approved by the manager
- DHI will not maintain employee's internet connection and home network as that should be handled by the employee and his/her Internet Service Provider

The employee will submit claims for reimbursement in accordance with DHi policies and procedures.

Page 2 of 4



DHi will not pay for the following expenses:

- Maintenance or repairs of employee owned equipment
- Utility costs associated with the use of the computer or use of the home

Management retains the right to modify this agreement on a temporary basis as a result of business necessity (e.g., the employee may be required to come to DHi on a particular day), or as a result of an employee request supported by the manager.

The employee agrees that he is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations

The employee acknowledges that he has read this Telecommuting Plan and agrees to its terms.

Employee's signature and date:

Thomas W. Brignall.

10/2011

Manager's signature and date:

Richard J. Martin

Date

Human Resources Manager's signature and date:

Irene Martin

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Safety Guidelines Checklist	a mad air a Tha
he following checklist is designed to assess the overall safety of the homer articipating employee should complete the checklist, sign and date it, and upon isor (and retain a copy for his or her own records).	
ofervisor (and retain a copy for ins or ner own recentus).	Please Check
emperature, noise, ventilation, and lighting levels should be adequate or maintaining your normal level of performance.	Ø
lectrical equipment is free of recognized hazards that would cause shysical harm (frayed wires, bare conductors, loose wires or fixtures,	
exposed wiring on the ceiling or walls).	. up.
Working area should be equipped with sufficient electrical outlets to accommodate all necessary equipment safely.	☑/ /
Aisles, doorways, and corners should be free of obstructions to permit isibility and movement.	Ø,
ile cabinets and storage closets must be arranged so drawers and doors do not enter into walkways.	<u> </u>
Phone lines, electrical cords, and surge protectors should be secured under a desk or alongside a baseboard.	— ⊠— /
Work area should be large enough to safely accommodate all equipment, wiring, and so on without posing a risk of hazard to the employee.	
Must have comfortable chair with adequate back support.	<u> </u>
Employee's Signature	Date 9/13/20

# Telecommuting Agreement for Thomas W. Brignall, Jr.

Telecommuting is a voluntary agreement between the manager/supervisor and the employee (telecommuter). This agreement begins on 9/7/2010 and continues for the following twelve months, through 9/7/2011, and must be renewed annually thereafter. Employee may terminate participation in telecommuting at any time unless it was a condition of employment. This agreement does not alter the "employment at will" relationship between employee and employer, and employment can be discontinued at any time by either party for any reason or for no reason.

The employee will telecommute from the following alternative work site:

Home Address: 14766 Elm Drive, Marcellus, MI 49067

Telephone: 269-646-0009

The employee's work hours will be at the alternative work site. The employee is expected to be available to work at the central workplace occasionally if department needs necessitate change to operate effectively. The employee is responsible for accurately completing timesheets in accordance with DHi's timekeeping policy. When scheduled to work, the employee agrees to be available during the assigned business hours agreed upon by employee and manager for communication through such methods as dedicated phone number (land line or cellular), voice mail, modem, fax, etc., and agrees to respond within thirty (30) minutes. Employee initiated schedule changes, including but not limited to leave requests, must be with advance approval by the manager.

The employee agrees to perform the duties and responsibilities as assigned by manager. The employee understands that his personal vehicle will not be used for DHi business unless specifically authorized by the manager.

The salary and benefits of the employee will remain the same as if the employee were working at the DHi worksite. The employee agrees to abide by all DHi policies and procedures, as well as this telecommuting plan. Any accident or injury occurring at the alternate worksite must be brought to the immediate attention of the supervisor or the Human Resources Manager. Workers' Compensation coverage applies only if employees are injured during the course of performing their job duties. See Attachment 1 for Safety Guidelines.

The employee agrees to provide a secure location for DHi owned equipment and materials, and will not use, or allow others to use, such equipment for purposes other than DHi. The employee understands that any use of DHi equipment may be monitored at any time as such equipment is owned by DHi. Further, all equipment, records, and materials provided by DHi shall remain DHi property. The employee agrees to allow DHi reasonable access to its equipment and materials.

DHi equipment and materials provided to Thomas W. Brignall, Jr. include:

Brignall, Thomas Brignall, Thomas Dell 17" FP Monitor Latitude D610

cn-0y4299-71618-621-ax5j 65ttr91

dh00218 dh00174

1 Latitude D610

s/n#: 65tlr91 DHi#: DH00174

Windows XP Office 2003 512mb ram

CD Burner

Wirless/Network card

A/C adapter Nylon Laptop bag

1 17" Flat Panel Monitor

s/n#: cn-0y4299-71618-621-ax5j

DHI#: DH00218

1 Docking Station with A/C adapter

Dell V515 W All-In-One color inkjet printer **USB** Cable

The employee agrees to return DHi equipment, records, and materials within 3 days of termination of this agreement, or termination of employment, whichever is the earliest, to DHi's Arlington Office at 1005 N. Glebe Road, Suite 500, Arlington, VA 22201.

The employee may choose to use his/her own equipment for telecommuting. DHi will not pay for maintenance or repairs of privately owned equipment. Employee provided equipment and materials include:

Computer with Windows XP/Windows 7. Office 2003/2007/2010

Minimum computer requirements Pentium 4 or better, 512mb Ram, 40GB harddrive or greater,

CD Burner, and Network/Wireless Card.

Network/Wireless card.

Connected to the internet by a DSL line or cable.

Surge protector for computer equipment.

DHi will not be liable for damages to the employee's property resulting from participation in this telecommuting plan and agreement. In signing this agreement, the employee verifies that the home office provides work space that is free of safety and fire hazards. See Attachment 1.

DHi agrees to pay for the following expenses:

- Maintenance and repairs to DHi owned equipment
- · Equipment supplies if pre-approved by the manager
- DHI will not maintain employee's internet connection and home network as that should be handled by the employee and his/her Internet Service Provider

The employee will submit claims for reimbursement in accordance with DHi policies and procedures.

DHi will not pay for the following expenses:

- Maintenance or repairs of employee owned equipment
- Utility costs associated with the use of the computer or use of the home

Management retains the right to modify this agreement on a temporary basis as a result of business necessity (e.g., the employee may be required to come to DHi on a particular day), or as a result of an employee request supported by the manager.

The employee agrees that he is responsible for tax and insurance consequences, if any, of this arrangement, and for conforming to any local zoning regulations.

The employee acknowledges that he has read this Telecommuting Plan and agrees to its terms.

ee Name Date
Parl 4/1/10
r Date

Human Resources Manager's signature and date:

4/7/2

Safety Guidelines Checklist	
The following checklist is designed to assess the overall safety worksite. The participating employee should complete the che it, and return it to his or her supervisor (and retain a copy for his records).	cklist, sign and date
	Please Check
Temperature, noise, ventilation, and lighting levels should be adequate for maintaining your normal level of performance.	
Electrical equipment is free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires or fixtures, exposed wiring on the ceiling or walls).	<b>Ø</b>
Working area should be equipped with sufficient electrical outlets to accommodate all necessary equipment safely.	
Aisles, doorways, and corners should be free of obstructions to permit visibility and movement.	
File cabinets and storage closets must be arranged so drawers and doors do not enter into walkways.	
Phone lines, electrical cords, and surge protectors should be secured under a desk or alongside a baseboard.	
Work area should be large enough to safely accommodate all equipment, wiring, and so on without posing a risk of hazard to the employee.	EĮ .
Must have comfortable chair with adequate back support.	
Employee's Signature	Date: 47777

# CONFIDENTIALITY AND NON-COMPETE AGREEMENT

Thomas W. Brignall, Jr. makes this Confidentiality and Non-Compete Agreement ("Agreement") on this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2010, with Defense Holdings, Inc., a corporation organized and existing under the laws of the Commonwealth of Virginia.

WHEREAS, Defense Holdings, Inc. (DHi) has placed considerable trust and confidence in Thomas W. Brignall, Jr. and DHi and Thomas W. Brignall, Jr. acknowledge that there are legal and commercial realities associated with their rights, including the protection of DHi's Confidential Information and customer relationships, which were acquired by DHi at significant cost and effort; and

WHEREAS, Thomas W. Brignall, Jr. agrees that in consideration of his/her employment with DHi, Inc. and of the salary or wages paid for his/her services in the course of such employment, he/she will adhere to the following agreements:

# 1. Protection of Confidential Information

Thomas W. Brignall, Jr. hereby acknowledges, understands and agrees that whether developed by Thomas W. Brignall, Jr. or others employed by or associated with DHi, all Confidential Information, as set forth in Section 2, is owned by and is the exclusive and confidential property of DHi and shall be at all times regarded, treated and protected as such in accordance with this Agreement. Failure to mark any writing confidential shall not affect the confidential nature of such writing or the information contained therein.

# 2. Definition of Confidential Information

"Confidential Information" shall mean information, whether or not originated by Thomas W. Brignall, Jr., which is used in DHi's business and is (i) proprietary to, about or created by DHi; (ii) gives DHi some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to the interests of DHi; (iii) designated as Confidential Information by DHi, or from all the relevant circumstances should reasonably be assumed by Thomas W. Brignall, Jr. to be confidential and proprietary to DHi; or (iv) not generally known by non-DHi personnel. Such Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing or designated as confidential):

a. Work Product. Work product resulting from or related to work or projects performed or to be performed by Thomas W. Brignall, Jr. for DHi or for clients of DHi, including but not limited to the interim and final lines of inquiry, hypotheses, research and conclusions related thereto and the methods, processes, procedures, analysis, techniques and audits used in connection therewith:

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- b. Other Proprietary Data. Information relating to DHi's proprietary rights prior to any public disclosure thereof, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, test data and test results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets):
- c. Business Operations. Internal DHi personnel and financial information, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, and the manner and methods of conducting DHi's business;
- d. Marketing and Development Operations. Marketing and development plans, price and cost data, price and fee amounts, pricing and billing policies, quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of DHi which have been or are being discussed; and
- e. Customers. Names of customers and their representatives, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by clients of DHi.

# 3. Exclusions from Confidential Information

"Confidential Information" shall not include information publicly known and the general skills and experience gained during Thomas W. Brignall, Jr. 's work with DHi which Thomas W. Brignall, Jr. could reasonably have been expected to acquire in similar work with another company. The phrase "publicly known" shall mean readily accessible to the public in a publication, which includes both written and electronic publication. The burden of proving that information or skills and experience are not Confidential Information shall be on the party asserting such exclusion.

# 4. Covenants of THOMAS W. BRIGNALL, JR.

As a consequence of Thomas W. Brignall, Jr. 's acquisition of Confidential Information while employed by DHi, Thomas W. Brignall, Jr. has or will have occupied a position of trust and confidence with respect to DHi's affairs and business. In view of the foregoing and of the consideration to be provided to Thomas W. Brignall, Jr., Thomas W. Brignall, Jr. agrees that it is reasonable and necessary that Thomas W. Brignall, Jr. make the following covenants:

- a. Non-Competition. For a period of eighteen (18) months following the end of his/her employment with DHi, Thomas W. Brignall, Jr. will not, for the purpose of diverting business from DHi, directly or indirectly sell, market or otherwise provide any client or previously identified prospective client of DHi, products or services similar to, related to, or otherwise in competition with the products or services sold or distributed by the DHi Directorate to which he/she is assigned or has performed work. DHi may, solely at its discretion, waive all or a portion of this paragraph.
- b, No Disclosure. While employed by DHi and for a three year period following termination of employment from DHi, Thomas W. Brignall, Jr. will not disclose Confidential Information to any person or entity, without first obtaining DHi's consent, and will take all reasonable precautions to prevent inadvertent disclosure of such Confidential Information. This prohibition against Thomas W. Brignall, Jr. 's disclosure of Confidential Information includes, but is not limited to, disclosing the fact that any similarity exists between the Confidential Information and information independently developed by another person or entity, and Thomas W. Brignall, Jr. understands that such similarity does not excuse Thomas W. Brignall, Jr. from abiding by his or her covenant or other obligations under this Agreement.
- c. No Use, Copying or Transfer. While employed by DHi and for a three year period following termination of employment from DHi, Thomas W. Brignall, Jr. will not use, copy or transfer Confidential Information without first obtaining DHi's consent, and will take all reasonable precautions to prevent inadvertent use, copying or transfer of such Confidential Information. This prohibition against Thomas W. Brignall, Jr. 's use, copying, or transfer of Confidential Information includes, but is not limited to, selling, licensing or otherwise exploiting, directly or indirectly, any products or services which embody or are derived from Confidential Information, or exercising judgment in performing analysis based upon knowledge of Confidential Information.

#### 5. Injunctive Relief

It is hereby understood and agreed that damages shall be an inadequate remedy in the event of a breach by Thomas W. Brignall, Jr. of any of said covenants and that any such breach by Thomas W. Brignall, Jr. will cause DHi great and irreparable injury and damage. Accordingly, Thomas W. Brignall, Jr. agrees that DHi shall be entitled, without waiving any additional rights or remedies otherwise available to DHi at law or in equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by Thomas W. Brignall, Jr. of any of said covenants.

#### 6. Miscellaneous

- a. Governing Law. This Agreement will be governed and construed in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of laws or principles thereof. Any suit brought hereon shall be brought in the state or federal courts sitting in Virginia.
- b. Severability. In case any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed as if such provision(s) had never been contained herein, provided that such provision(s) shall be curtailed, limited or eliminated only to the extent necessary to remove the invalidity, illegality or unenforceability.
- c. Waiver. No waiver by DHi of any breach by Thomas W. Brignall, Jr. of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.
- d. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to Thomas W. Brignall, Jr. 's confidentiality and nondisclosure obligations.

AGREED:

Defense Holdings, Inc.:

By Richard J. Martin, its President

Employee: 🗇

Thomas W. Brignall, Jr.

# A HALHMENT B TO BRIGNALL LETTER OF AUG 21, 2013

# Martin, Richard

From:

Martin, Richard

Sent:

Monday, August 12, 2013 10:15 AM

To:

'BrignallJr@aol.com', Bender, Greg, Hank Richert (hank.richert@bgbtechnology.com)

Subject:

Forms for signature

Gents.

I don't think the forms sent need to be notarized, just witnessed. Please get them back to me as soon as practical. Thanks,

Rich

Rich Martin, President and CEO Defense Holdings, Inc. CELL: 703-980-3856 www.dh-inc.com

#### PLEASE NOTE CONTACT INFORMATION BELOW

DHi

9105-B Owens Drive, Suite 201 Manassas Park, VA 20111

OFFICE PHONE: 703-334-2866 (Direct)

OFFICE FAX: 703-334-2860

#### Martin, Richard

From:

Martin, Richard

Sent:

Monday, August 12, 2013 9:39 AM

To:

'BrignallJr@aol.com'

Subject:

FW. PCT Patent Application PCT/US2012/071643; Your Ref. PHOTOLUMINESCENT

ILLUMINATOR FOR IRON SIGHTS., Our Ref: 381323 WO

Attachments:

381323WO\_POA-Brignall Jr.pdf; 381323WO\_Assignment.pdf

Importance:

High

Please sign the two attached documents in front of a notary and send back to me ASAP.

Call if any questions

Rich

Rich Martin, President and CLO Defense Holdings, Inc.

CELL: 703-980-3856 www.dh-inc.com

# PLEASE NOTE CONTACT INFORMATION BELOW

DHi

9105-B Owens Drive, Suite 201

Manassas Park, VA 20111

OFFICE PHONE 703 334 2866 (Direct)

OFFICE FAX: 703-334-2860

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#### PCT

#### GENERAL POWER OF ATTORNEY

The undersigned Applicants hereby appoints the following attorneys, with full powers of substitution and revocation, as agents to act on applicant's behalf before all the competent International Authorities and to make or receive payments on behalf of the undersigned.

Norman F. Oblon	Carl E. Schlier
Marvin J. Spivak	James J. Kulbaski
Arthur I. Neustadt	J. Derek Mason
Richard D. Kelly	Surinder Sachar
Eckhard H. Kuesters	Bradley D. Lytle
Robert F. Pous	James J. Kelly
Charles L. Gholz	Andrew M. Ollis
Stephen G. Baxter	Robert C. Mattson
W. Todd Baker	Philippe J.C. Signore
Daniel J. Pereira	Thomas J. Fisher
Kirsten A. Grüneberg	Edwin D. Garlepp
Stefan U. Koschmieder	Stephen G. Kunin
Scott A. McKeown	Jeffrey B. McIntyre
Ronald A. Rudder	Vincent K. Shier
Frank J. West	Akihiro Yamazaki
Richard L. Treanor	Eric Schweibenz
Jacob Doughty	Andrew Harry
Richard L. Chinn	Tia Fenton
Greg H. Gardella	Kurt Berger
	Zachary Stern
	John S. Kern

It is requested that all correspondence be mailed to the firm of OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, LLP whose Post Office Address is: 1940 Duke Street; Alexandria, Virginia 22314 US.

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#### ASSIGNMENT

Whereas the undersigned, Richard James MARTIN, Gregory Louis BENDER, Thomas Wells BRIGNALL, Jr. and Henry John RICHERT, ("the Assignors") are the inventors of an invention entitled "PHOTOLUMINESCENT ILLUMINATORS FOR PASSIVE ILLUMINATION OF SIGHTS AND OTHER DEVICES" for which they have made application for patents under the provisions of the Patent Cooperation Treaty on February 13, 2013 under No. PCT/US12/71643; and in the United States Patent Office under Serial No. 61/579,881 filed December 23, 2011.

And whereas DEFENSE HOLDINGS, INC., 9105-B Owens Drive, Suite 201, Manassas Park, Virginia 20111, United States of America ("the Assignee") has acquired the rights in the invention, the International patent application, and in any patents which may be granted thereon.

Now therefore, in consideration of the sum of FIVE DOLLARS (\$5.00) and other valuable consideration the receipt of which is hereby acknowledged, the Assignors hereby assign, sell and transfer to the Assignee all rights in the aforesaid invention and International patent application in all member countries of the Patent Cooperation Treaty, including the right to claim priority under the provisions of the Paris Convention and similar treaties, and by this instrument agrees that any patent which may issue in pursuance of the aforesaid International application is the property of, and should be granted to, the Assignees or their heirs or assigns.

Signed at (city and state)	USA, thisday of	2013
Witness Name: Address:		
Witness Name: Address:		_

# 381323WO

Witness	Thomas Wells BRIGNALL, Jr.
Name:	14766 Elm Drive
Address:	Marcellus, Michigan 49067
	United States of America
Witness	Henry John RICHERT
	and the second
Witness Name:Address:	and the second