

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6195184

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
HEAD LITES CORPORATION	06/07/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIRST CHOICE ARMOR & EQUIPMENT, INC.
<b>Street Address:</b>	50 BRAINTREE OFFICE PARK
<b>Internal Address:</b>	SUITE 103
<b>City:</b>	BRAINTREE
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02184
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Patent Number:</b>	7814567
<b>Patent Number:</b>	8256020
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(973)301-8410
<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>	
<b>Phone:</b>	9733607900
<b>Email:</b>	njdocket@gtlaw.com
<b>Correspondent Name:</b>	GREENBERG TRAURIG (NJ)
<b>Address Line 1:</b>	500 CAMPUS DRIVE
<b>Address Line 2:</b>	SUITE 400
<b>Address Line 4:</b>	FLORHAM PARK, NEW JERSEY 07932
<b>ATTORNEY DOCKET NUMBER:</b>	129607-010601 & 010609
<b>NAME OF SUBMITTER:</b>	JUDI CORDO
<b>SIGNATURE:</b>	/Judi Cordo/
<b>DATE SIGNED:</b>	07/10/2020
<b>Total Attachments: 22</b>	
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CONFIDENTIAL

INTELLECTUAL PROPERTY AND COLLABORATION AGREEMENT

FOR

IGRIS™ AND VORTEX™ PROJECTS

THIS AGREEMENT made as of June 7, 2006, between First Choice Armor & Equipment, Inc. ("FCA") of Brockton, Massachusetts and Head Lites Corporation ("HLC"), a Minnesota corporation with offices at 2280 Ventura Drive, St. Paul, Minnesota 55125.

WHEREAS:

- A. FCA is a developer, manufacturer and supplier of body armor and related goods and equipment.
- B. HLC is a well-recognized developer of technologies and products in the field of personal protection.
- C. FCA owns or possesses valuable skill, expertise and intellectual property rights in the areas of body armor and ballistics protection.
- D. HLC possesses valuable skill, expertise and potential intellectual property rights in technologies that may have applications to FCA products.
- E. The Parties desire to enter this Agreement whereby HLC will convey or transfer rights, title and interest to FCA of certain ideas, designs, and technologies and applications of hereinafter described "Component Parts" in exchange for financial and other valuable consideration for HLC using certain technology methods.
- F. The Parties intend that HLC will (1) hold in strict confidence all technical and proprietary information disclosed by FCA; and (2) not compete with FCA in the design, manufacturing, marketing or sale of body armor or substantially similar ballistic protection. FCA will (1)

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hold in strict confidence all technical and proprietary information disclosed by HLC; and (2) not convert any of his intellectual property rights without appropriate consideration as detailed herein.

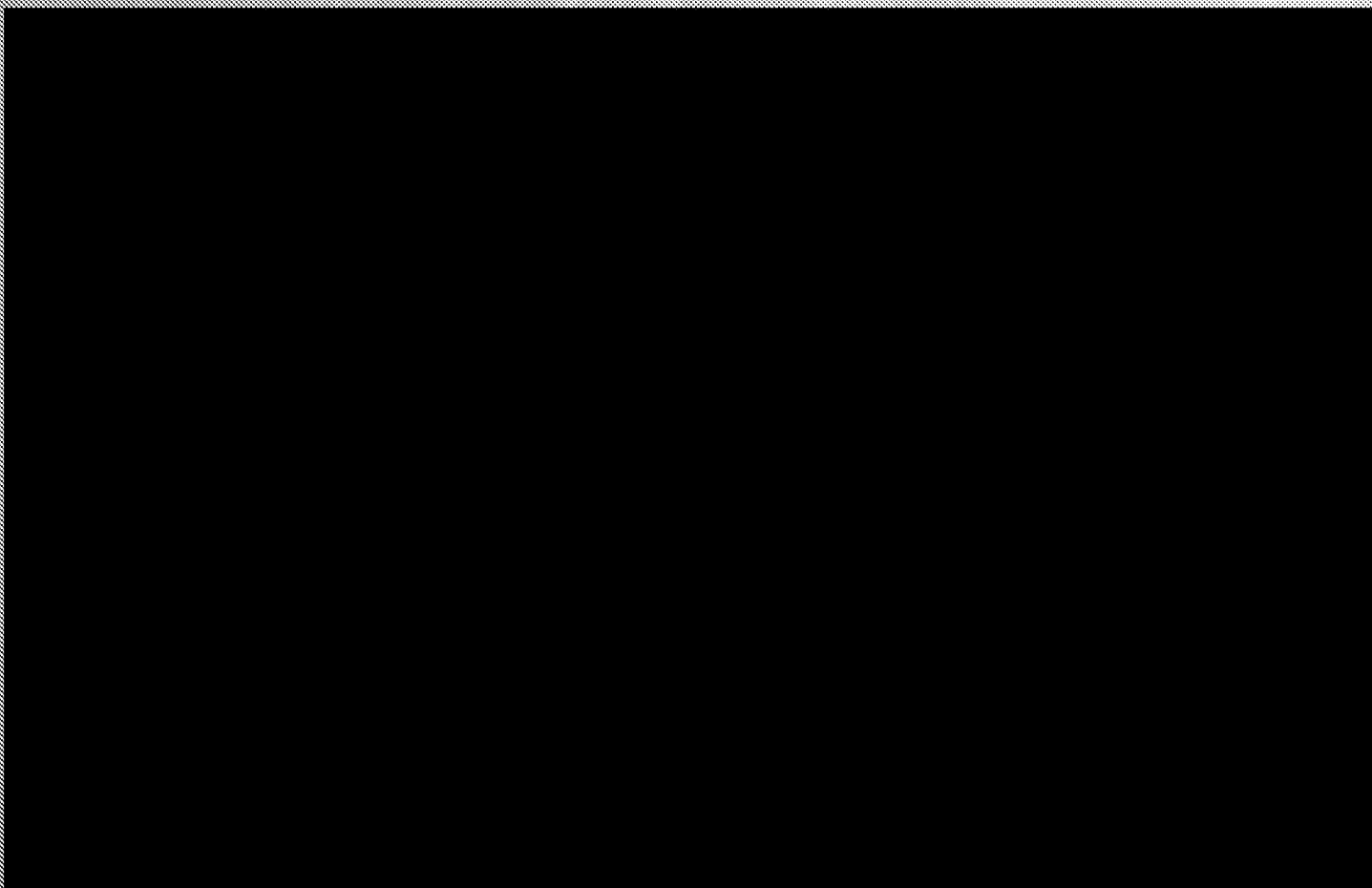
NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows.

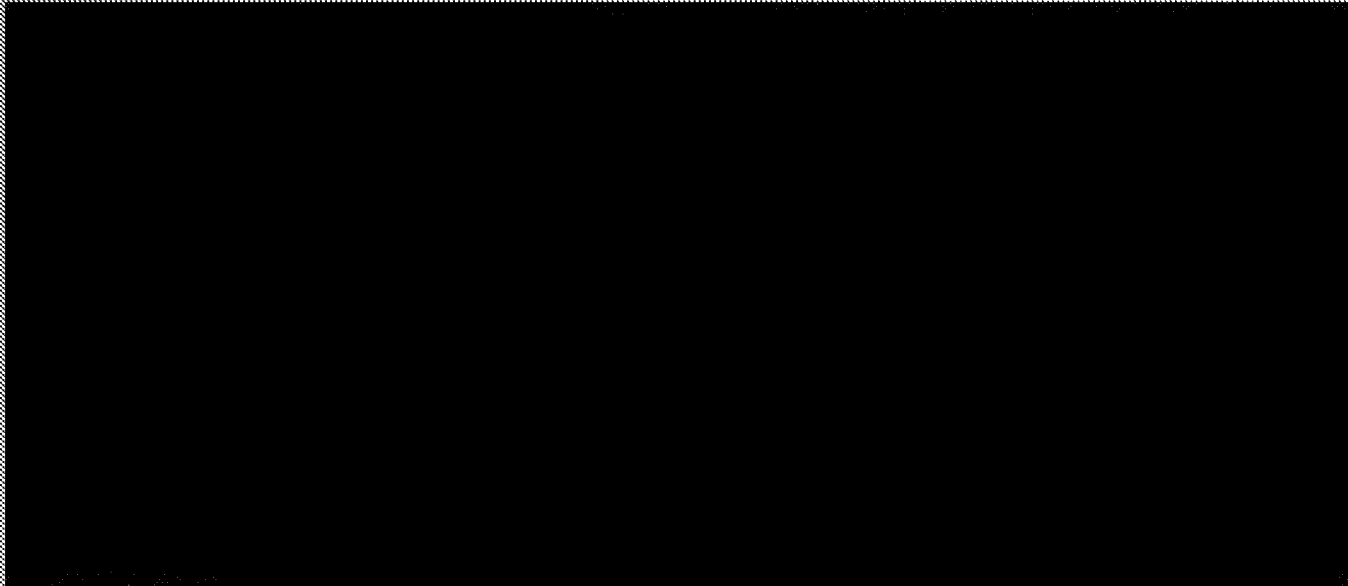
1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the following meanings:

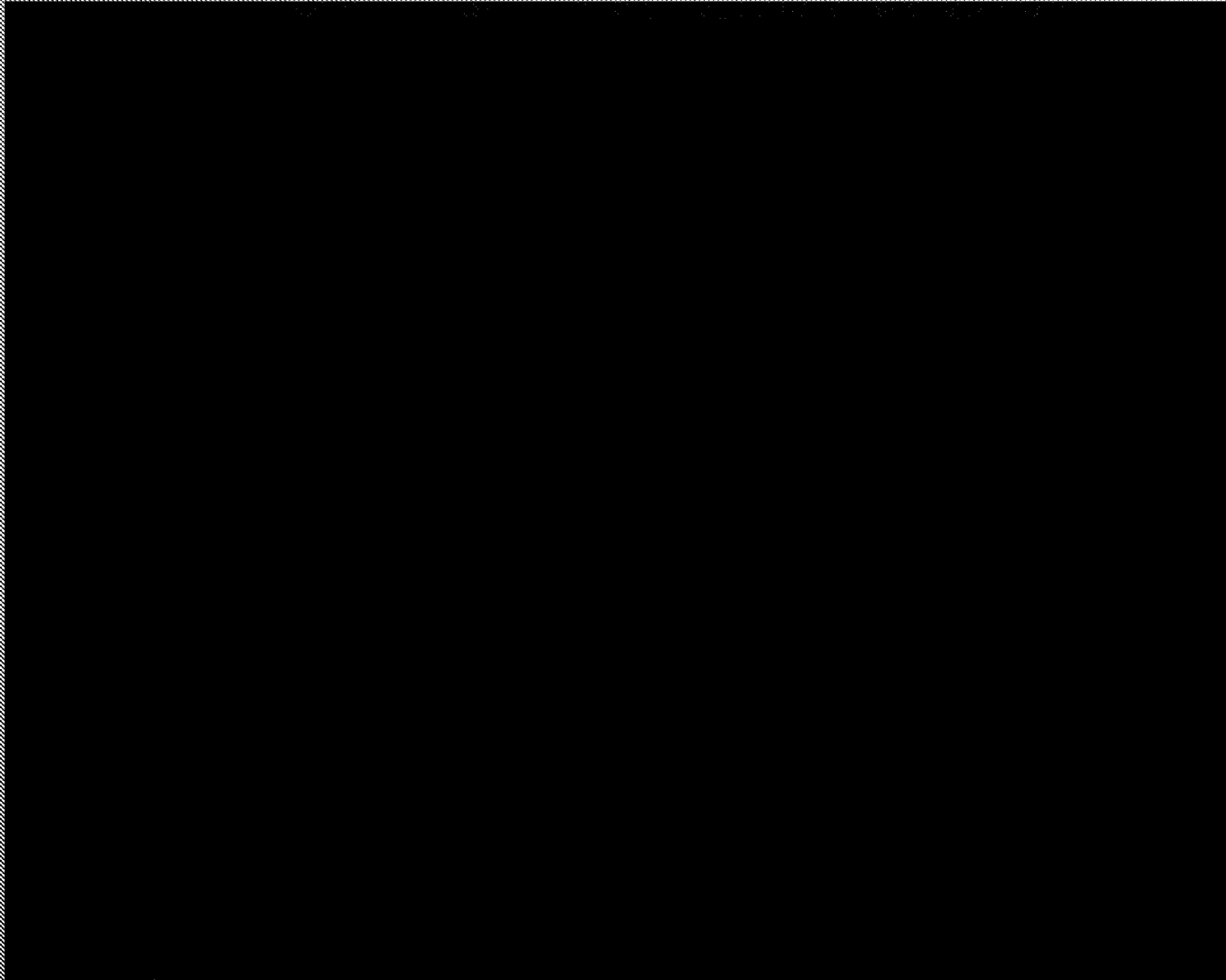



1.2 "COMPONENT PARTS" shall refer to preliminary prototypes of the so-called "Direct Assault Carrier," "IGRIS Release" and "Outer Vest Platform" HLC conceived and which the Parties have together refined and as are further described in Exhibits A, B and C, respectively.



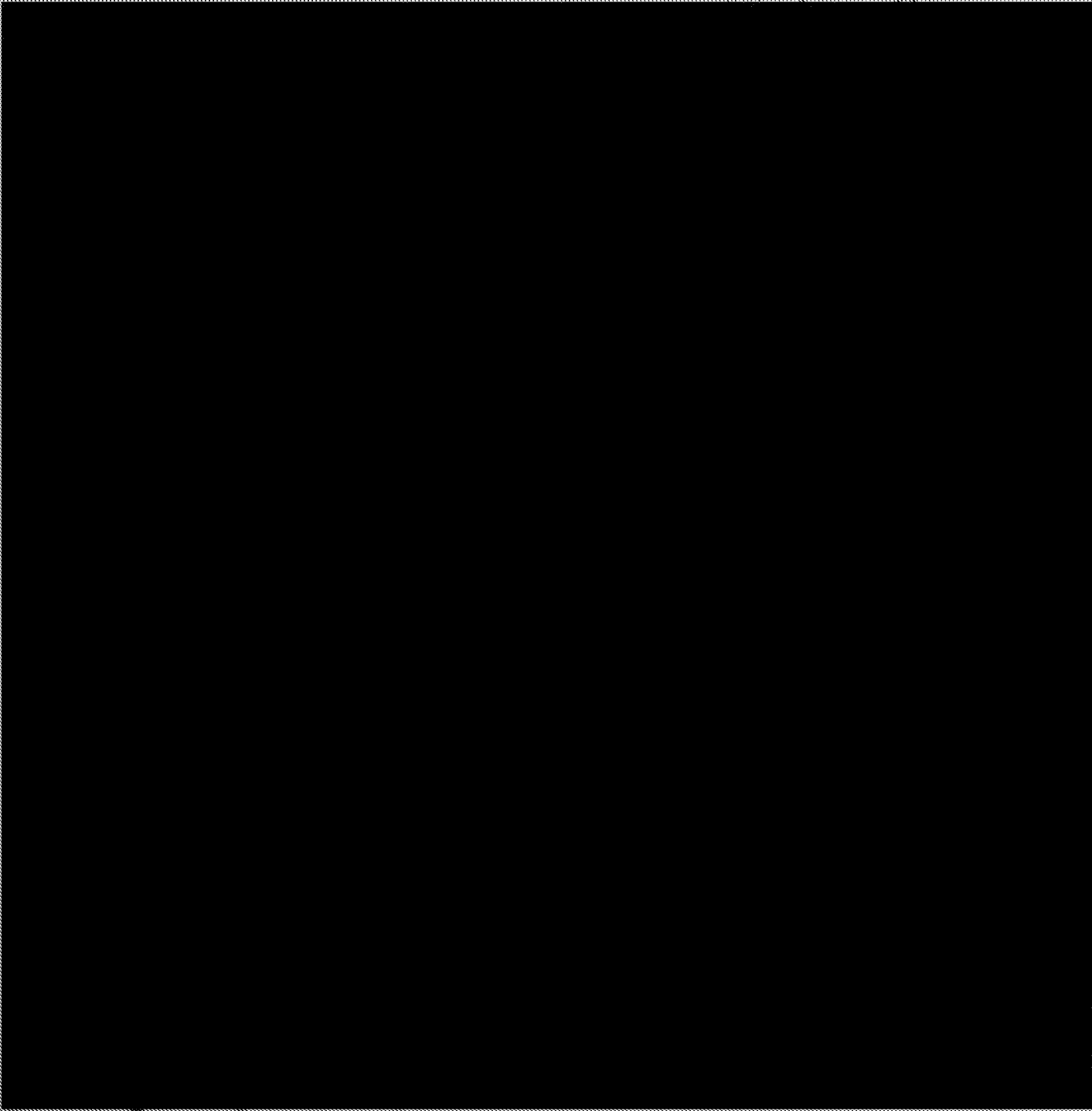


1.10 "INTELLECTUAL PROPERTY" means, collectively, trademarks, patents, copyrights, domain names, trade secrets, know-how and any other proprietary, intellectual property and other rights relating to any or all of the foregoing anywhere in the world.





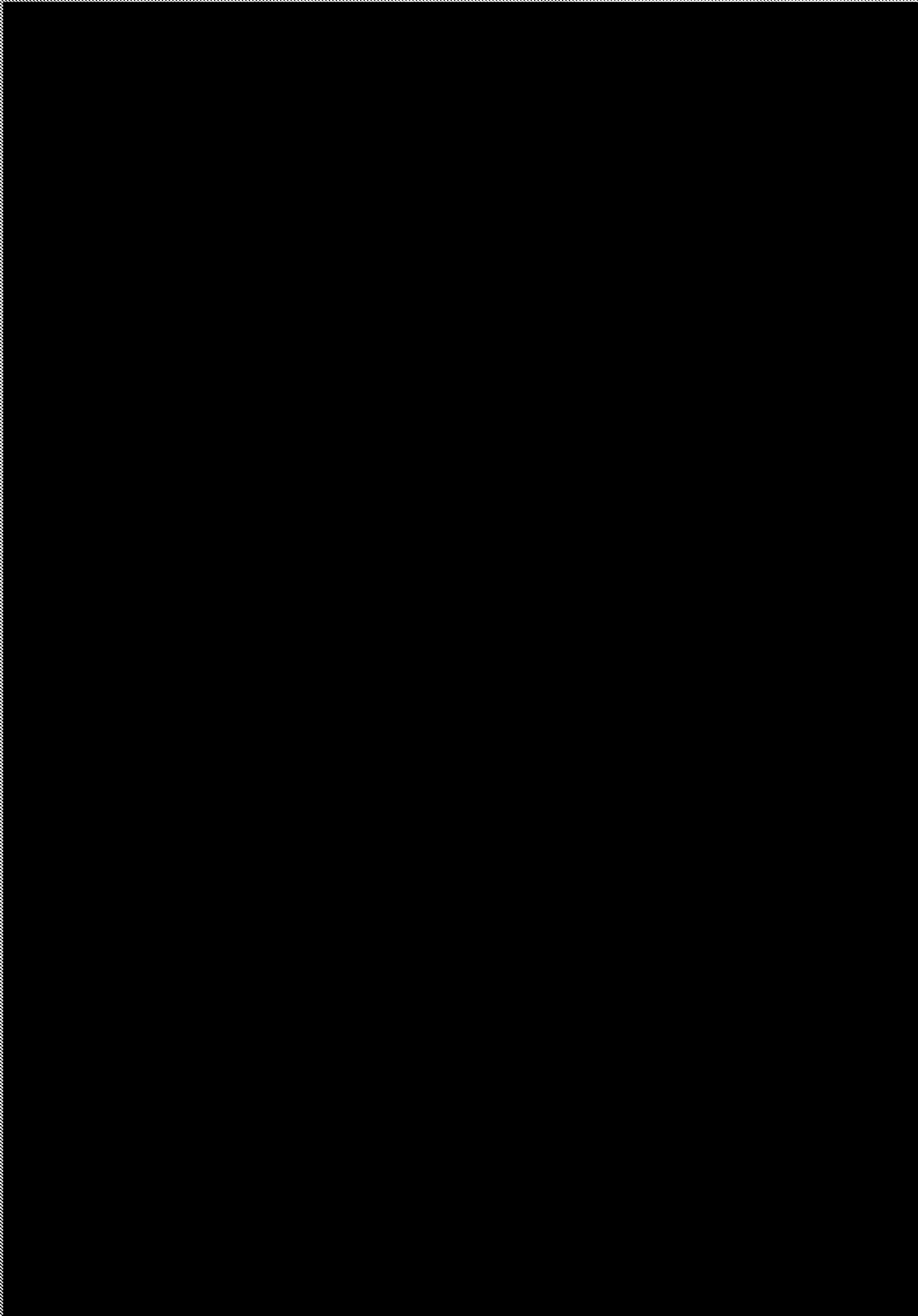
1.14 "PATENT" means any patent or patent application, invention disclosure, and other rights of invention worldwide including, but not limited to, any continuations, continuations-in-part, divisionals, reissues, renewals, provisional patents, reexamined patents, applications for any of the foregoing or other applications or patents claiming the benefit of the filing date of any such application or patent.



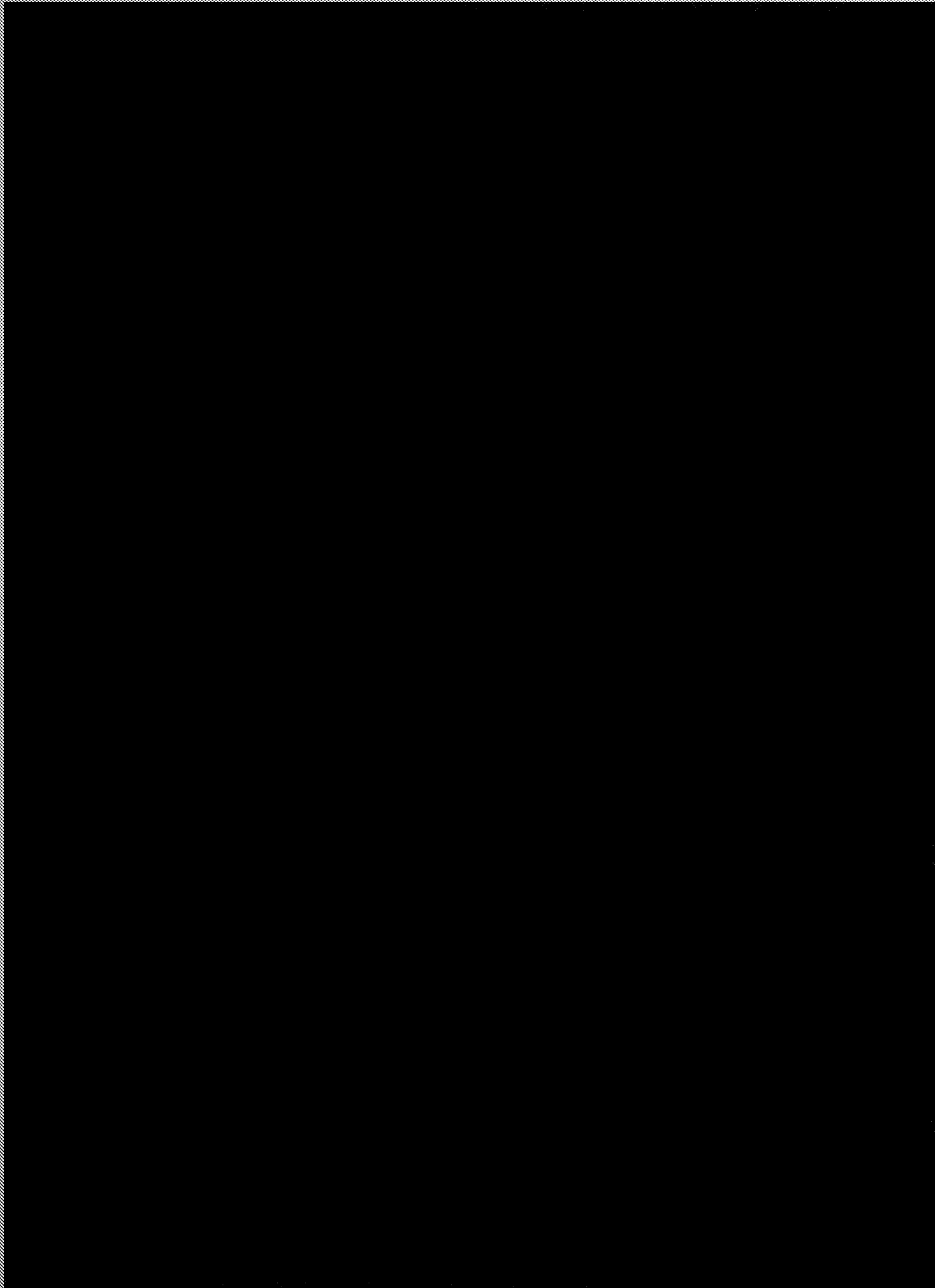
2. GRANT AND SCOPE OF TRANSFER & OWNERSHIP

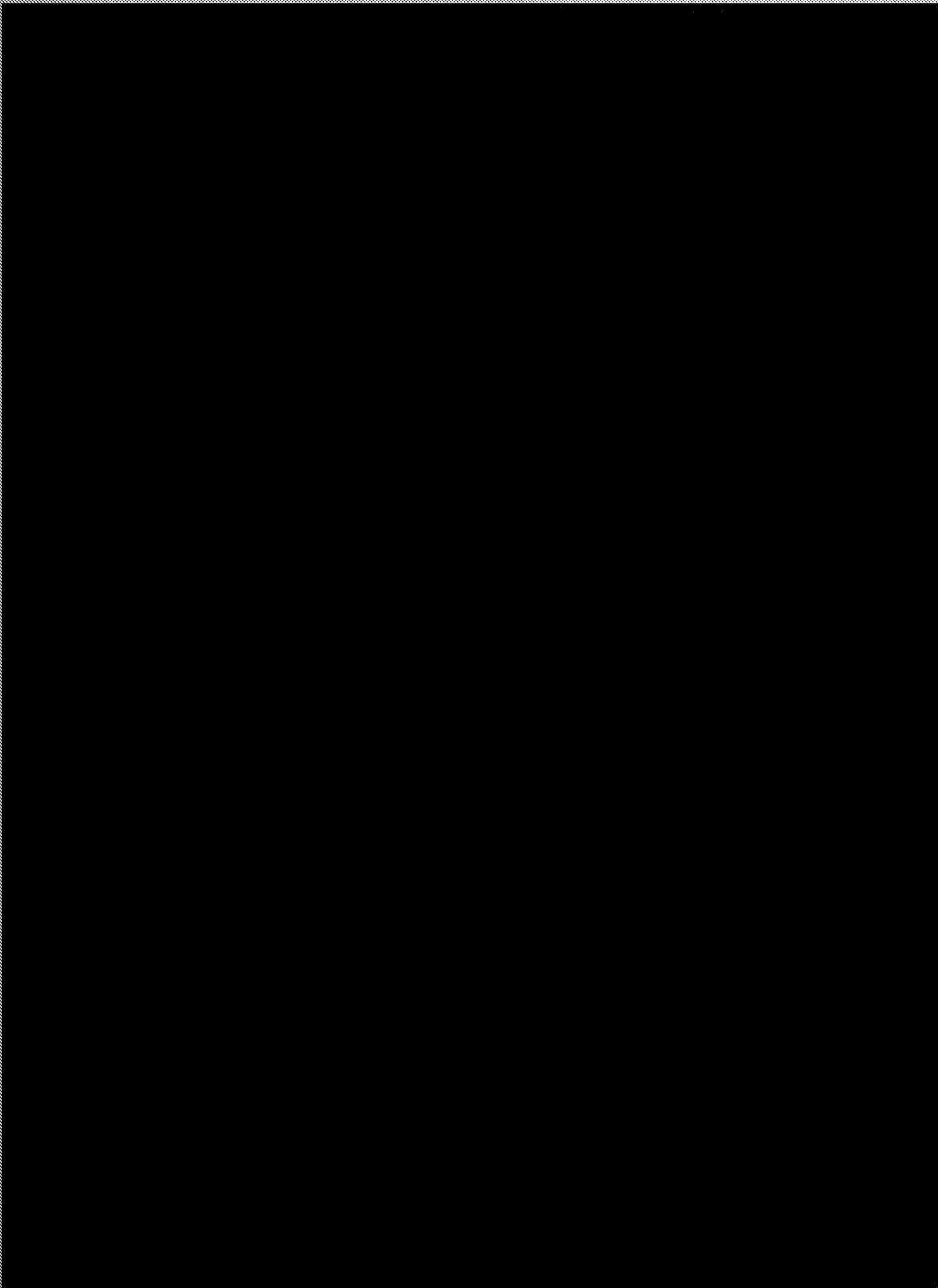
2.1 HLC hereby grants to FCA, and FCA hereby accepts, as of the Effective Date, and as further conditioned and described below, all rights, title to or interest in the HLC Know-How and Component Parts and may use the Component Part prototypes, Development Data, Development Plans, and related concepts to develop, trademark, patent, market, commercialize, manufacture, revise, upgrade, sell and offer for sale Component Parts separately or as a component of Contract Products.

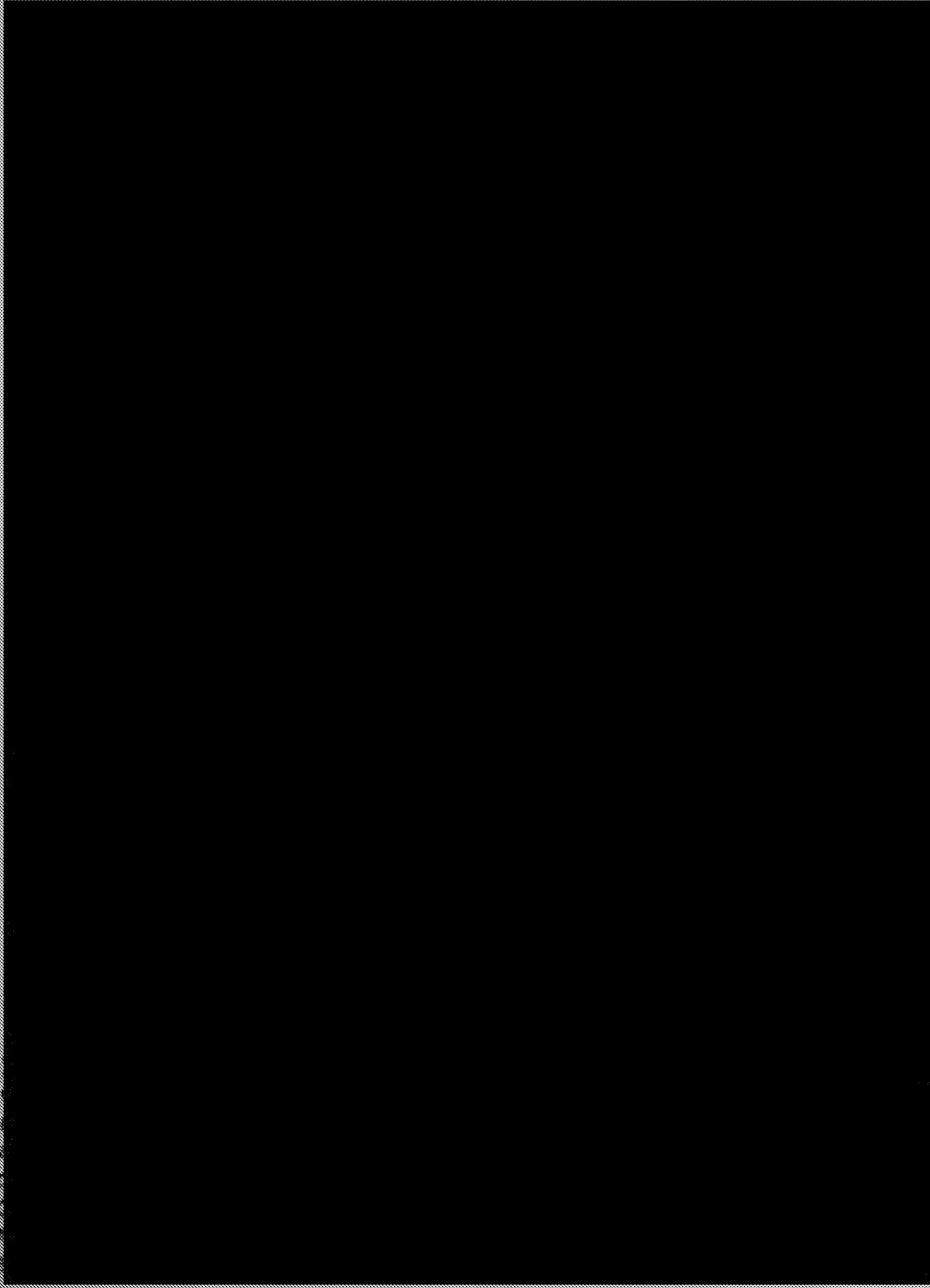
2.2 In consideration of certain, specified financial consideration recited herein and concept development assistance by FCA, HLC and FCA shall own jointly and equally all Intellectual Property rights in the HLC Know-How (including any refinements the Parties conceived together or separately) so that it will own, make, market and sell the resulting Component Parts. FCA and HLC shall jointly own equally (i.e., on a 50% each basis), the HLC Know-How and the Intellectual Property rights therein on a worldwide basis all Patents; intangible rights as may arise under the law of the United States or other countries (including, without limitation, moral rights, rights of attribution and similar rights); applications, registrations, divisionsals, continuations, foreign equivalents, extensions and renewals of any of the foregoing; and the right to sue for, settle and release past, present and future infringements or misappropriation of any of the foregoing.

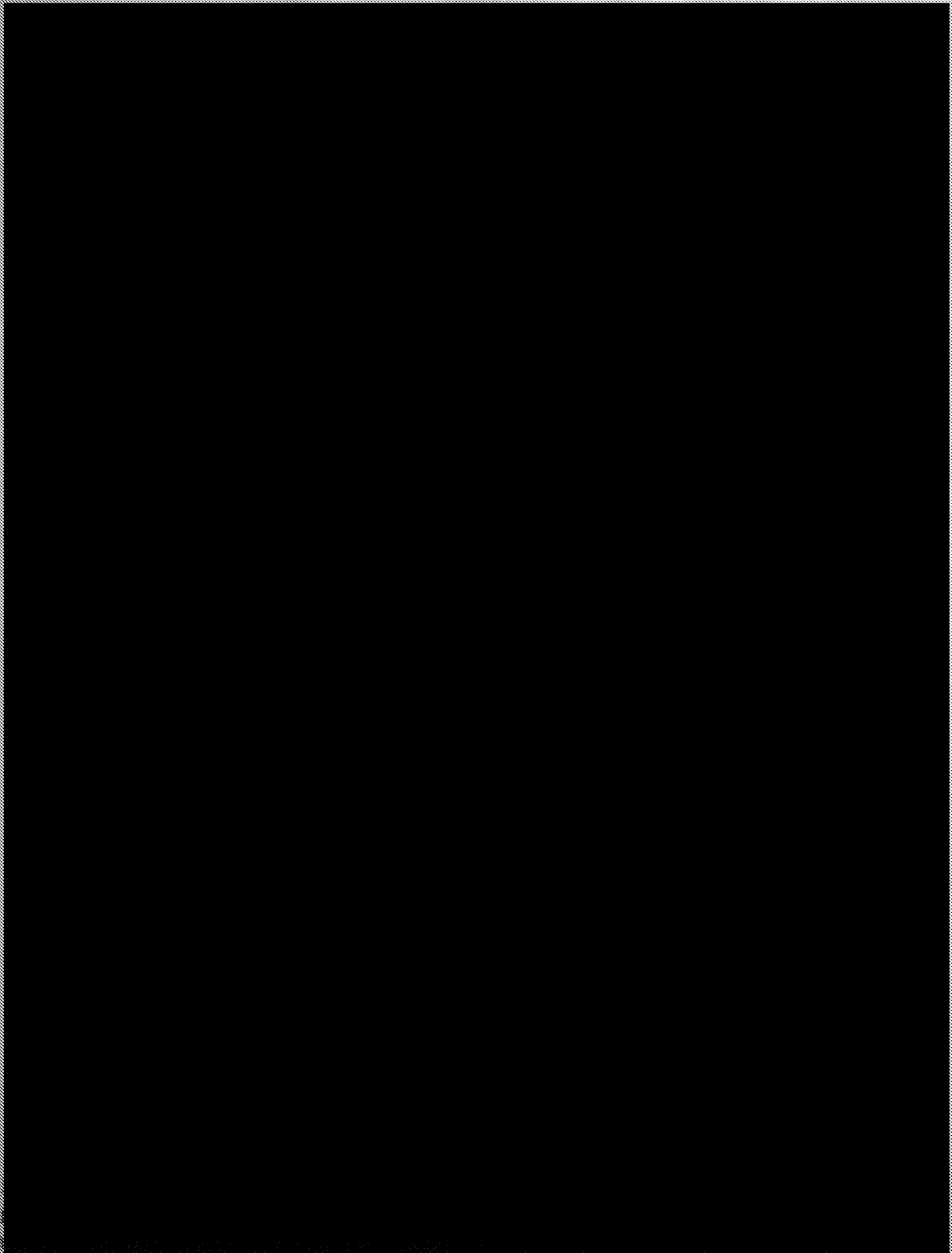


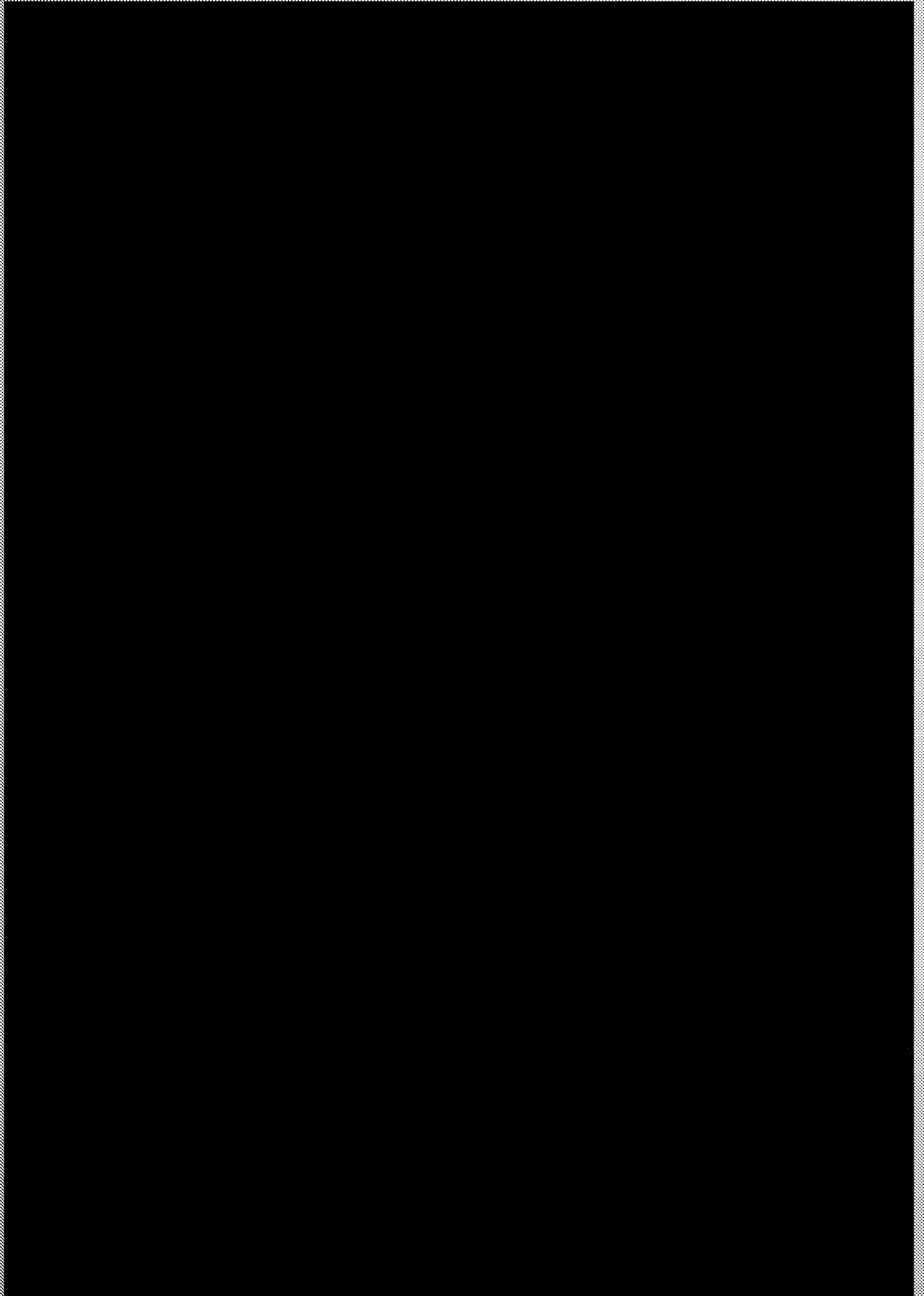




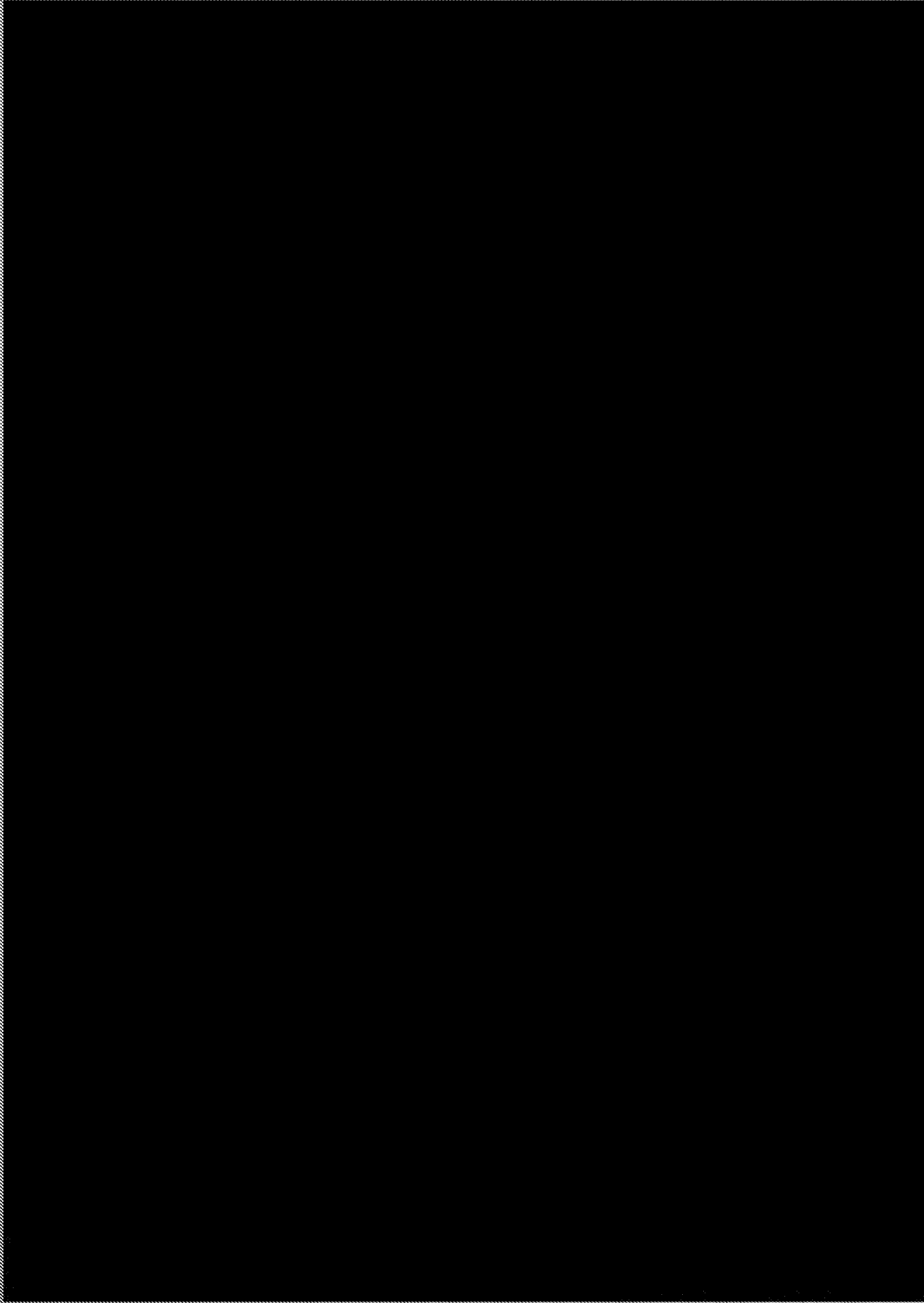


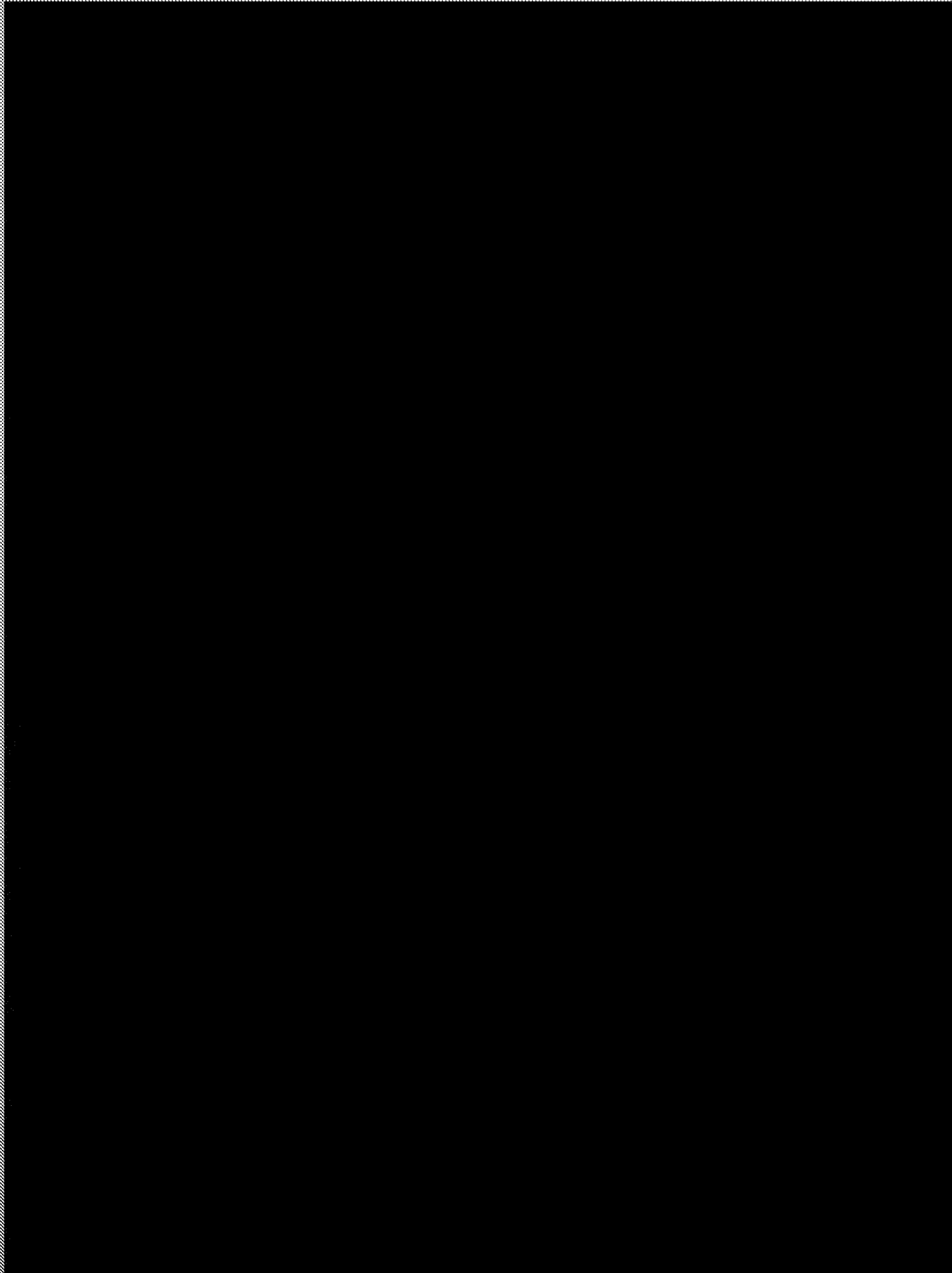


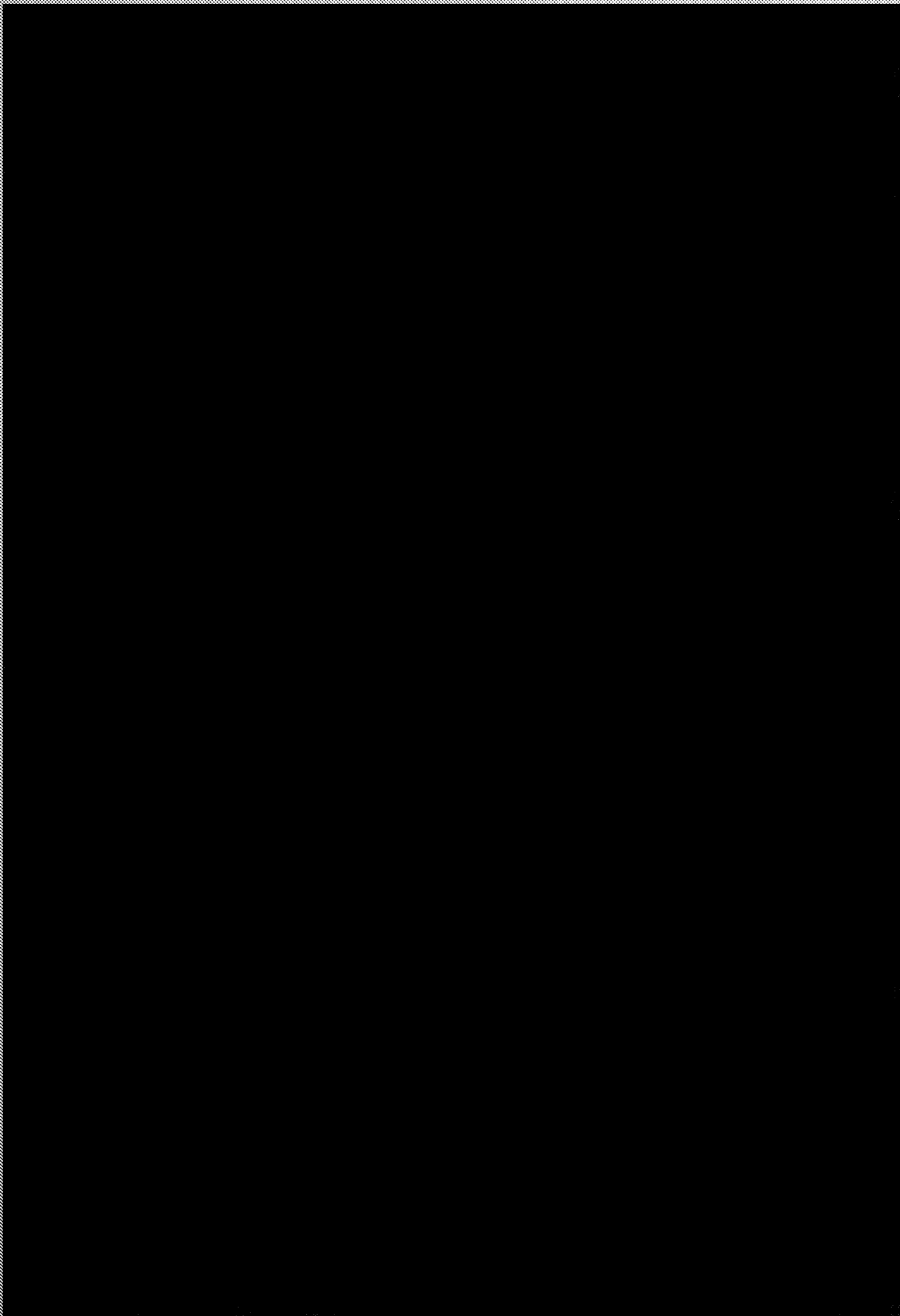




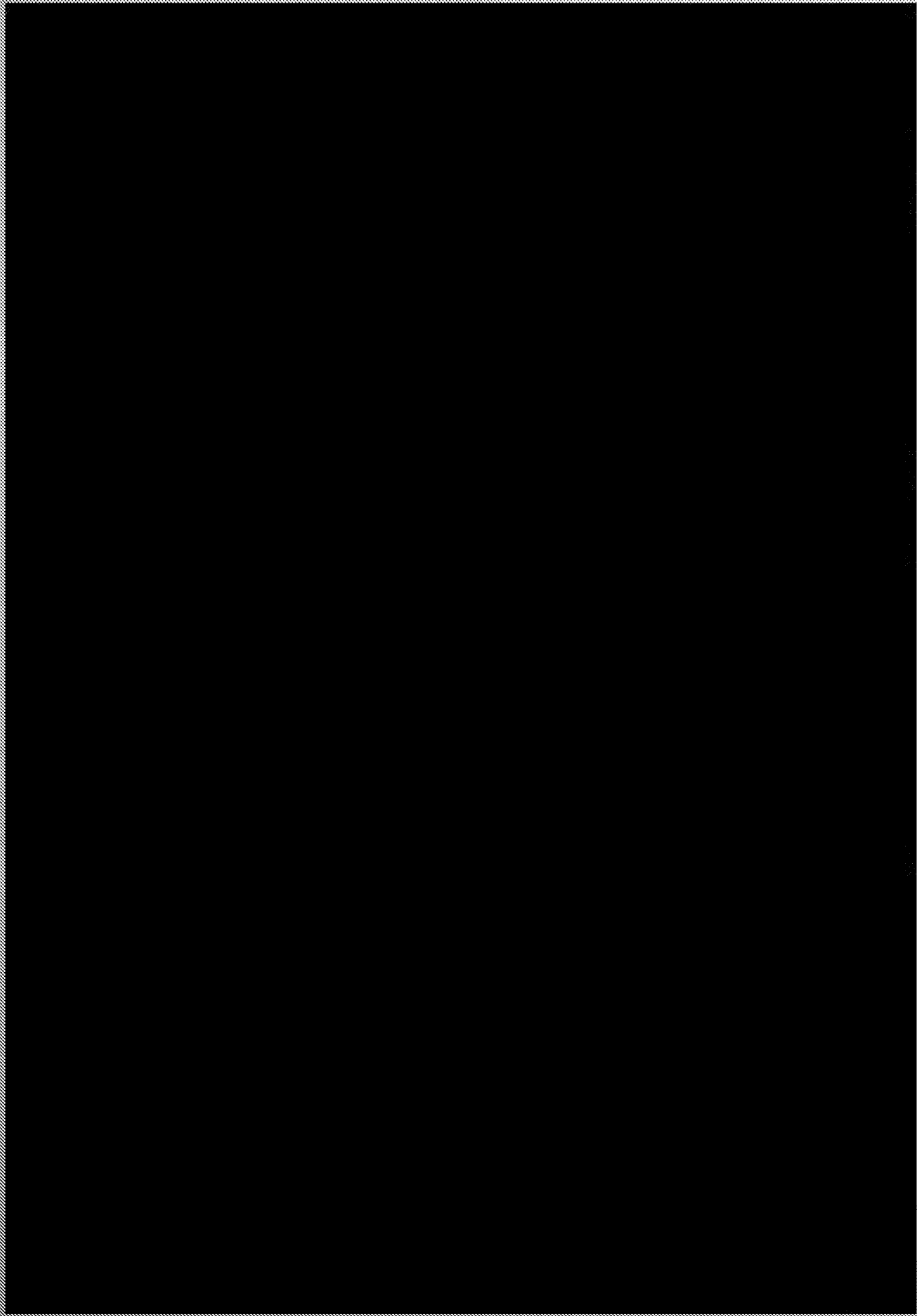
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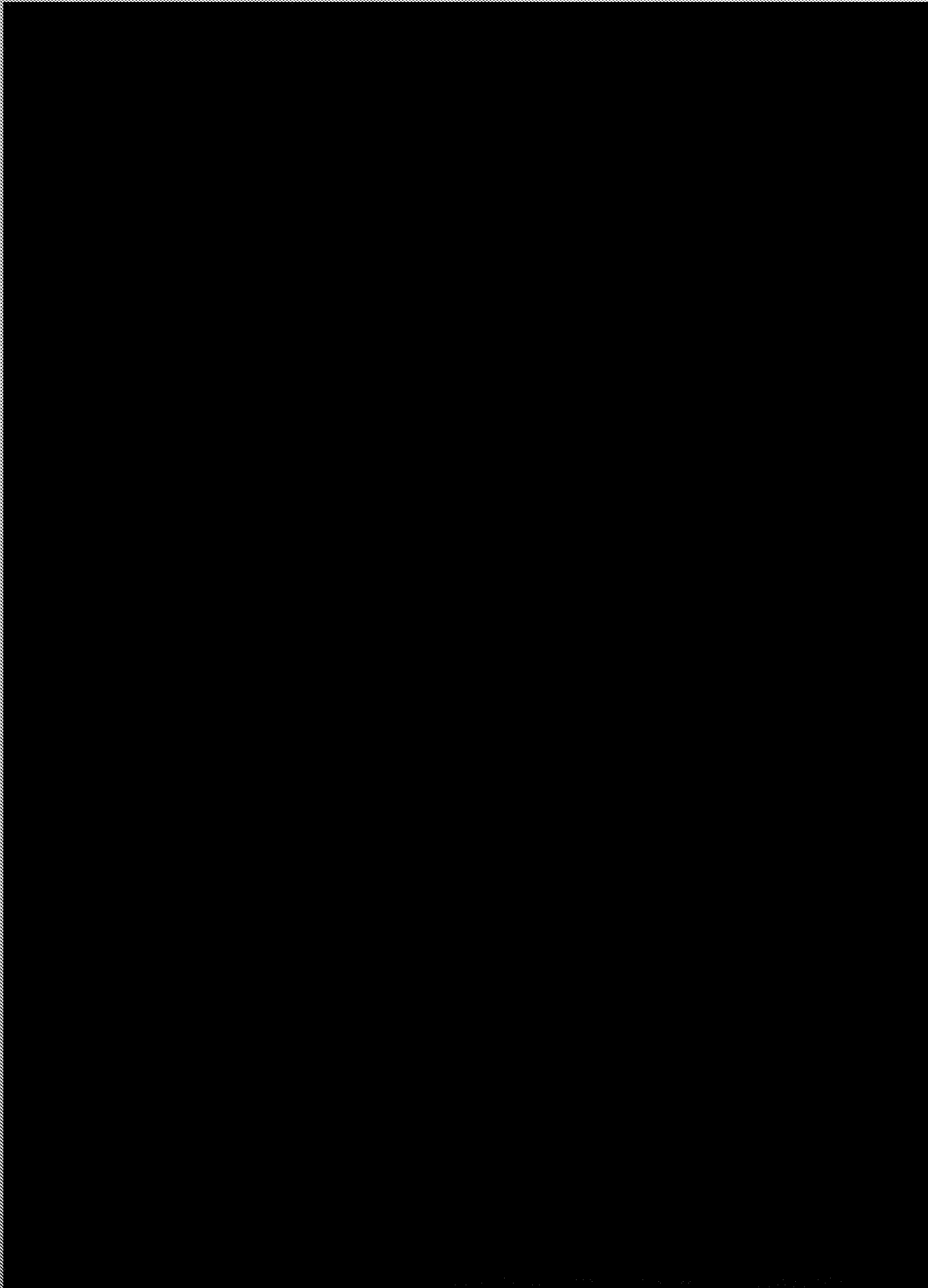


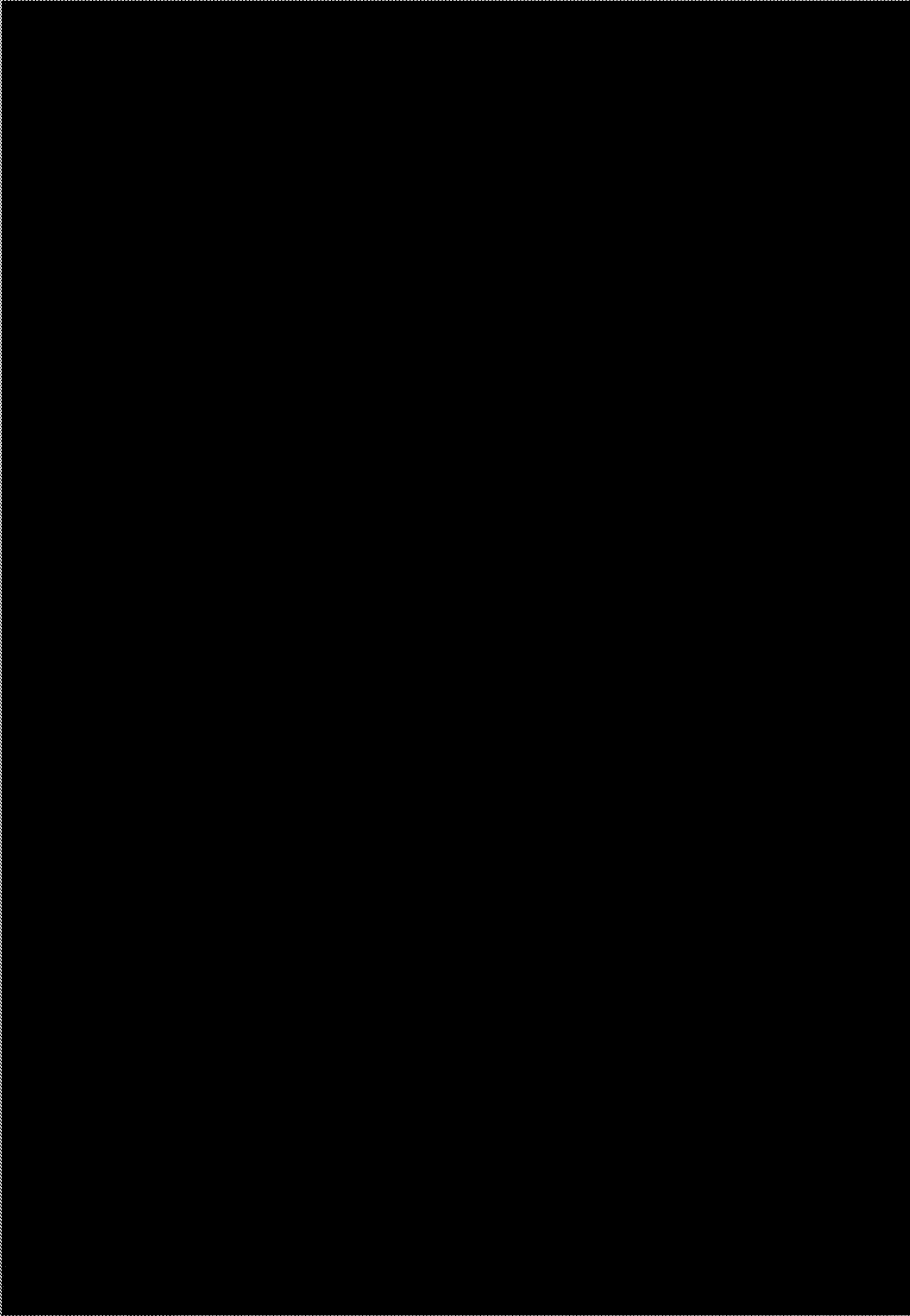


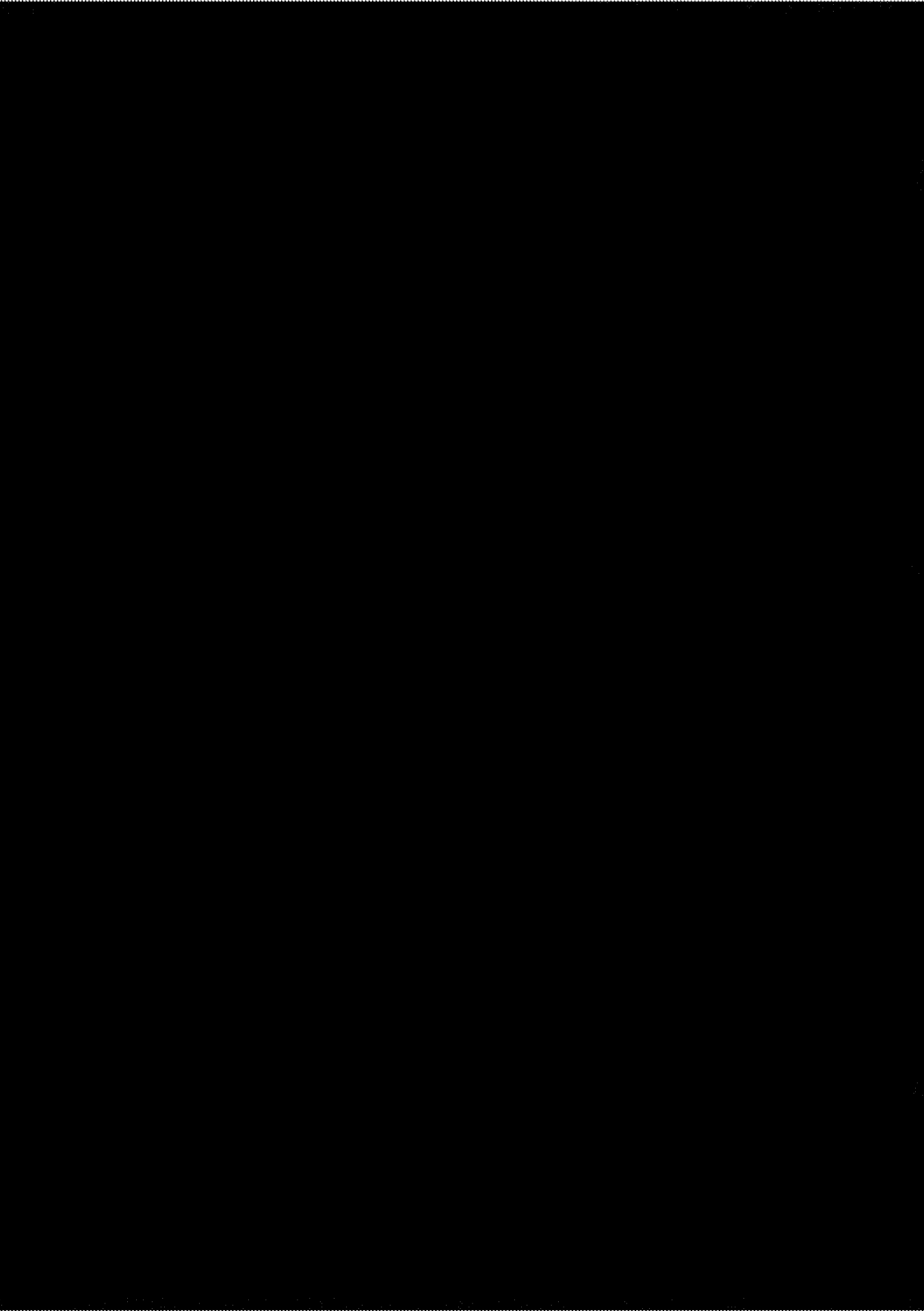


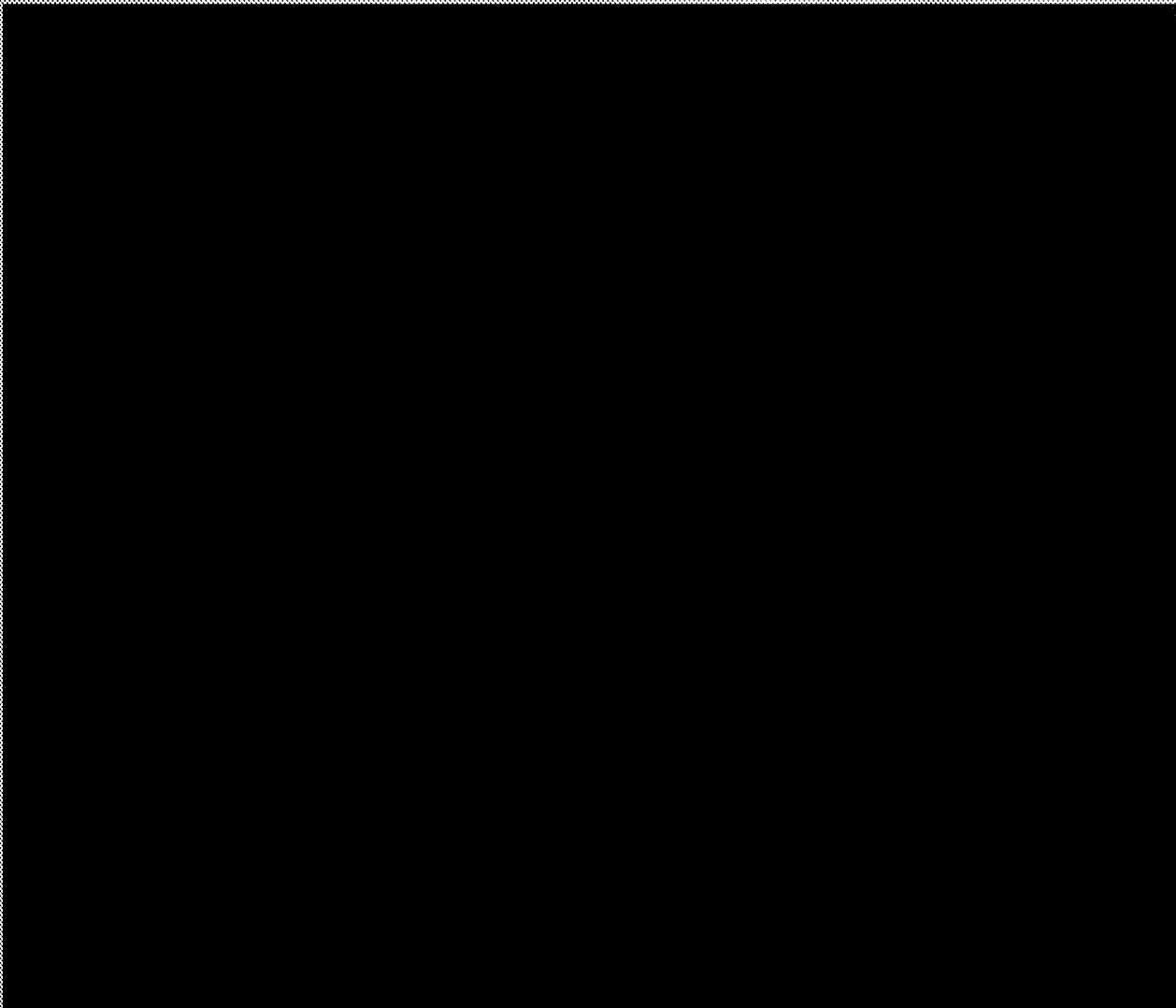




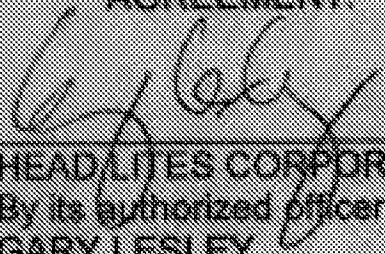






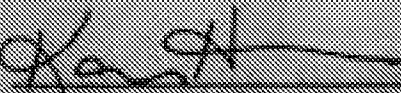


EACH PARTY HEREBY AFFIRMS THAT IT HAS READ AND CONSENTS TO THIS INSTRUMENT, IN CONJUNCTION WITH ALL EXHIBITS, AS THEIR AGREEMENT.

  
\_\_\_\_\_  
HEADLITES CORPORATION  
By its authorized officer  
GARY LESLEY

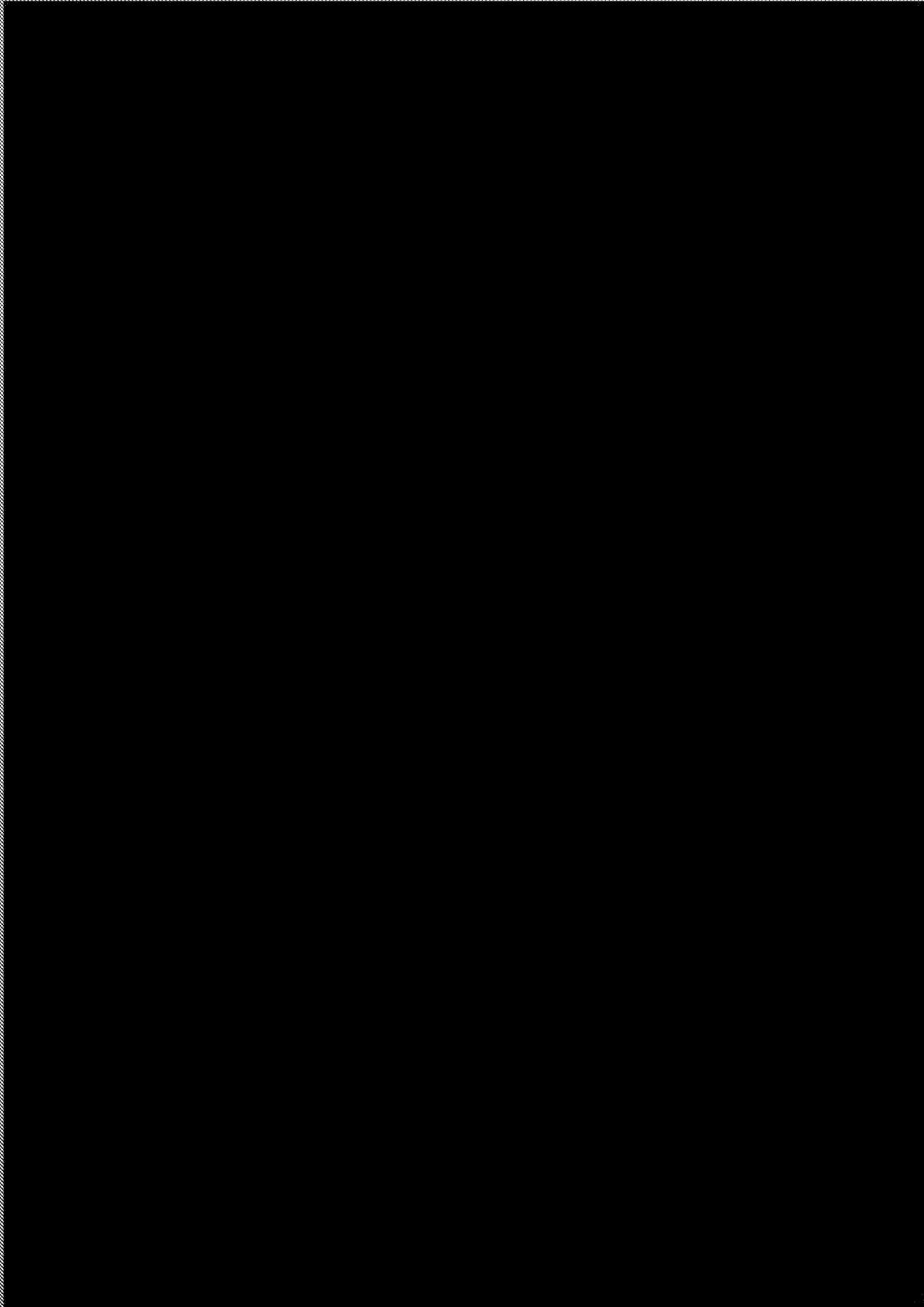
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
FIRST CHOICE ARMOR &  
EQUIPMENT, INC.  
By its authorized officer  
KAREN HERMAN

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Dated 1/23/06



Dated 1/23/07


EXHIBIT "B" TO HLC - FIRST  
CHOICE AGREEMENT OF JUNE 2006


**IQRIS RELEASE**

FCA shall pay HLC a lump sum of Ten Thousand (\$10,000) Dollars U.S. for all rights, title and interest to the so-called IQRIS release concepts systems or techniques. FCA will thereafter pay HLC Twenty-five (\$25) Dollars per garment sold containing or incorporating the IQRIS release system.

The IQRIS release prototype or exemplar has been examined by the parties and may be more specifically described as:

**Integrated Quick Release Internal Separation: (IQRIS™)** A forged steel, snap-shackle/tether release mechanism design-integrated to serve a specific portion of a load-bearing carrier or vest platform such as the shoulder or side and allow for that portion of the carrier to be released and thus be easily doffed and easily re-connected with high reliability, no loss of parts and minimal training.

  
\_\_\_\_\_  
HEAD LITES CORPORATION  
By its authorized officer  
GARY LESLEY

  
\_\_\_\_\_  
FIRST CHOICE ARMOR &  
EQUIPMENT, INC.  
By its authorized officer  
KAREN HERMAN

