

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT6241745

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVE AMUNDSON	03/26/2017
RECEIVING PARTY DATA	
Name:	ROSE ACRE FARMS, INC.
Street Address:	6874 NORTH BASE ROAD
Internal Address:	P.O. BOX 1250
City:	SEYMOUR
State/Country:	INDIANA
Postal Code:	47274-3850
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16077432
CORRESPONDENCE DATA	
Fax Number:	(317)237-1000
<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:	3172370300
Email:	int eas@faegredrinker.com
Correspondent Name:	FAEGRE DRINKER BIDDLE & REATH LLP
Address Line 1:	300 N. MERIDIAN STREET
Address Line 2:	SUITE 2500
Address Line 4:	INDIANAPOLIS, INDIANA 46204
ATTORNEY DOCKET NUMBER:	RAF-0002-04-US
NAME OF SUBMITTER:	KAITLIN M. HINKLEY
SIGNATURE:	/kaitlin m. hinkley/
DATE SIGNED:	08/10/2020
Total Attachments: 7	
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IP CONFIDENTIALITY AND ASSIGNMENT AGREEMENT

THIS CONFIDENTIALITY AND ASSIGNMENT AGREEMENT (this "Agreement"), entered into as of the 26th day of March, 2017 ("Effective Date"), is made and entered into by and between Rose Acre Farms, Inc., an Indiana corporation with a principal office at 6874 North Base Road, P.O. Box 1250, Seymour, IN 47274-3850 ("Rose Acre" and "Party"); and STEVE AMUNDSON, whose principal place of business PO Box 15100 Scottsdale, AZ 85267 ("North American Stainless Systems LLC," and "Party") (collectively "Parties").

WITNESSETH:

WHEREAS, Rose Acre desires to preserve as confidential certain valuable and proprietary Confidential Information (term defined below) of Rose Acre;

WHEREAS, STEVE AMUNDSON desires to manufacture, research and development, develop recipes, and related activities in regard to various egg and egg white foods for Rose Acre utilizing the Confidential Information (the "Purpose"); and

WHEREAS, Rose Acre and STEVE AMUNDSON desire to set forth in writing their agreement concerning the use and non-disclosure of the Confidential Information provided or otherwise made available to STEVE AMUNDSON ;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Rose Acre and STEVE AMUNDSON do hereby agree as set forth herein and as follows:

ARTICLE I

Confidentiality and Intellectual Property

1.1 Confidential Information. As used in this Agreement, "Confidential Information" shall mean and include all information that Rose Acre provided or otherwise made available to STEVE AMUNDSON and all information developed by STEVE AMUNDSON through STEVE AMUNDSON's pursuit of the Purpose, including, but not limited to:

- a. information regarding any processes, manufacturing techniques, trade secrets, know-how, inventions, products, samples, software, discoveries, developments, formulas, methods, specifications, manufacturing information, databases, and/or innovations developed by or for Rose Acre;
- b. oral, written, and electronic information that is used in Rose Acre's business and is proprietary to, about, or created by Rose Acre, including, but not limited to, financial information, market information, sales information, licensing information, customer information, personnel information, and marketing strategies designated as confidential by Rose Acre and not known publicly;

- c. STEVE AMUNDSON's reports, summaries, notes, processes, manufacturing techniques, trade secrets, know-how, inventions, products, samples, software, discoveries, developments, formulas, methods, specifications, manufacturing information, databases, innovations, and other information relating to or derived from the information recited in Sections 1.1a. and/or 1.1b. and/or relating to or derived from STEVE AMUNDSON's pursuit of the Purpose; and
- d. all proprietary and confidential information of Rose Acre's strategic partners, suppliers, and other parties to whom Rose Acre owes any duty with respect to such proprietary and confidential information, which proprietary and confidential information is or may be disclosed to STEVE AMUNDSON.

1.2 NonDisclosure and NonUse of Confidential Information. In furtherance of this Agreement, to ensure adequate protection against the wrongful use or disclosure of the Confidential Information, and to protect the value associated with the Confidential Information, STEVE AMUNDSON agrees that it shall hold all Confidential Information in strict confidence, solely for the benefit of Rose Acre, and that, except as necessary in the course of discussions and/or engagement on a need-to-know basis, STEVE AMUNDSON shall not, directly or indirectly, use, disclose, distribute, disseminate, reverse engineer, or authorize any third party to use, disclose, distribute, disseminate, or reverse engineer any Confidential Information for any purpose. STEVE AMUNDSON will maintain in force policies that require its officers, directors, employees, subcontractors, investors, agents, and professional advisors to treat and maintain the Confidential Information in strict confidence in the same way that STEVE AMUNDSON is so obligated. STEVE AMUNDSON shall notify Rose Acre immediately upon discovery of any unauthorized use or disclosure of Confidential Information and will cooperate with Rose Acre in every reasonable way to help Rose Acre regain possession of the Confidential Information and prevent its further unauthorized use. STEVE AMUNDSON acknowledges and agrees that any violation of the confidentiality obligations set forth in this Section 1.2 would be extremely detrimental and prejudicial to Rose Acre. The obligations set forth in this Section 1.2, and the rights and remedies of Rose Acre with respect thereto, shall remain in full force and effect for so long as the Confidential Information remains confidential (except that the obligations shall continue if the Confidential Information loses its confidential nature through any act by or omission of STEVE AMUNDSON, including any breach of this Section 1.2). STEVE AMUNDSON acknowledges and agrees that a breach of this Agreement by STEVE AMUNDSON will cause Rose Acre irreparable harm, and further acknowledges and agrees that, in the event of a breach or threatened breach, Rose Acre is entitled to injunctive relief to prevent a breach or to halt a further or continuing breach and shall be entitled to such relief without the need to post bond or show monetary damages. STEVE AMUNDSON also acknowledges and agrees that such remedy is cumulative and in addition to any other remedies Rose Acre may have at law or in equity.

1.3 Disclosure Required by Law. If STEVE AMUNDSON is requested or is required by applicable law (by interrogatories, requests for information or documents, subpoena, investigative demand, order, or similar process) to disclose any Confidential Information, STEVE AMUNDSON shall provide Rose Acre with notice of such request so that Rose Acre may consider seeking a protective order. If STEVE AMUNDSON is advised by counsel that it is required to disclose Confidential Information to any court, tribunal, or any other body having jurisdiction to require the disclosure of any Confidential Information in order to avoid liability for contempt or other censure or penalty, STEVE AMUNDSON may disclose Confidential Information to such court, tribunal, or other body without liability hereunder; provided, however, that STEVE AMUNDSON shall give written notice to Rose Acre of the Confidential Information to be so disclosed and shall furnish only that portion of the Confidential Information that STEVE AMUNDSON's legal counsel advises STEVE AMUNDSON to disclose in order to comply with the applicable interrogatory, request for information, subpoena, investigative demand, order, or similar process, as the case may be.

1.4 Ownership of Confidential Information. STEVE AMUNDSON acknowledges and agrees that title to all documents and materials (both originals and copies) that contain any Confidential Information is vested solely in Rose Acre. Upon the termination of the Purpose, or at any other time at the request of Rose Acre, STEVE AMUNDSON shall immediately deliver to Rose Acre, or destroy and certify the same to Rose Acre, all documents and materials (both originals and copies) containing the Confidential Information, including but not limited to documents; tapes; disks; other storage media; any other materials; and all copies, extracts, and other reproductions thereof in whatever form, in the possession of STEVE AMUNDSON. Notwithstanding the foregoing obligation, STEVE AMUNDSON shall not be required to destroy or erase any general electronic archive or back-up tapes or storage media that are routinely kept by STEVE AMUNDSON in the ordinary course of business pursuant to record retention policies or "litigation holds" on destruction of documents imposed by STEVE AMUNDSON's counsel in connection with pending or threatened litigation. Additionally, STEVE AMUNDSON's legal counsel may keep in its legal files one copy of any document or material containing Confidential Information that is requested to be returned or destroyed ("Counsel Copy"). The Counsel Copy shall be retained for the sole purpose of litigating any claim that may arise under the terms of this Agreement.

1.5 Inventions and Related Intellectual Property. Any and all concepts, ideas, designs, discoveries, solutions to problems, improvements, processes, machines, jigs, fixtures, articles of manufacture, and/or anything else that is known to STEVE AMUNDSON but not reduced to writing or that is embodied in, disclosed, claimed, illustrated, and/or otherwise described in one or more documents, including but not limited to, a patent application, report, summary, notes, design, specification sheet, and/or any invention disclosure material, that are conceived or developed by STEVE AMUNDSON while STEVE AMUNDSON is engaged in the Purpose or during the period of one (1) year

thereafter ("Inventions"); and any and all copyright registrations, copyrightable materials, trademarks, service marks, trade dresses, good will, trade secrets, mask works, and know-how, whether or not related to the Inventions, that are conceived or developed by STEVE AMUNDSON while STEVE AMUNDSON is engaged in the Purpose or during the period of one (1) year thereafter ("Related Intellectual Property") shall be, and are acknowledged by STEVE AMUNDSON to be, the property of Rose Acre.

1.6 Assignment. STEVE AMUNDSON / North American Stainless Systems LLC and all its employees, subcontractors, sublicensees, and agents ("STEVE AMUNDSON Group") hereby assign to Rose Acre all of their right, title, and interest in and to the Inventions and Related Intellectual Property. STEVE AMUNDSON Group hereby acknowledges receipt of good, valuable, and sufficient consideration from Rose Acre for this assignment.

1.7 Disclosure. STEVE AMUNDSON shall disclose to Rose Acre in writing, promptly after discovery or acquisition, all Inventions and Related Intellectual Property made by STEVE AMUNDSON .

1.8 Legal Proceedings. STEVE AMUNDSON Group hereby agrees to and will truthfully testify and/or participate in any legal and/or quasi-legal proceedings regarding any facts and/or information known to STEVE AMUNDSON Group with respect to the Inventions and Related Intellectual Property. STEVE AMUNDSON Group hereby agrees to and will do everything reasonable to help in securing, maintaining, and/or enforcing rights to the Inventions and Related Intellectual Property for Rose Acre.

1.9 No Obligation. Neither this Agreement nor the disclosure or receipt of Confidential Information shall constitute or imply any promise or intention to make any purchase of products or services by either Party.

1.10 Survival. The Parties' obligations set forth in this Article I, and their rights and remedies with respect hereto, shall survive indefinitely the termination of this Agreement and the termination of the Purpose, regardless of the reason therefor.

1.11 Exceptions. The limitations on disclosure and use of the Confidential Information set forth in this Agreement shall not apply to any Confidential Information that is (a) known to STEVE AMUNDSON prior to the date it is received by STEVE AMUNDSON , as established by contemporaneous documentary evidence, (b) known or available to the general public prior to the date it is received by STEVE AMUNDSON , (c) disclosed to the general public by Rose Acre subsequent to the date it is received by STEVE AMUNDSON , (d) received from third parties having a bona fide right to disclose it to STEVE AMUNDSON , or (e) information that Rose Acre specifically indicates is not confidential.

1.12 Third Party Beneficiaries. This Agreement does not and is not intended to confer any rights or remedies upon any entity other than the Parties.

Article II
Miscellaneous

2.1 Severability. If a court of competent jurisdiction makes a final determination that any term or provision of this Agreement is invalid or unenforceable, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, then the remaining terms and provisions shall be unimpaired and the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and that most closely approximates the intention of the Parties with respect to the invalid or unenforceable term or provision, as evidenced by the remaining valid and enforceable terms and conditions of this Agreement.

2.2 Amendment. This Agreement may only be modified, amended, or waived by a written instrument signed by both Parties to this Agreement.

2.3 Waiver. The waiver by either Party of compliance by the other Party with any provision of this Agreement shall not operate or be construed as a waiver of any other provision of this Agreement (whether or not similar) or as a continuing waiver or a waiver of any subsequent breach by a Party of a provision of this Agreement. Performance by any of the Parties of any act not required of a Party under the terms and conditions of this Agreement shall not constitute a waiver of the limitations on the Party's obligations under this Agreement, and no performance shall estop that Party from asserting those limitations as to any further or future performance of the Party's obligations.

2.4 Governing Law. The validity, performance, enforcement, interpretation, and other aspects of this Agreement shall be governed by the laws of the State of Indiana, notwithstanding the choice of law provisions of the venue where the action is brought, where the violation occurred, where either Party may be located, or any other jurisdiction. STEVE AMUNDSON hereby agrees and consents to the exclusive jurisdiction and the exclusive venue of the commercial, state and federal courts located in Indianapolis, Indiana and waives any defense of lack of personal jurisdiction, improper venue, or forum non conveniens to a claim brought in any such court, except that Rose Acre may elect, in its sole and absolute discretion, to litigate the action in the county or state where any breach by STEVE AMUNDSON occurred or where STEVE AMUNDSON can be found.

2.5 Notices. All notices or other communications required or desired to be given under this Agreement or that the Parties may otherwise desire to give shall be in writing and (a) hand delivered personally; (b) sent by facsimile or email transmission if the transmitting Party receives confirmation of successful transmission; (c) addressed and sent by certified or registered mail, postage prepaid and return receipt requested; or (d) addressed and sent by overnight courier, signature requested, to the Parties as follows:

If to Rose Acre:

Rose Acre Farms, Inc.
6874 North Base Road
P.O. Box 1250
Seymour, IN 47274-3850
ATTN: Joseph A. Miller
Telephone: (812) 522-3964
Fax: (812) 497-3311
jmiller@goodegg.com

*If to North American Stainless
Systems LLC:*

[STEVE AMUNDSON]

[PO Box 15100 Scottsdale, AZ 85267]

Attention: STEVE AMUNDSON _____

Facsimile: 888-676-7807 _____

E-mail:

_____stainlesseggman@gmail.com_____

If a Party desires to alter the recipient, address, email address, or facsimile number to which communications to it are sent, then it may do so by providing the new information, in writing, to the other Party in accordance with this Section 2.5. All communications addressed in accordance with this Agreement shall be effective (i) on the date received if delivered by mail or overnight courier, (ii) on the date on which delivery is made, if personally delivered, and (iii) on the date of transmission, if by facsimile or email transmission.

2.6 Prior Agreements. This Agreement constitutes a complete and total integration of the understanding of the Parties and supersedes all prior or contemporaneous negotiations, commitments, agreements, writings, and discussions with respect to the subject matter of this Agreement, and all prior negotiations, commitments, agreements, writings, and discussions will have no force or effect. The Parties to any other negotiation, commitment, agreement, writing, or discussion will have no further rights or obligations thereunder to the extent it relates to the subject matter of this Agreement.

2.7 Headings. The article, section, and paragraph headings in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

2.8 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and any permitted successors or assigns of the Parties.

2.9 Counterparts. This Agreement may be executed in two (2) original or facsimile counterparts, each of which shall be deemed to be an original, but both of which together shall constitute one and the same Agreement. Only one (1) counterpart signed by the Party against whom enforceability is sought must be produced to evidence the existence of this Agreement.

2.10 Statutory and Common Law Duties. The duties each Party owes to the other Party under this Agreement shall be deemed to include federal and state statutory and common law obligations and do not in any way supersede or limit any of the obligations or duties each Party owes to the other Party pursuant to any applicable law. This Agreement is intended, among other things, to supplement the provisions of the Indiana Uniform Trade Secrets Act or other similar state laws, as amended from time to time.

2.11 Joint Drafting. This Agreement shall be deemed to have been drafted jointly by the Parties, and, in the event of an ambiguity in this Agreement, this Agreement shall not be construed against either Party as a result of the drafting hereof.

2.12 Nature of Relationship. Nothing contained herein shall be construed to place the Parties in the relationship of partners, employee-employer, joint venturers, or principal and agent.

Neither Party is authorized to assume or undertake any obligation of any kind, express or implied, on behalf of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date by their respective duly authorized officers shown below.

ROSE ACRE FARMS, INC.

By: _____

Printed Name: _____

Title: _____

[STEVE AMUNDSON]

By:  _____

Printed: Steve Amundson

Title: Owner