

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6995536

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	LINDSAY SPRINGER	10/19/2021
	RAY DUDENHOEFFER	10/11/2021
	DONKEUN PARK	10/15/2021
	DON YUHONG PARK	10/28/2021
	DOV GLUCKSMAN	10/20/2021
	ROBERT J. SUSZ	02/15/2013
RECEIVING PARTY DATA		
Name:	STEUBEN FOODS, INC.	
Street Address:	1150 MAPLE ROAD	
City:	ELMA	
State/Country:	NEW YORK	
Postal Code:	14059	
PROPERTY NUMBERS Total: 3		
	Property Type	Number
	Application Number:	17387839
	Application Number:	63057781
	PCT Number:	US2021043562
CORRESPONDENCE DATA		
Fax Number:	(716)271-6466	
<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:	7163222251	
Email:	vincent@lotempiolaw.com	
Correspondent Name:	LAW OFFICE OF VINCENT LOTEMPPIO, PLLC	
Address Line 1:	8555 MAIN STREET, STE. 304	
Address Line 4:	WILLIAMSVILLE, NEW YORK 14221	
ATTORNEY DOCKET NUMBER:	SF-ASSIGNNP01	
NAME OF SUBMITTER:	VINCENT G. LOTEMPPIO	
SIGNATURE:	/Vincent G. LoTempio/	

DATE SIGNED:	10/28/2021
	This document serves as an Oath/Declaration (37 CFR 1.63).
Total Attachments: 17 source=FULL SFNP01 ASSIGN#page1.tif source=FULL SFNP01 ASSIGN#page2.tif source=FULL SFNP01 ASSIGN#page3.tif source=FULL SFNP01 ASSIGN#page4.tif source=FULL SFNP01 ASSIGN#page5.tif source=FULL SFNP01 ASSIGN#page6.tif source=FULL SFNP01 ASSIGN#page7.tif source=FULL SFNP01 ASSIGN#page8.tif source=FULL SFNP01 ASSIGN#page9.tif source=FULL SFNP01 ASSIGN#page10.tif source=FULL SFNP01 ASSIGN#page11.tif source=FULL SFNP01 ASSIGN#page12.tif source=FULL SFNP01 ASSIGN#page13.tif source=FULL SFNP01 ASSIGN#page14.tif source=FULL SFNP01 ASSIGN#page15.tif source=FULL SFNP01 ASSIGN#page16.tif source=FULL SFNP01 ASSIGN#page17.tif	

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment") is made by and between Lindsay Springer (the "Inventor"), with a mailing address of 1870 Center Rd., West Seneca, New York 14224 and Steuben Foods, Inc., (the "Assignee") a New York corporation with offices at 1150 Maple Road, Elma, NY 14059 regarding a patent application titled FROZEN PRODUCT MACHINE.

WHEREAS, the Inventor has invented one or more inventions disclosed and/or claimed in the Application (the "Inventions") filed in the United States Patent and Trademark Office ("USPTO") as US Nonprovisional Application No. 17387839, titled FROZEN PRODUCT MACHINE, filed on July 28, 2021, claiming priority to US Provisional Application No. 63057781, filed on July 28, 2020, and PCT Application No. PCT/US21/43562 filed on July 28, 2021.

WHEREAS, Assignee, together with its successors and assigns, and in accordance with agreements duly entered into with the Inventor, desires to acquire the entire right, title and interest in and to the Inventions and to the Applications (as defined herein).

NOW, THEREFORE, the parties agree as follows:

1. For valuable consideration from the Assignee to the Inventor, the receipt and adequacy of which are hereby acknowledged, and in accordance with existing agreements duly entered into with the Assignee, the Inventor hereby conveys, transfers and assigns to the Assignee, its lawful successors and assigns, and the Assignee accepts, the entire and exclusive right, title, and interest in and to the Inventions and all patents and claims that may be granted therefor in the United States and all other countries, territories, and jurisdictions in the world (collectively, the "Countries"), and to all existing or future related applications, divisions, substitutes, renewals, reissues, continuing applications, conversions, re-examinations, extensions, and any resulting patents thereof in all Countries (collectively, the "Applications") for the full terms for which the same may be granted and any rights associated therewith, including, but not limited to, any and all royalties, profits, damages, fees, income, payments, and other proceeds now or hereafter due or payable, and to the right to claim benefit and priority from the Applications in all of the Countries.
2. The Inventor represents and warrants that it has the ability to convey all rights and interests herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that it will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.
3. The Inventor authorizes the Assignee to file for and request that the USPTO and corresponding bodies in each of the other Countries issue any and all patents resulting from any of the Applications to the Assignee.

4. This Assignment inures to the benefit of the Assignee and its successors, assigns, and other legal representatives, and is binding on the Inventor and Inventor's respective heirs, legal representatives, and assigns.
5. The Inventor shall take such steps and actions, and provide such cooperation and assistance, at the Assignee's expense, to the Assignee and its successors, assigns, and legal representatives, in connection with the Inventions and the Applications, or for any inventions and discoveries derived therefrom, as may be necessary to effect, evidence, or perfect the Assignment to the Assignee or any assignee or successor thereto, including, but not limited to: the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, documents in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar treaties and agreements, or other lawful papers; the execution and delivery of all papers necessary in connection with any administrative or judicial proceedings; and the provision of information and testimony and cooperation in every way in obtaining and producing evidence and prosecuting such proceedings.
6. The Inventor hereby grants Assignee the power to insert on this Assignment any further identification information, including an application number and filing date, which may be necessary or desirable.

Steuben Foods, Inc.

By: _____

Frank V. Barton, President

Printed Name and Position

Dated

10-28-21

Lindsay Springer

By: /Lindsay Springer/

Lindsay Springer

Printed Name

Dated

10/19/2021

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment") is made by and between Ray Dudenhoeffer ("Inventor"), with a mailing address of Steuben Foods, Inc., 1150 Maple Road, Elma, NY 14059 and Steuben Foods, Inc., (the "Assignee") a New York corporation with offices at 1150 Maple Road, Elma, NY 14059 regarding a patent application titled FROZEN PRODUCT MACHINE.

WHEREAS, the Inventor has invented one or more inventions disclosed and/or claimed in the Application (the "Inventions") filed in the United States Patent and Trademark Office ("USPTO") as US Nonprovisional Application No. 17387839, titled FROZEN PRODUCT MACHINE, filed on July 28, 2021, claiming priority to US Provisional Application No. 63057781, filed on July 28, 2020, and PCT Application No. PCT/US21/43562 filed on July 28, 2021.

WHEREAS, Assignee, together with its successors and assigns, and in accordance with agreements duly entered into with the Inventor, desires to acquire the entire right, title and interest in and to the Inventions and to the Applications (as defined herein).

NOW, THEREFORE, the parties agree as follows:

1. For valuable consideration from the Assignee to the Inventor, the receipt and adequacy of which are hereby acknowledged, and in accordance with existing agreements duly entered into with the Assignee, the Inventor hereby conveys, transfers and assigns to the Assignee, its lawful successors and assigns, and the Assignee accepts, the entire and exclusive right, title, and interest in and to the Inventions and all patents and claims that may be granted therefor in the United States and all other countries, territories, and jurisdictions in the world (collectively, the "Countries"), and to all existing or future related applications, divisions, substitutes, renewals, reissues, continuing applications, conversions, re-examinations, extensions, and any resulting patents thereof in all Countries (collectively, the "Applications") for the full terms for which the same may be granted and any rights associated therewith, including, but not limited to, any and all royalties, profits, damages, fees, income, payments, and other proceeds now or hereafter due or payable, and to the right to claim benefit and priority from the Applications in all of the Countries.
2. The Inventor represents and warrants that it has the ability to convey all rights and interests herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that it will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.
3. The Inventor authorizes the Assignee to file for and request that the USPTO and corresponding bodies in each of the other Countries issue any and all patents resulting from any of the Applications to the Assignee.

4. This Assignment inures to the benefit of the Assignee and its successors, assigns, and other legal representatives, and is binding on the Inventor and Inventor's respective heirs, legal representatives, and assigns.
5. The Inventor shall take such steps and actions, and provide such cooperation and assistance, at the Assignee's expense, to the Assignee and its successors, assigns, and legal representatives, in connection with the Inventions and the Applications, or for any inventions and discoveries derived therefrom, as may be necessary to effect, evidence, or perfect the Assignment to the Assignee or any assignee or successor thereto, including, but not limited to: the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, documents in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar treaties and agreements, or other lawful papers; the execution and delivery of all papers necessary in connection with any administrative or judicial proceedings; and the provision of information and testimony and cooperation in every way in obtaining and producing evidence and prosecuting such proceedings.
6. The Inventor hereby grants Assignee the power to insert on this Assignment any further identification information, including an application number and filing date, which may be necessary or desirable.

Steuben Foods, Inc.

By: 

Frank V. Balony, President
Printed Name and Position

10-28-21
Dated

Ray Dudenhoeffer

By: 

Ray Dudenhoeffer
Printed Name

11 October 2021
Dated

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment") is made by and between Donkeun Park (the "Inventor"), with a mailing address of Steuben Foods, Inc., 1150 Maple Road, Elma, NY 14059 1150 Maple Road, Elma, NY 14059 and Steuben Foods, Inc., (the "Assignee") a New York corporation with offices at 1150 Maple Road, Elma, NY 14059 regarding a patent application titled FROZEN PRODUCT MACHINE.

WHEREAS, the Inventor has invented one or more inventions disclosed and/or claimed in the Application (the "Inventions") filed in the United States Patent and Trademark Office ("USPTO") as US Nonprovisional Application No. 17387839, titled FROZEN PRODUCT MACHINE, filed on July 28, 2021, claiming priority to US Provisional Application No. 63057781, filed on July 28, 2020, and PCT Application No. PCT/US21/43562 filed on July 28, 2021.

WHEREAS, Assignee, together with its successors and assigns, and in accordance with agreements duly entered into with the Inventor, desires to acquire the entire right, title and interest in and to the Inventions and to the Applications (as defined herein).

NOW, THEREFORE, the parties agree as follows:

1. For valuable consideration from the Assignee to the Inventor, the receipt and adequacy of which are hereby acknowledged, and in accordance with existing agreements duly entered into with the Assignee, the Inventor hereby conveys, transfers and assigns to the Assignee, its lawful successors and assigns, and the Assignee accepts, the entire and exclusive right, title, and interest in and to the Inventions and all patents and claims that may be granted therefor in the United States and all other countries, territories, and jurisdictions in the world (collectively, the "Countries"), and to all existing or future related applications, divisions, substitutes, renewals, reissues, continuing applications, conversions, re-examinations, extensions, and any resulting patents thereof in all Countries (collectively, the "Applications") for the full terms for which the same may be granted and any rights associated therewith, including, but not limited to, any and all royalties, profits, damages, fees, income, payments, and other proceeds now or hereafter due or payable, and to the right to claim benefit and priority from the Applications in all of the Countries.
2. The Inventor represents and warrants that it has the ability to convey all rights and interests herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that it will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

3. The Inventor authorizes the Assignee to file for and request that the USPTO and corresponding bodies in each of the other Countries issue any and all patents resulting from any of the Applications to the Assignee.
4. This Assignment inures to the benefit of the Assignee and its successors, assigns, and other legal representatives, and is binding on the Inventor and Inventor's respective heirs, legal representatives, and assigns.
5. The Inventor shall take such steps and actions, and provide such cooperation and assistance, at the Assignee's expense, to the Assignee and its successors, assigns, and legal representatives, in connection with the Inventions and the Applications, or for any inventions and discoveries derived therefrom, as may be necessary to effect, evidence, or perfect the Assignment to the Assignee or any assignee or successor thereto, including, but not limited to: the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, documents in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar treaties and agreements, or other lawful papers; the execution and delivery of all papers necessary in connection with any administrative or judicial proceedings; and the provision of information and testimony and cooperation in every way in obtaining and producing evidence and prosecuting such proceedings.
6. The Inventor hereby grants Assignee the power to insert on this Assignment any further identification information, including an application number and filing date, which may be necessary or desirable.

Steuben Foods, Inc.

By: 

Frank V. Balon, President
Printed Name and Position

10-28-21
Dated

Donkeun Park

By: 

Donkeun Park
Printed Name

October 15, 2021
Dated

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment") is made by and between Don Yuhong Park. (the "Inventor"), with a mailing address of Steuben Foods, Inc., 1150 Maple Road, Elma, NY 14059 1150 Maple Road, Elma, NY 14059 and Steuben Foods, Inc., (the "Assignee") a New York corporation with offices at 1150 Maple Road, Elma, NY 14059 regarding a patent application titled FROZEN PRODUCT MACHINE.

WHEREAS, the Inventor has invented one or more inventions disclosed and/or claimed in the Application (the "Inventions") filed in the United States Patent and Trademark Office ("USPTO") as US Nonprovisional Application No. 17387839, titled FROZEN PRODUCT MACHINE, filed on July 28, 2021, claiming priority to US Provisional Application No. 63057781, filed on July 28, 2020, and PCT Application No. PCT/US21/43562 filed on July 28, 2021.

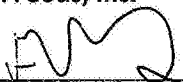
WHEREAS, Assignee, together with its successors and assigns, and in accordance with agreements duly entered into with the Inventor, desires to acquire the entire right, title and interest in and to the Inventions and to the Applications (as defined herein).

NOW, THEREFORE, the parties agree as follows:

1. For valuable consideration from the Assignee to the Inventor, the receipt and adequacy of which are hereby acknowledged, and in accordance with existing agreements duly entered into with the Assignee, the Inventor hereby conveys, transfers and assigns to the Assignee, its lawful successors and assigns, and the Assignee accepts, the entire and exclusive right, title, and interest in and to the Inventions and all patents and claims that may be granted therefor in the United States and all other countries, territories, and jurisdictions in the world (collectively, the "Countries"), and to all existing or future related applications, divisions, substitutes, renewals, reissues, continuing applications, conversions, re-examinations, extensions, and any resulting patents thereof in all Countries (collectively, the "Applications") for the full terms for which the same may be granted and any rights associated therewith, including, but not limited to, any and all royalties, profits, damages, fees, income, payments, and other proceeds now or hereafter due or payable, and to the right to claim benefit and priority from the Applications in all of the Countries.
2. The Inventor represents and warrants that it has the ability to convey all rights and interests herein assigned, that there are no rights or interests outstanding inconsistent with the rights and interests granted herein, and that it will not execute any instrument or grant or transfer any rights or interests inconsistent with the rights and interests granted herein.

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6. The Inventor hereby grants Assignee the power to insert on this Assignment any further identification information, including an application number and filing date, which may be necessary or desirable.

Steuben Foods, Inc.

By: 

Frank V. Bulony President

Printed Name and Position

10-28-21

Dated

Don Yuhong Park.

By: /Don Yuhong Park/

Don Yuhong Park

Printed Name

10/28/21

Dated

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT ("Assignment") is made by and between Dov Glucksman (the "Inventor"), with a mailing address of 7 Wainright Rd, Unit 50, Winchester MA 01890 and Steuben Foods, Inc., (the "Assignee") a New York corporation with offices at 1150 Maple Road, Elma, NY 14059 regarding a patent application titled FROZEN PRODUCT MACHINE.

WHEREAS, the Inventor has invented one or more inventions disclosed and/or claimed in the Application (the "Inventions") filed in the United States Patent and Trademark Office ("USPTO") as US Nonprovisional Application No. 17387839, titled FROZEN PRODUCT MACHINE, filed on July 28, 2021, claiming priority to US Provisional Application No. 63057781, filed on July 28, 2020, and PCT Application No. PCT/US21/43562 filed on July 28, 2021.

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6. The Inventor hereby grants Assignee the power to insert on this Assignment any further identification information, including an application number and filing date, which may be necessary or desirable.

Steuben Foods, Inc.

By: 

Frank V. Bukin, President

Printed Name and Position

10-28-21

Dated

Dov Glucksman

By: 

DOV Z. GLUCKSTMAN

Printed Name

Oct 20 2021

Dated

EXECUTIVE EMPLOYMENT AGREEMENT

THIS EXECUTIVE EMPLOYMENT AGREEMENT ("Agreement") is made effective as of the 14th day of January 2013 between **STEUBEN FOODS, INCORPORATED** ("Steuben"), a corporation incorporated under the laws of the State of New York and having a place of business at 1150 Maple Road, Elma, New York, and **ROBERT J. SUSZ** ("Executive"), an individual residing at 3217 Fowlerville Road, Caledonia, New York.

WHEREAS, Executive desires to be employed by Steuben pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Steuben desires to employ Executive pursuant to the terms and conditions set forth in this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements contained in this Agreement, Executive and Steuben agree as follows:

1. INCORPORATION OF WHEREAS CLAUSES.

1.1 Each Whereas Clause set forth above is hereby fully incorporated into this Agreement here.

2. TERM OF THIS AGREEMENT.

2.1 Term. The Term of this Agreement shall begin on January 14, 2013 ("Effective Date") and be completed and end on January 13, 2015 ("Term"), unless sooner terminated under the provisions of this Agreement.

2.2 Termination Procedure and Renewal of Term. If either Executive or Steuben wishes to terminate this Agreement as of January 13, 2015 or at the conclusion of any renewal period, Executive or Steuben must provide written notice of such desire to the

other party at least six (6) months prior to the expiration of the Term of this Agreement or any renewal period by registered mail. The Term of this Agreement shall be automatically renewed for successive one (1) year periods until such written notice is given.

**3. POSITIONS TO BE HELD/PERFORMANCE
OF DUTIES/REPORTING RELATIONSHIP/
DEVOTION OF BEST EFFORTS.**

3.1 Positions to be Held.

[REDACTED]

3.2 Performance of Duties.

[REDACTED]

3.3 Reporting Relationship.

[REDACTED]

3.4 Devotion of Best Efforts and Time.

[REDACTED]

9. **CONFIDENTIALITY OBLIGATIONS, RESTRICTIVE COVENANT AND NON-SOLICITATION PROVISIONS.**

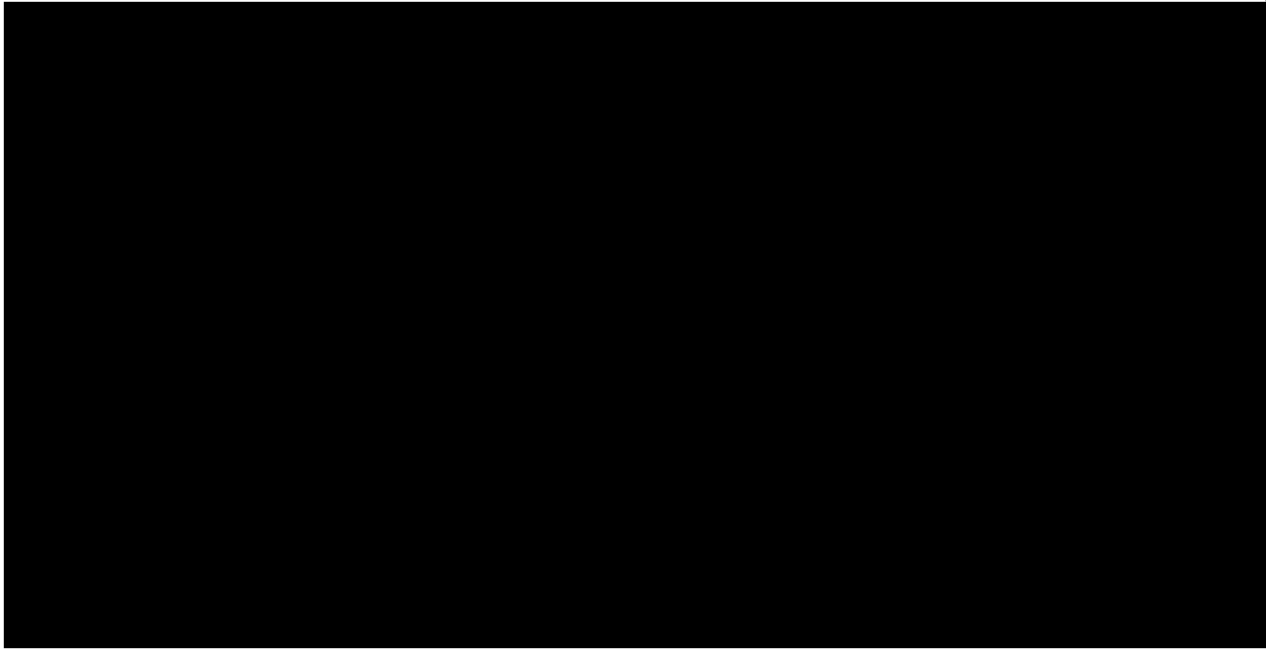
9.1 **Confidentiality Obligations.**

9.1.1 **Proprietary Information.** Steuben possesses, and will continue to possess, information that has been created, discovered and developed by, or has otherwise become known to, Steuben and/or in which property rights have been assigned or otherwise conveyed to Steuben, which information has commercial value in the business in which Steuben is engaged. All such information is referred to below as "Proprietary Information". By way of illustration, but not limitation, Proprietary Information includes patent, patent pending and patentable ideas, trade secrets, processes, manufacturing expertise and capabilities, formulae, data and know-how, improvements, inventions, techniques, financial information, marketing plans, strategies, forecasts, product mix, customers, customer lists, customer contact information, pricing information, the relationships and written and/or oral agreements which exist between Steuben and its suppliers and/or its customers, information about Steuben's employees (including information about employee skills), product introductions and other confidential business information and matters.

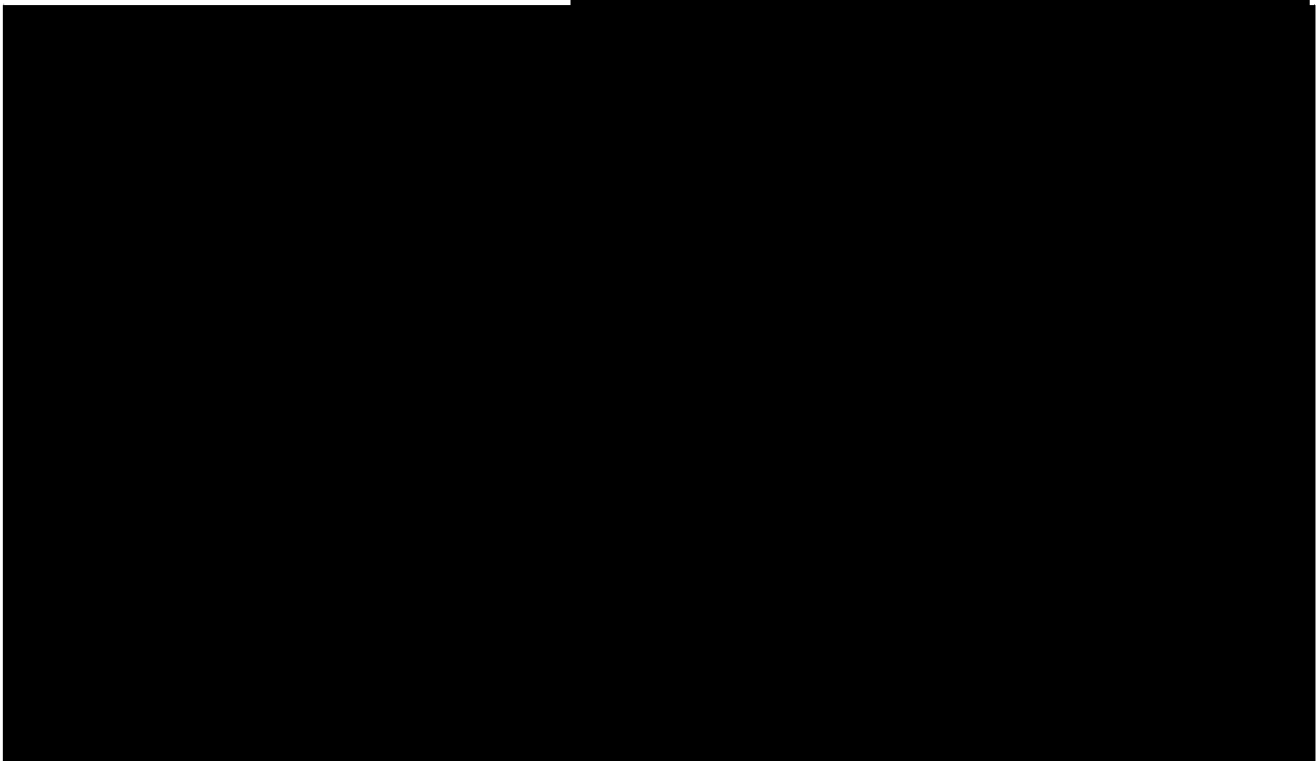
9.1.2 **Ownership, Use and Disclosure of Proprietary Information.** All Proprietary Information and related material shall be the sole property of Steuben and its assigns. Executive hereby assigns to Steuben any rights that he may have or come to acquire in any Proprietary Information. At all times, both during Executive's employment with Steuben and after the termination of Executive's employment with Steuben, Executive will keep in confidence and trust all Proprietary Information and will not use any Proprietary Information for his personal benefit or for the benefit of third-parties, or disclose any Proprietary Information or

anything related to it without the prior written consent of Steuben, except as may be necessary in the ordinary course of performing his duties as an employee of Steuben.

9.1.3 Return of Proprietary Information and Related Materials.



9.2 Restrictive Covenant.



perform work or consulting services on behalf of any third-party. Further, Executive will not make known the name of, or any other information about, any employee, independent contractor or consultant of Steuben to any third-party for purposes of such activities.

10. WORK PRODUCT.

10.1 Disclosure and Ownership of Work Product. Each discovery, idea, invention, formula or other work product, including, but not limited to, any work product that may be protected as a copyright, patent, trademark or trade secret, developed by Executive during his employment with Steuben resulting from, relating to or suggested by any business now or hereafter undertaken by Steuben (collectively "Work Product"), and each document, model and other tangible item relating to such Work Product shall: 1) be promptly disclosed by Executive to Steuben; and 2) constitute the sole and exclusive property of Steuben.

10.2 Exclusive and Perpetual License for Work Product. To the extent that applicable law provides that any Work Product belongs to Executive rather than Steuben notwithstanding the terms of Section 10.1, above, Executive grants to Steuben an exclusive and perpetual license to copy, modify, use, sublicense, transfer and otherwise exploit such Work Product for no consideration beyond the consideration provided to Executive under this Agreement.

10.3 Assistance with Protection of Interest in Work Product. Executive shall execute each document, instrument and other writing, and shall take each other action requested by Steuben (including, but not limited to, preparing or assisting in the preparation of any copyright, patent, or trademark application) to assist Steuben in protecting its interest in any Work Product.

in all other respects, remain in full force and effect. Any modification or amendment to this Agreement shall be of no effect unless made in a writing signed by both Executive and Steuben.

15. ASSIGNABILITY.

15.1 Neither this Agreement nor any right granted under this Agreement may be assigned by Executive. Steuben may assign this Agreement to any of its affiliated companies or successors or any company that acquires a majority of Steuben's assets.

16. NO WAIVER.

16.1 No waiver by either Steuben or Executive of a breach of any term of or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of such breach, or a waiver of any future breach of any term of or covenant contained in this Agreement.

17. PERSONAL JURISDICTION AND VENUE.

17.1 Steuben and Executive agree that any suit, action or proceeding based upon, arising out of or relating to this Agreement, or the breach of this Agreement, shall be brought in a court of competent jurisdiction within the State of New York, County of Erie, and not in or before any other court, agency or tribunal. Executive irrevocably consents to the exercise of personal jurisdiction by the courts situated in the County of Erie, agrees that venue shall be proper in such courts, and irrevocably waives and releases any and all defenses based on lack of personal jurisdiction, improper venue and/or forum non conveniens.

18. GOVERNING LAW.

18.1 New York State Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, notwithstanding any choice of law principles, statutes or rules to the contrary.

18.2 **Internal Revenue Code Section 409A.** This Agreement is intended to comply with the applicable provisions of Internal Revenue Code Section 409A, and shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of Internal Revenue Code Section 409A. However, Steuben makes no representation that the terms of this Agreement or the compensation and benefits provided pursuant to this Agreement will comply with Internal Revenue Code Section 409A and makes no undertaking to prevent Internal Revenue Code Section 409A from applying to the compensation and benefits provided pursuant to this Agreement or to mitigate the effects of Internal Revenue Code Section 409A on any compensation and/or benefits provided pursuant to this Agreement.

19. **SECTION HEADINGS.**

19.1 The titles to the Sections of this Agreement are solely for the convenience of Executive and Steuben and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed by Executive and Steuben as of the date first set forth above.

STEUBEN FOODS, INCORPORATED

ROBERT J. SUSZ

By: Frank V. Boulton

By: Robert J. Susz

Frank V. Boulton Chairman of Business
Development & General
Printed Name and Position Counsel

Robert J. Susz
Printed Name

2-15-13
Dated

2-15-13
Dated