

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT7654679

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL WERNER	09/13/2014
ANDREW JOHANSEN	05/04/2015
RECEIVING PARTY DATA	
Name:	WILTON BRANDS LLC
Street Address:	2240 W. 75TH ST
City:	WOODRIDGE
State/Country:	ILLINOIS
Postal Code:	60517
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	D833835
CORRESPONDENCE DATA	
Fax Number:	(202)344-8300
<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:	2023444000
Email:	mfrank.team@Venable.com
Correspondent Name:	VENABLE LLP
Address Line 1:	P.O. BOX 34385
Address Line 4:	WASHINGTON, D.C. 20043
ATTORNEY DOCKET NUMBER:	149416.551350
NAME OF SUBMITTER:	MICHELE V. FRANK
SIGNATURE:	/Michele V. Frank/
DATE SIGNED:	11/19/2022
Total Attachments: 14	
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CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT (this "Agreement"), is dated as 9/13, 2014 between Wilton Brands LLC, a Delaware corporation (the "Company") with corporate headquarters at 2240 W. 75th Street, Woodridge, IL 60517, and Michael Werner (the "Employee" and together with the Company, the "Parties").

WHEREAS, Employee is or desires to be employed by the Company in a capacity in which Employee may receive or contribute to confidential information and/or intellectual property of the Company, Cupcake Holdings, LLC, and their respective past, present and future subsidiaries (each, a "Wilton Company" and collectively, the "Wilton Companies").

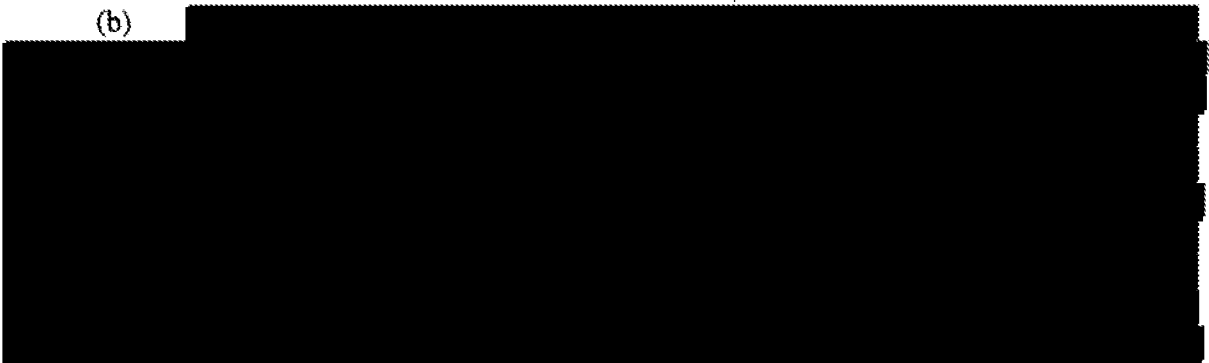
WHEREAS, the Wilton Companies develop and use valuable technical and non-technical confidential information and intellectual property which it may wish to protect.

NOW THEREFORE, in consideration of the premises and mutual covenants set forth herein, and other consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Company and the Employee hereby agree as follows:

I. Confidentiality.

(a) The Employee understands that during the course of [his][her] employment with the Company [he][she] may have access to and become acquainted with Confidential Information including Trade Secrets. The Employee acknowledges that [his][her] employment with the Company creates a relationship of confidence and trust with respect to Confidential Information including Trade Secrets. The Employee acknowledges that [he][she] has an affirmative obligation to protect against misuse and unauthorized disclosure of Confidential Information and Trade Secrets and [he][she] owes a duty of loyalty to the Wilton Companies. The Employee understands that [he][she] is expected not to engage in any action or inaction that is contrary to the best interests of the Wilton Companies or that could reasonably be expected to lead to a conflict of interest or benefit a competitor of the Wilton Companies. At all times during [his][her] employment and following the date [his][her] employment terminates for any reason, the Employee agrees that [he][she] will keep all Confidential Information including Trade Secrets in confidence and trust, and will not directly or indirectly use or disclose any such Confidential Information including Trade Secrets [he][she] acquires knowledge of for [his][her] benefit or for the benefit of any other person, entity, firm, organization, association or partnership, except as may be necessary to perform [his][her] duties as an employee of a Wilton Company.

(b)



[REDACTED]

(c) These restrictions are in addition to and in furtherance of any existing Company policies regarding use and non-disclosure of confidential information, employee loyalty, moonlighting and time and attention requirements. If any restriction in this Agreement conflicts or is inconsistent with any restriction contained elsewhere in the Wilton Companies employment policies, the more limiting restriction shall govern.

(d) "Confidential Information" includes all information regarding the Wilton Companies and their respective past or current officers, directors, managers, employees, [REDACTED] (each, a "Covered Individual"). Confidential Information also includes, but is not limited to, the following types of information relating to a Wilton Company or a Covered Individual: historical and projected financial results; business processes or methods; business plans, programs or strategies; new or changed products before public introduction; marketing, branding and/or advertising plans, programs, or strategies; research and development plans, programs or strategies, engineering information; formulas; manufacturing processes and capacities; product data; names of customers and vendors; price strategies, costs and quantities sold; and information regarding personnel or their compensation, and organization charts or costs of individual departments, or any information regarding personal matters regarding any Covered Individual. "Confidential Information" shall not include information which is or becomes public knowledge through no fault of the Employee.

(e) "Trade Secrets" include information including, but not limited to, formulas, processes or methods that (i) derive independent economic value, actual or potential, from not being generally known to or readily ascertainable by proper means, by other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of reasonable efforts by a Wilton Company to maintain its secrecy. "Trade Secrets" do not include skills and other abilities developed in the course of employment or information, which is generally available to the public or otherwise available from persons under no duty of secrecy.

(f) The Employee acknowledges and agrees that it is the Company's policy not to misappropriate Confidential Information or Trade Secrets of others, whether or not they are competitors, and that this obligation extends to each Wilton Company's employees. The Employee acknowledges and agrees that [he][she] has a continuing duty to [his][her] former employers not to communicate, divulge or disclose to a Wilton Company any Confidential Information or Trade Secrets of any former employer.

2. Intellectual Property.

(a) The Employee acknowledges that all Intellectual Property (whether or not patentable) which is conceived, developed or made by the Employee (either solely or jointly with others) while employed by any Wilton Company belongs to the applicable Wilton Company whether or not patent, copyright or trademark applications are filed thereon. Any copyrightable

work falling within the definition of Intellectual Property shall be deemed a "work made for hire" as such term is defined under applicable law, and ownership of all right, title and interest herein shall vest in the applicable Wilton Company. To the extent that any Intellectual Property is not deemed to be a "work made for hire" under applicable law or all right, title and interest in and to such Intellectual Property has not automatically vested in the applicable Wilton Company, the Employee hereby irrevocably assigns, transfers and conveys, to the full extent permitted by applicable law, all right, title and interest in and to the Intellectual Property on a worldwide basis to the applicable Wilton Company, without further consideration.

(b) "Intellectual Property" means all trade names, trademarks, logos, brand names, model names and other identifying markings, and all other trade dress, visual design, copyrights, advertising, promotional materials, published and unpublished drawings, photographs, notes, manuscripts, books, articles, reports, correspondence, and other writings, inventions, innovations, designs, plans, specifications, processes, methods, products, apparatus, drawings, discoveries, developments, concepts, ideas, materials, components, design patent rights, utility patent rights or the like, molding, tooling, jigs and/or fixtures, samples, packaging and promotional materials and the other intellectual property rights.

(c) The Employee agrees that [he][she] will, whether during or after [his][her] employment, upon the request and at the expense of the Company, but without additional compensation, perform all actions requested by a Wilton Company (including without limitations executing and delivering all assignments, consents, powers of attorney and other instruments) in assisting such Wilton Company in (i) obtaining registrations, both domestic and foreign, on such Intellectual Property, (ii) securing and maintaining title in by such Wilton Company or its successors and assigns, to any such Intellectual Property, and applications or registrations therefore, and (iii) defending, establishing or otherwise preserving the validity of such applications and registrations including rendering assistance in any litigation or other proceeding pertaining to such Intellectual Property.

(d) The Employee agrees to keep, maintain and make available to the Company complete and accurate records relating to Intellectual Property conceived or reduced to practice by the Employee and any application or registrations relating to any Intellectual Property, either solely or jointly with others during [his][her] employment and to disclose promptly in writing to Wilton all such Intellectual Property.

3. Required Disclosure. The Employee agrees that if [he][she] is requested or required by law, rule or regulation or by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other legal or judicial process to disclose (i) any Confidential Information including Trade Secrets, (ii) any Intellectual Property, or (iii) any information relating to [his][her] opinion, judgment or recommendations concerning a Wilton Company as developed from the Confidential Information or Intellectual Property, [he][she] will provide the Company with prompt written notice of any such request or requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions contained herein. The Employee agrees to fully cooperate with the Company in the Company's efforts to obtain such protective order.

4. Return of Information and Materials. The Employee agrees that all writings or other materials containing or reflecting Confidential Information, including Trade Secret, or Intellectual Property in [his][her] possession during and relating to [his][her] employment are at all times the Company's property and that [he][she] will deliver the same over to the Company upon request or upon termination of [his][her] employment.

5. Non Disparagment. The Employee shall not, whether in writing or orally, malign, denigrate or disparage any Wilton Company, or any Covered Individual , or otherwise publish (whether in writing or orally) statements that tend to portray any of the aforementioned parties in an unfavorable light; provided, that nothing herein shall or shall be deemed to prevent or impair the Employee from testifying truthfully in any legal or administrative proceeding in which such testimony is compelled or requested (or otherwise complying with legal requirements).

6. Continuing Obligation After Employment. The obligations of Employee under this Agreement shall continue beyond the termination of employment with respect to Confidential Information, including Trade Secrets, non-disparagement, and Intellectual Property of a Wilton Company, and shall be binding upon Employee's assigns, executors, administrator, and other legal representatives, and otherwise will not be assignable by the Employee. This Agreement is assignable by the Company.

7. Employment At Will. The Employee acknowledges that, notwithstanding any provision of this Agreement, the employment relationship between the Employee and the Company is at will, and this Agreement does not in any way grant, imply, or create a contract of employment for any specific period of time nor establish any right or guaranty of the Employee to continued employment hereafter with the Company or any other Wilton Company.

8. Entire Agreement. This Agreement supersedes any prior confidentiality agreement or agreement regarding intellectual property with the Company, but does not supersede any additional obligations required by the Company's Code of Conduct (or any similar or successor code of conduct), the Cupcake Holdings, LLC 2009 Senior Executive Equity Plan (the "Equity Plan") and any grant agreement entered into by the Employee pursuant to such Equity Plan, any other benefit plan of a Wilton Company or other terms of employment with a Wilton Company.

9. Notice. Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing and shall be deemed delivered: (a) upon delivery if delivered in person; (b) four days after being mailed by certified mail, registered receipt, or (c) one (1) business day after deposit with an overnight courier if deposited for overnight delivery, in the case of the Company addressed to the address set forth in the first page of this Agreement (attention, Legal Department) and to the Employee to the address set forth in the signature page, or to such other address as may be specified by either Party hereto upon notice given to the other.

10. Amendment and Waiver. Any amendment or modification of this Agreement or waiver of any provision of this Agreement shall be in writing and executed by both Parties. The failure of a Wilton Company to at any time enforce any of the provisions of this Agreement shall

not be deemed or construed to be a waiver of any such provision, nor in any way affect the validity of this Agreement or any provision hereof or the right of a Wilton Company to thereafter enforce each and every provision of this Agreement. No waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment. No amendment, modification or waiver of this Agreement will be effective until its execution by the Company and the Employee.

11. Severability. In the event that any one or more of the provisions contained in this Agreement 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 provision of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

12. Governing Law. This Agreement and all matters related to this Agreement including tort and other claims shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to its choice of law provisions.

13. Waiver of Jury Trial. **Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the Parties wish applicable state and federal laws to apply (rather than arbitration rules), the Parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each Party to this Agreement hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between the Parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this agreement and/or the transactions contemplated hereby.**

14. Third Party Beneficiary. The Employee acknowledges and agrees that each Wilton Company shall be a third party beneficiary of this Agreement and shall be entitled to enforce the provisions of this Agreement as if they were parties to this Agreement.

15. Equitable Relief. The Employee acknowledges and agrees that (i) its failure to perform its obligations under this Agreement and its breach of any provision hereof in any instance, shall result in immediate and irreparable damage to the Wilton Companies, (ii) no adequate remedy at law exists for such damage, and (iii) in the event of such failure or breach or threatened failure or breach, each Wilton Company shall be entitled to equitable relief by way of temporary, preliminary and permanent injunctions, and such other and further relief as any court of competent jurisdiction may deem just and proper, in addition to, and without prejudice to, any other relief to which each Wilton Company may be entitled at law or in equity. The Employee waives any requirement for the posting of a bond or other security by each Wilton Company in connection with a Wilton Company obtaining any such temporary, preliminary and/or permanent injunction.

16. Counterparts. This Agreement may be executed in two or more counterparts, each

of which shall constitute an original, but all of which together shall constitute one and the same original. This Agreement may be delivered by facsimile or other electronic transmission (including by e-mail in "pdf" form) and each party to this Agreement shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

17. Advice of Counsel. Prior to execution of this Agreement, the Employee was advised by the Company of the Employee's right to seek independent advice from an attorney of the Employee's own selection regarding this Agreement. The Employee acknowledges that the Employee has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Employee further represents that in entering into this Agreement, the Employee is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Employee is relying only upon the Employee's own judgment and any advice provided by the Employee's attorney.

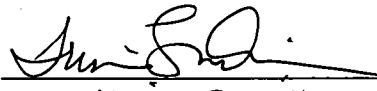
18. Successor and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Employee and the Company and the Company's successors, heirs and permitted assigns. The Employee may not assign this Agreement (by operation of law or otherwise), or any of the Employee's rights or obligations hereunder, without the prior written consent of the Company. The Company may assign this Agreement (by operation of law or otherwise), or any of its rights or obligations hereunder, without the prior written consent of the Employee in connection with any sale, transfer or assignment of all or substantially all of the assets of the Company or any sale, transfer or assignment (by operation of law or otherwise) in connection with any merger of the Company with or into another entity. For the sake of clarity and avoidance of doubt, the sale of equity in the Company or any of its parent entities shall not be deemed an assignment of this Agreement.

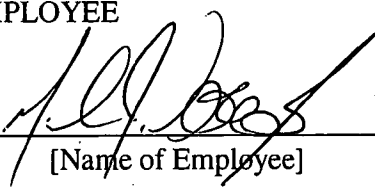
19. Section Headings. The various Section headings are inserted for purposes of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

20. English Language. The parties to this Agreement acknowledge that this Agreement was drafted in and will be construed in English.

WILTON BRANDS LLC

EMPLOYEE

By: 
Name: TRICIA SMITH
Title: SR MGR, BENEFITS

By: 
[Name of Employee]

Date 9/15/14

Date 9/13/2014

Address for Notices:

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT (this "Agreement"), is dated as 4.30, 2015 between Wilton Brands LLC, a Delaware corporation (the "Company") with corporate headquarters at 2240 W. 75th Street, Woodridge, IL 60517, and Audrey Johnson the "Employee" and together with the Company, the "Parties").

WHEREAS, Employee is or desires to be employed by the Company in a capacity in which Employee may receive or contribute to confidential information and/or intellectual property of the Company, Cupcake Holdings, LLC, and their respective past, present and future subsidiaries (each, a "Wilton Company" and collectively, the "Wilton Companies").

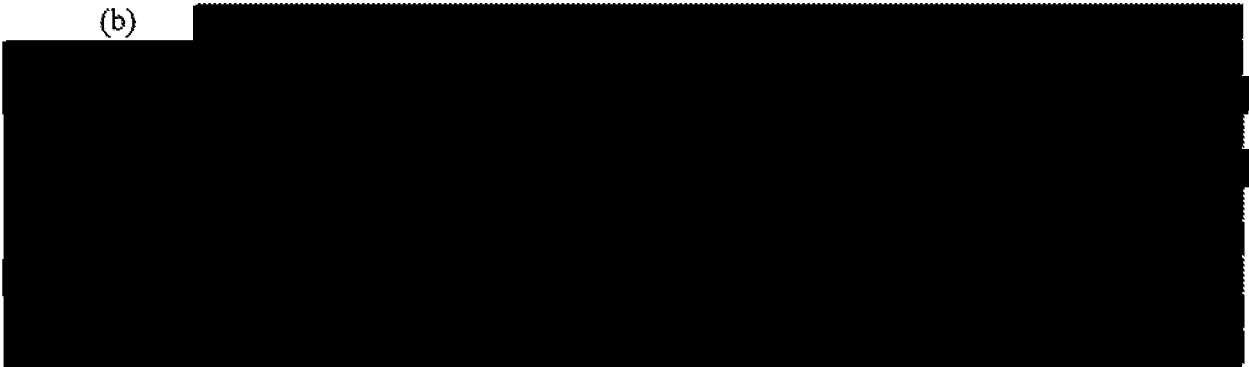
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(b)



[REDACTED]

(c) These restrictions are in addition to and in furtherance of any existing Company policies regarding use and non-disclosure of confidential information, employee loyalty, moonlighting and time and attention requirements. If any restriction in this Agreement conflicts or is inconsistent with any restriction contained elsewhere in the Wilton Companies employment policies, the more limiting restriction shall govern.

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work falling within the definition of Intellectual Property shall be deemed a "work made for hire" as such term is defined under applicable law, and ownership of all right, title and interest herein shall vest in the applicable Wilton Company. To the extent that any Intellectual Property is not deemed to be a "work made for hire" under applicable law or all right, title and interest in and to such Intellectual Property has not automatically vested in the applicable Wilton Company, the Employee hereby irrevocably assigns, transfers and conveys, to the full extent permitted by applicable law, all right, title and interest in and to the Intellectual Property on a worldwide basis to the applicable Wilton Company, without further consideration.

(b) "Intellectual Property" means all trade names, trademarks, logos, brand names, model names and other identifying markings, and all other trade dress, visual design, copyrights, advertising, promotional materials, published and unpublished drawings, photographs, notes, manuscripts, books, articles, reports, correspondence, and other writings, inventions, innovations, designs, plans, specifications, processes, methods, products, apparatus, drawings, discoveries, developments, concepts, ideas, materials, components, design patent rights, utility patent rights or the like, molding, tooling, jigs and/or fixtures, samples, packaging and promotional materials and the other intellectual property rights.

(c) The Employee agrees that [he][she] will, whether during or after [his][her] employment, upon the request and at the expense of the Company, but without additional compensation, perform all actions requested by a Wilton Company (including without limitations executing and delivering all assignments, consents, powers of attorney and other instruments) in assisting such Wilton Company in (i) obtaining registrations, both domestic and foreign, on such Intellectual Property, (ii) securing and maintaining title in by such Wilton Company or its successors and assigns, to any such Intellectual Property, and applications or registrations therefore, and (iii) defending, establishing or otherwise preserving the validity of such applications and registrations including rendering assistance in any litigation or other proceeding pertaining to such Intellectual Property.

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3. Required Disclosure. The Employee agrees that if [he][she] is requested or required by law, rule or regulation or by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or other legal or judicial process to disclose (i) any Confidential Information including Trade Secrets, (ii) any Intellectual Property, or (iii) any information relating to [his][her] opinion, judgment or recommendations concerning a Wilton Company as developed from the Confidential Information or Intellectual Property, [he][she] will provide the Company with prompt written notice of any such request or requirement so that the Company may seek an appropriate protective order or waive compliance with the provisions contained herein. The Employee agrees to fully cooperate with the Company in the Company's efforts to obtain such protective order.

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5. Non Disparagement. The Employee shall not, whether in writing or orally, malign, denigrate or disparage any Wilton Company, or any Covered Individual, or otherwise publish (whether in writing or orally) statements that tend to portray any of the aforementioned parties in an unfavorable light; provided, that nothing herein shall or shall be deemed to prevent or impair the Employee from testifying truthfully in any legal or administrative proceeding in which such testimony is compelled or requested (or otherwise complying with legal requirements).

6. Continuing Obligation After Employment. The obligations of Employee under this Agreement shall continue beyond the termination of employment with respect to Confidential Information, including Trade Secrets, non-disparagement, and Intellectual Property of a Wilton Company, and shall be binding upon Employee's assigns, executors, administrator, and other legal representatives, and otherwise will not be assignable by the Employee. This Agreement is assignable by the Company.

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8. Entire Agreement. This Agreement supersedes any prior confidentiality agreement or agreement regarding intellectual property with the Company, but does not supersede any additional obligations required by the Company's Code of Conduct (or any similar or successor code of conduct), the Cupcake Holdings, LLC 2009 Senior Executive Equity Plan (the "Equity Plan") and any grant agreement entered into by the Employee pursuant to such Equity Plan, any other benefit plan of a Wilton Company or other terms of employment with a Wilton Company.

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10. Amendment and Waiver. Any amendment or modification of this Agreement or waiver of any provision of this Agreement shall be in writing and executed by both Parties. The failure of a Wilton Company to at any time enforce any of the provisions of this Agreement shall

not be deemed or construed to be a waiver of any such provision, nor in any way affect the validity of this Agreement or any provision hereof or the right of a Wilton Company to thereafter enforce each and every provision of this Agreement. No waiver of any such breach, non-compliance or non-fulfillment shall be construed or deemed to be a waiver of any other or subsequent breach, non-compliance or non-fulfillment. No amendment, modification or waiver of this Agreement will be effective until its execution by the Company and the Employee.

11. Severability. In the event that any one or more of the provisions contained in this Agreement 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 provision of this Agreement, and all other provisions shall remain in full force and effect. If any provision of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law.

12. Governing Law. This Agreement and all matters related to this Agreement including tort and other claims shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to its choice of law provisions.

13. Waiver of Jury Trial. **Because disputes arising in connection with complex transactions are most quickly and economically resolved by an experienced and expert person and the Parties wish applicable state and federal laws to apply (rather than arbitration rules), the Parties desire that their disputes be resolved by a judge applying such applicable laws. Therefore, to achieve the best combination of the benefits of the judicial system and of arbitration, each Party to this Agreement hereby waives all rights to trial by jury in any action, suit, or proceeding brought to resolve any dispute between the Parties hereto, whether arising in contract, tort, or otherwise, arising out of, connected with, related or incidental to this agreement and/or the transactions contemplated hereby.**

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16. Counterparts. This Agreement may be executed in two or more counterparts, each

of which shall constitute an original, but all of which together shall constitute one and the same original. This Agreement may be delivered by facsimile or other electronic transmission (including by e-mail in "pdf" form) and each party to this Agreement shall be permitted to rely upon the signatures so transmitted to the same extent and effect as if they were original signatures.

17. Advice of Counsel. Prior to execution of this Agreement, the Employee was advised by the Company of the Employee's right to seek independent advice from an attorney of the Employee's own selection regarding this Agreement. The Employee acknowledges that the Employee has entered into this Agreement knowingly and voluntarily and with full knowledge and understanding of the provisions of this Agreement after being given the opportunity to consult with counsel. The Employee further represents that in entering into this Agreement, the Employee is not relying on any statements or representations made by any of the Company's directors, officers, employees or agents which are not expressly set forth herein, and that the Employee is relying only upon the Employee's own judgment and any advice provided by the Employee's attorney.

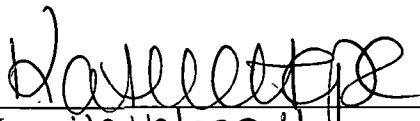
18. Successor and Assigns. This Agreement is intended to bind and inure to the benefit of and be enforceable by the Employee and the Company and the Company's successors, heirs and permitted assigns. The Employee may not assign this Agreement (by operation of law or otherwise), or any of the Employee's rights or obligations hereunder, without the prior written consent of the Company. The Company may assign this Agreement (by operation of law or otherwise), or any of its rights or obligations hereunder, without the prior written consent of the Employee in connection with any sale, transfer or assignment of all or substantially all of the assets of the Company or any sale, transfer or assignment (by operation of law or otherwise) in connection with any merger of the Company with or into another entity. For the sake of clarity and avoidance of doubt, the sale of equity in the Company or any of its parent entities shall not be deemed an assignment of this Agreement.

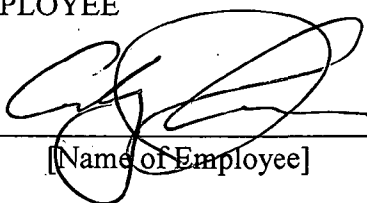
19. Section Headings. The various Section headings are inserted for purposes of reference only and shall not affect the meaning or interpretation of this Agreement or any provision hereof.

20. English Language. The parties to this Agreement acknowledge that this Agreement was drafted in and will be construed in English.

WILTON BRANDS LLC

EMPLOYEE

By: 
Name: Kathleen Hope
Title: Sr. Manager Talent Acquisition

By: 
[Name of Employee]

Date 5/4/15

Date 5.4.15

Address for Notices:

PATENT