



EVERYDAY EDISONS SEASON 5 PARTICIPANT AGREEMENT AND RELEASE

This Everyday Edisons Season 5 Participant Agreement and Release (“Agreement”) is entered into by and between the person who electronically signs and submits this Agreement and is identified by name in the Submission Acknowledgement (“Innovator”), and Edison Nation, LLC, a limited liability company organized and existing under the laws of the State of North Carolina and having a principal office and place of business at 520 Elliot Street, Charlotte, North Carolina 28202 (“Edison Nation”). Innovator and Edison Nation are sometimes referred to as “Parties” and each, individually, as a “Party.”

WHEREAS, Edison Nation and its subsidiaries have or have access to expertise in the review, analysis, evaluation, design, development, improvement, manufacture, commercialization, or distribution of consumer and commercial products and services;

WHEREAS, Edison Nation is searching for novel and unobvious ideas for new commercial products, especially for retail consumer markets;

WHEREAS, Edison Nation and its subsidiaries and/or affiliates endeavor to commercialize those consumer products that it believes have the best chances for success in the retail market and may feature these products on the Everyday Edisons television show and/or related productions;

WHEREAS, Innovator purports and warrants to be the sole owner of all rights, title, and interests in and to the Innovation, including all associated Intellectual Property; and

WHEREAS, Edison Nation desires to Consider the Innovation for purposes of possible acquisition of the Intellectual Property;

NOW THEREFORE, in consideration of the rights and obligations of the Parties, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

1 DEFINITIONS

- 1.1 Casting Call: A process by which an Innovator submits an Innovation to Edison Nation to potentially be selected for commercialization and/or featured on the Program. By participating in a Casting Call, Innovator agrees to travel to Charlotte, North Carolina at Edison Nation’s request and appear in person to present his or her Innovation for filming of the Program at the Everyday Edisons Finalist Event.

- 1.2 Consider: To review, analyze and evaluate an Innovation.
- 1.3 Everyday Edisons Finalist Event: An event at which the Final Consideration will take place, and which will be held in Charlotte, North Carolina on September 14-16, 2012 (or such other date as Edison Nation shall dictate in its sole discretion).
- 1.4 Final Consideration: The further review, analysis, and evaluation of an Innovation deemed to have a good chance of successful commercialization. Innovations chosen for Final Consideration may be selected for airing on the Program. Furthermore, an Innovation that is submitted and that is deemed to have a good chance of successful commercialization may also be selected for commercialization even if the Innovation is not selected for airing the Program. Selection of an Innovation for Final Consideration and airing on the Program is within the sole discretion of Edison Nation. Innovators with Innovations chosen for Final Consideration agree to travel, at Edison Nation's request, to Charlotte, North Carolina to appear in person to present his or her Innovation at the Everyday Edisons Finalist Event.
- 1.5 Initial Consideration: The initial review, analysis, and evaluation of an Innovation based on information provided during the submission process. Factors that are considered during the Initial Consideration include, without limitation, patentability of the invention, technical requirements and skill necessary for design and manufacture of the Innovation, and potential product sales and product market size for the Innovation.
- 1.6 Innovator: The person who electronically signs and submits this Agreement and is identified by name in the Submission Acknowledgement, thereby entering into this Agreement with Edison Nation.
- 1.7 Innovation: An idea from an Innovator.
- 1.8 Intellectual Property: Any and all inventions; any and all domestic, foreign and international patents and patent applications, including any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, continuation-in-part, provisional, nonprovisional, and the like of any patent or patent application, and any patent or patent application claiming a right of priority to any of the foregoing; all domestic, foreign and international trademarks and trademark applications and registrations, and related domain names and Web sites; all domestic and foreign copyrights; trade secrets; know-how; and designs; and including any refinements, changes, variations, derivatives, and improvements of the foregoing; and any past or present right or cause of action arising under any of the foregoing, including the right to sue for infringement, which are incorporated in, embodied by, or otherwise directly related to an Innovation.
- 1.9 Program: The television show *Everyday Edisons*.
- 1.10 Publicize: This display of any details of the Innovation and the Innovator's name on the Edison Nation web site or the web site of any of its partners, sublicensees or affiliates; and inclusion of

any details of the Innovation and the Innovator's name in articles written by Edison Nation or any of its partners or sublicensees.

- 1.11 Submission Acknowledgement: An e-mail message to the Innovator that contains a copy of the electronically-signed Everyday Edisons Season 5 Participant Agreement and Release and a receipt for the Submission Fee. The Submission Acknowledgement serves as documentation of the Innovator's submission.
- 1.12 Submission Date: The date that an Innovator submitted an Innovation to Edison Nation.
- 1.13 Submission Fee: A non-refundable fee paid to Edison Nation to defray the costs of evaluating an Innovation. The amount of the Submission Fee shall be specified on the Everyday Edisons and/or Edison Nation web site.
- 1.14 Term: The term of this Agreement shall begin on the Submission Date and shall end when this Agreement is terminated.

2 SUBMISSION AND CONSIDERATION

- 2.1 Innovator acknowledges that Innovator is entering and upon submissions of an Innovation has entered into this Agreement only after careful consideration of this Agreement and that the Innovator has had full and fair opportunity to seek legal advice concerning the rights and obligations of the Parties to this Agreement.
- 2.2 The Parties acknowledge that this Agreement is being concurrently submitted with a true, accurate, and complete response to a Casting Call on the Everyday Edisons and/or Edison Nation web site, and that this Agreement is being electronically signed and submitted together with a Submission Fee. Upon successful receipt by Edison Nation of both the electronic signature to this Agreement and the response by the Innovator to the Casting Call, and upon confirmation of payment by the Innovator of the required Submission Fee, Everyday Edisons shall send the Innovator via email a Submission Acknowledgement, and a receipt for the Submission Fee payment.
- 2.3 Upon submission, the Innovation will be reviewed by an automated process and may further be manually reviewed by one or more analysts during the Initial Consideration. Those Innovations that are deemed to have a good chance of successful commercialization will be further researched, evaluated and Considered during Final Consideration.
- 2.4 Edison Nation will notify the Innovator whether his or her Innovation has been selected for Final Consideration. Innovators who have Innovations that have been selected for Final Consideration expressly covenant and agree to, at Edison Nation's request, travel to Charlotte, North Carolina to participate in-person at the Everyday Edisons Finalist Event and to be filmed for the Program.
- 2.5 In the event the Innovator is requested by Edison Nation to travel to the Everyday Edisons Finalist Event, Edison Nation shall (1) provide lodging for Innovator in Charlotte on the nights of September 14 and 15, (2) reimburse the actual cost of Innovator's round trip airfare to

Charlotte, North Carolina (up to \$500), (3) provide at least two meals to Innovator during the Everyday Edisons Finalist Event weekend, and (4) provide ground transportation for Innovator to and from the Charlotte airport, the Innovator's hotel, and the location of the Everyday Edisons Finalist Event.

- 2.6 Innovator expressly covenants and agrees that if Edison Nation selects the Innovation for commercialization, Innovator will automatically enter into and sign, without negotiation, the "Assignment and Annuity Agreement" attached as EXHIBIT A, below.
- 2.7 Innovator expressly covenants and agrees that Innovator will not, at any time, assign, license, convey, transfer or take any other action that would impact or otherwise effect the Innovator's right in, to, or under the Innovation, or otherwise impair Innovator's ability to enter into the "Assignment and Annuity Agreement," attached hereto as EXHIBIT A.
- 2.8 Innovator further expressly covenants and agrees that any subsidiary or affiliated entity of Edison Nation may be identified as the assignee of the "Assignment and Annuity Agreement," and that, as between the Parties, such subsidiary or affiliated entity shall be chosen by Edison Nation in its sole discretion.
- 2.9 Innovator expressly acknowledges and agrees that the "Assignment and Annuity Agreement" set forth in EXHIBIT A effects the assignment of all of Innovator's rights, interests and title in and to the Innovation to Edison Nation (or one of its subsidiaries or affiliated companies). The "Assignment and Annuity Agreement" further provides for payments to Innovator that are made on an annual basis and that generally are based on sales (if any) of products that incorporate the Innovation, sales (if any) of products that are covered by one or more claims of an active utility patent that is based on the Innovation, and royalties (if any) that are received under any such patent.
- 2.10 Should the Innovator's Innovation not be selected for commercialization, then Innovator will have no restrictions on his or her ability to assign, license, convey, transfer or take any other action that would impact Innovator's rights in, to, or under the Innovation.

3 ELIGIBILITY TO PARTICIPATE

- 3.1 To be eligible for consideration, Innovator must have full ownership rights in the Innovation.
- 3.2 If there is more than one owner of an Innovation, then each owner must consent to this Agreement. Moreover, all references to "Innovator," "Assignor," "you," or "your," in this Agreement are deemed to refer to such owners of the Innovation. An Innovator typically is the owner unless there is an obligation to assign rights, interest, or title in the Innovation to someone else, or unless rights, interests, or title in the Innovation in fact has been assigned to someone else, in which event "owner" as used herein includes such assignee.
- 3.3 Accordingly, by making this submission and electronically signing this Agreement, Innovator hereby confirms that: (1) the Innovator is the first and only inventor of the Innovation; (2) the Innovator owns all rights, title, and interests in, to, and under the Innovation; and (3) the

Innovator has not transferred, licensed, assigned, or otherwise conveyed any rights, title, or interests in, under, or to the Innovation or anyone else.

- 3.4 Innovator expressly warrants and agrees that by making this submission and electronically signing this Agreement, Innovator is ready, willing and able to travel to Charlotte, North Carolina to participate in the Casting Call for filming of the Program.

4 REPRESENTATIONS, WARRANTIES AND INDEMNITY

4.1 INNOVATOR REPRESENTS AND WARRANTS TO EDISON NATION AND ANY AFFILIATE THAT:

4.1.1 INNOVATOR IS THE SOLE OWNER OF ALL RIGHTS, INTERESTS, AND TITLE IN AND TO THE INTELLECTUAL PROPERTY THAT IS INCORPORATED IN, EMBODIED BY, OR OTHERWISE DIRECTLY RELATED TO THE INNOVATION;

4.1.2 INNOVATOR HAS THE RIGHT AND ABILITY TO ENTER INTO THIS AGREEMENT;

4.1.3 INNOVATOR HAS THE RIGHT AND ABILITY TO ENTER INTO THE ASSIGNMENT AND ANNUITY AGREEMENT ATTACHED AS EXHIBIT A;

4.1.4 DURING THE TERM OF THIS AGREEMENT, INNOVATOR SHALL NOT SELL, HYPOTHECATE, ASSIGN, PLEDGE, TRANSFER, GRANT, OR OTHERWISE ENCUMBER ANY TYPE OF INTEREST IN THE INNOVATION OR THE INTELLECTUAL PROPERTY;

4.1.5 INNOVATOR HAS NO SPECIFIC KNOWLEDGE OF ANY CLAIMS TO, OR REASONS WHY INNOVATOR DOES NOT HAVE CLEAR TITLE TO, THE INNOVATION OR ANY OF THE INTELLECTUAL PROPERTY;

4.1.6 INNOVATOR HAS NO SPECIFIC KNOWLEDGE OF ANY INTELLECTUAL PROPERTY, INCLUDING ANY PATENT, THAT WOULD BE INFRINGED BY A PROTOTYPE OR COMMERCIAL SAMPLE OF INNOVATOR THAT REPRESENTS THE INNOVATION;

4.1.7 ALL STATEMENTS, DISCLOSURES, AND REPRESENTATIONS MADE BY INNOVATOR, WHETHER WRITTEN OR ORAL, ARE TRUE, ACCURATE, AND COMPLETE; AND

4.1.8 WITHOUT IN ANY WAY LIMITING THE FOREGOING, INNOVATOR CERTIFIES THAT INNOVATOR HAS NOT WITHHELD OR MISCHARACTERIZED ANY INFORMATION REGARDING INNOVATOR, INNOVATOR'S BACKGROUND, THE INNOVATION, THE INTELLECTUAL PROPERTY, OR ANY MATERIAL FACTS PERTAINING TO THERETO.

4.1.9 INNOVATOR SHALL INDEMNIFY AND HOLD HARMLESS EDISON NATION AND ANY AFFILIATE OR PARTY IN PRIVY WITH EDISON NATION FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, LAWSUITS, PROCEEDINGS, DAMAGES,

INJURIES, EXPENSES, COSTS, AND ATTORNEYS' FEES RESULTING FROM, RELATING TO, CONCERNING OR IN CONNECTION WITH A BREACH OF ANY OF INNOVATOR'S REPRESENTATIONS AND WARRANTIES.

- 4.1.10 ANY BREACH BY INNOVATOR OF ANY REPRESENTATION, WARRANTY, OR OBLIGATION OF THIS SECTION SHALL BE DEEMED HEREIN A MATERIAL BREACH.
- 4.1.11 NOTHING HEREIN SHALL LIMIT IN ANY WAY EDISON NATION OR ITS ASSIGNS OR AFFILIATES FROM USING, EXPLOITING, COMMERCIALIZING, OR WORKING WITH INNOVATOR WITH REGARD TO INNOVATOR'S INNOVATION.
- 4.1.12 INNOVATOR FURTHER HEREBY ACKNOWLEDGES THAT NO OBLIGATION OF CONFIDENTIALITY OR RESTRICTION UPON USE ARISES UNDER THIS AGREEMENT OR OTHERWISE EXISTS BETWEEN INNOVATOR AND EDISON NATION AND ITS ASSIGNS OR AFFILIATES REGARDING, WITHOUT LIMITATION, ANY INFORMATION PERTAINING TO THE INNOVATION.
- 4.1.13 INNOVATOR FURTHER HEREBY ACKNOWLEDGES THAT DISCLOSURE OF PARTICIPANT'S INNOVATION AND/OR PARTICIPATION IN THE CONSIDERATION PROCESS DESCRIBED HEREIN MAY AFFECT INNOVATOR'S ABILITY TO SEEK PATENT PROTECTION IN THE UNITED STATES OF AMERICA AND/OR IN ONE OR MORE FOREIGN COUNTRIES; MOREOVER, INNOVATOR MAY HAVE ONE (1) YEAR OR LESS IN WHICH TO FILE FOR PATENT PROTECTION WITHIN THE UNITED STATES OF AMERICA AS A RESULT OF THE DISCLOSURE OF THE INNOVATION AND/OR PARTICIPATION IN THE CONSIDERATION PROCESS DESCRIBED HEREIN.
- 4.1.14 **INNOVATOR FURTHER HEREBY ACKNOWLEDGES AND AGREES THAT INNOVATOR HAS HAD A FULL AND FAIR OPPORTUNITY TO SEEK LEGAL ADVICE FROM AN ATTORNEY IN UNDERSTANDING THE RIGHTS AND OBLIGATIONS ARISING FROM THIS AGREEMENT WHICH IS A BINDING CONTRACT BETWEEN THE PARTIES THAT IS SUPPORTED BY GOOD AND VALUABLE CONSIDERATION AND FROM THE ANNUITY AGREEMENT ATTACHED HERETO AS EXHIBIT A, AND IN UNDERSTANDING THE EFFECT ON PATENTABILITY OF THE INNOVATION, IF ANY, OF THE DISCLOSURE OF INNOVATOR'S INNOVATION AND/OR PARTICIPATION IN THE CONSIDERATION PROCESS DESCRIBED HEREIN.**
- 4.1.15 INNOVATOR FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT INNOVATOR'S DISCLOSURE OF THE INNOVATION, AUDITION FOR CONSIDERATION, AND/OR ANY PARTICIPATION IN THE CONSIDERATION PROCESS IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN PROGRAM CONSENT AND BLANKET RELEASE AGREEMENT SET FORTH IN SECTION 5, BELOW, BY AND BETWEEN PARTICIPANT AND EDISON NATION; SUCH AGREEMENT IS INCORPORATED HEREIN BY REFERENCE.

4.1.16 BY PARTICIPATING IN THE CASTING CALL, INNOVATOR SHALL NOT INFRINGE UPON OR VIOLATE THE RIGHTS OF ANY OTHER PERSON OR ENTITY (INCLUDING WITHOUT LIMITATION ANY OTHER INNOVATOR). INNOVATOR SHALL NOT CAUSE INJURY OR HARM TO ANY OTHER INNOVATOR OR EMPLOYEE OR AGENT OF EDISON NATION AND WILL ABIDE BY ALL CONTESTANT RULES OF CONDUCT, ALL U.S. LAWS, AND ALL APPLICABLE LOCAL LAWS. INNOVATOR SHALL NOT PARTAKE IN ANY GAMBLING VENTURE OR OTHER GAME OF CHANCE, SKILL OR KNOWLEDGE THAT RELATES IN ANY WAY TO THE CASTING CALL OR THE PROGRAM.

4.1.17 **INNOVATOR AND HIS OR HER HEIRS, NEXT OF KIN, SPOUSE, SPOUSAL EQUIVALENT, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS HEREBY IRREVOCABLY AGREE THAT THEY WILL NOT SUE OR CLAIM AGAINST EDISON NATION OR ANY OF ITS PRODUCERS, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS AND ASSIGNS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, PARTNERS, REPRESENTATIVES OR MEMBERS FOR ANY INJURY, ILLNESS, DAMAGE, LOSS OR HARM TO INNOVATOR OR INNOVATOR'S PROPERTY, OR INNOVATOR'S DEATH, HOWEVER CAUSED, RESULTING OR ARISING OUT OF OR IN CONNECTION WITH INNOVATOR'S PREPARATION FOR, TRAVEL FOR, PARTICIPATION AND APPEARANCE IN THE EVERYDAY EDISONS FINALIST EVENT OR ACTIVITIES ASSOCIATED WITH THE EVERYDAY EDISONS FINALIST EVENT.**

5 PROGRAM CONSENT AND BLANKET RELEASE

5.1 Innovator hereby consents to any recording and use and reuse of the recording by Edison Nation, and its respective licensees, sub-licensees, successors, assigns, parents, subsidiaries, affiliated entities, partners, sponsors, and each of their respective representatives, employees, agents, attorneys, officers and directors (collectively referred to herein as "Releasees"), of the Innovator's name, voice, actions, likeness (actual or simulated), sobriquet, appearance, biological and biographical information, performance, and any information (including disclosure of an invention) contained in, derived from or obtained in connection with an audition and selection process for, and participation in the Program or related productions and any and all of Innovator's interaction with any of the Releasees in connection with the Program, including, without limitation, any recordings or still pictures of the Innovator, name, appearance and any materials submitted by Innovator (collectively referred to herein as "Likeness"), as edited, altered, or modified by the Releasees, in any and all media now known or hereafter devised, throughout the world, in perpetuity, including, without limitation, in or in connection with any program or series, and in or in connection with any advertisement, promotion, publicity, marketing, and merchandising.

5.2 Innovator further agrees that Releasees may use all or any part of the Likeness, and may alter or modify it regardless of whether or not Innovator is recognizable. Innovator expressly waives any right to inspect or approve any use of the Likeness in the Program.

- 5.3 Innovator expressly acknowledges and agrees that Edison Nation makes no representation whether or not such Likeness or Innovation will be used in any manner whatsoever. Innovator irrevocably and absolutely grants the rights hereunder whether or not Innovator is selected to participate in the Program. Innovator releases Releasees from any and all liability arising out of their use of Innovator's Likeness and/or Innovation (including, without limitation, any claim that such use invades any right of privacy and/or publicity and any claims based on defamation or libel or false light), and Innovator represents and warrants that Innovator has the right to grant the rights conveyed hereunder. Innovator understands that Edison Nation makes no representation that the Likeness or Innovation will or will not be used in any way.
- 5.4 Innovator hereby irrevocably grants to Edison Nation, and its respective licensees, sub-licensees, successors, and assigns, all rights of every kind and nature whatsoever in perpetuity (including, without limitation, all copyrights, moral rights, or rights of publicity) in and to the recording as well as any video that Innovator may provide and any other materials that Innovator has provided or may provide, which video and materials will not be returned to Innovator (collectively referred to herein as "Materials"), including without limitation, the right to edit, alter and/or modify the Materials and to use all or part of the Materials and the Likeness in any and all media now known or hereafter devised, throughout the world, in perpetuity, including, without limitation, in or in connection with any advertisement, promotion, publicity, marketing, and merchandising, which rights are granted hereunder whether or not Innovator is selected to participate or participates in the Program in any manner whatsoever.
- 5.5 WITHOUT IN ANY WAY LIMITING THE FOREGOING, INNOVATOR ACKNOWLEDGES AND AGREES THAT WHETHER OR NOT PARTICIPANT IS SELECTED TO BE FEATURED ON ANY PROGRAM, ANY INNOVATION DISCLOSED BY PARTICIPANT MAY, IN THE SOLE DISCRETION OF EDISON NATION, BE SHOWN AND/OR DISCLOSED, USED AND DISCUSSED IN AND IN CONNECTION WITH THE SELECTION PROCESS AND ANY PROGRAM, INCLUDING, WITHOUT LIMITATION, IN AND IN CONNECTION WITH THE PRODUCTION AND EXPLOITATION OF THE PROGRAM TO BE PRODUCED BY EDISON NATION, AND IN AND IN CONNECTION WITH ADVERTISEMENTS, PROMOTIONS, PUBLICITY, AND THE LIKE.
- 5.6 Innovator acknowledges and agrees that Innovator will not be paid any money for giving Releasees these rights, and that the sole consideration for the release granted herein is Edison Nation's giving permission to participate in the audition for the Program.
- 5.7 Innovator agrees to take any further action, in writing or otherwise (including, without limitation, execution of affidavits and/or other documents), reasonably requested by Edison Nation to effect, perfect or confirm Edison Nation's rights in the Materials and the Likeness, including, without limitation, the rights to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Materials and the Likeness in perpetuity and throughout the world, in any manner or medium now existing or hereafter developed, on a royalty-free basis without separate consideration to Innovator or any other person or entity.

6 RESOLUTION OF DISPUTES

- 6.1 If a dispute, controversy, or claim arises out of or relates to this Agreement, the Parties agree to submit their dispute, controversy, or claim to mediation to be administered by the American Arbitration Association in accordance with the local rules of the United States District Court for the Western District of North Carolina. Mediation will be mandatory prior to resorting to arbitration.
- 6.2 If the dispute, controversy, or claim is not settled or resolved by mediation, then the Parties agree that it shall be settled by arbitration administered by the American Arbitration Association under its Patent Arbitration Rules before a panel of three arbitrators. The site of the arbitration shall be Charlotte, North Carolina, and any award rendered shall be binding and not appealable. The Parties agree that any award rendered by such arbitration may be filed in any court of competent jurisdiction for enforcement, but not for review or any other proceedings beyond enforcement.
- 6.3 The prevailing Party in arbitration shall be entitled to recover its reasonable costs, fees, and expenses that are directly associated with the arbitration and mediation. Such recovery shall be included in the arbitration award for enforcement through the judicial system.
- 6.4 Any award for Edison Nation against Innovator may include specific performance by Innovator in accordance with one or more obligations of this Agreement, including execution of the “Assignment and Annuity Agreement” attached as EXHIBIT A.
- 6.5 EXCEPT AS PROVIDED IN SECTION 6.3, NO MONETARY DAMAGES SHALL BE AVAILABLE TO INNOVATOR, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM ANY DISPUTE, CONTROVERSY, OR CLAIM, AND IN NO EVENT SHALL AN AWARD TO INNOVATOR INCLUDE ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFIT, REVENUE, OPPORTUNITY, DATA, OR USE.

7 TERMINATION

- 7.1 During Final Consideration, the Parties jointly may agree to terminate this Agreement; however, neither Party shall have the unilateral right to terminate this Agreement even if a material breach occurs by the other Party.
- 7.2 Innovator shall have the unilateral right to terminate this Agreement without cause by choosing the “REMOVE” option on the Everyday Edisons and/or Edison Nation web site at any time that is outside of any Final Consideration.
- 7.3 Edison Nation shall have the unilateral right to terminate this Agreement without cause by written notice to the Innovator at any time that is outside of any Final Consideration, or after the end of the period of time in which Edison Nation is considering the Innovation.

7.4 Any means of specifically indicating termination of this Agreement that is provided for by Edison Nation on the Everyday Edisons or Edison Nation web site shall be deemed “written notice.”

8 MISCELLANEOUS PROVISIONS

8.1 Notices. Any notices and communications required or permitted under this Agreement shall be deemed made and delivered when actually received in writing by the receiving party, or three (3) days after being transmitted by registered or certified mail, return receipt requested, addressed to the receiving party. For purposes of notice, the notice address for Edison Nation shall be the address set forth above, and the notice address for the Innovator shall be the address set forth below for the Innovator. Any of the Parties may change its address by notice to the other Party in accordance with this paragraph.

8.2 Entire Agreement. This Agreement, including any Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to the subject matter, and no modifications or revisions shall have any force or effect unless made in writing and executed by all Parties. Any oral representations or agreements made prior to this Agreement are merged and superseded by this Agreement.

8.3 Severance. In the event that any provision of this Agreement is declared void or unenforceable, such provision shall be deemed severed from this Agreement, and this Agreement shall otherwise remain in full force and effect unless its purpose cannot be effected absent the severed provision.

8.4 Controlling Law. This Agreement has been made and entered into in Mecklenburg County in the State of North Carolina and shall be interpreted and applied in accordance with the laws of the State of North Carolina. The Parties consent to personal jurisdiction in the federal and state courts located in Mecklenburg County.

8.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties as well as their respective successors, legal representatives, heirs, and assigns.

8.6 Relationship of the Parties. Nothing contained in this Agreement shall be deemed or construed as creating an agency, joint venture, partnership, or franchise relationship between the Parties. The Innovator is not a contestant, and nothing contained in this Agreement shall be deemed or construed as creating a contest. Except as expressly set forth, no Party is, by virtue of this Agreement, authorized as an agent, employee, or legal representative of any other Party.

8.7 No Third-Party Beneficiary. The provisions of this Agreement are for the sole benefit of Innovator, Edison Nation, and any affiliate of Edison Nation, and are not intended to convey any rights and benefits to anyone else, nor shall this Agreement be interpreted to convey any rights or benefits to any other persons.

- 8.8 No Implicit Obligations. Innovator acknowledges that no implicit obligations arise under this Agreement including, but not limited to, any obligations to commercialize, any obligations of confidentiality, and any obligations of nonuse or restrictions on use.
- 8.9 No Obligation of Confidentiality or Nonuse. No obligations of confidentiality arise under this Agreement, and no obligations of nonuse or other restrictions on use arise under this Agreement.
- 8.10 Assignment. Innovator may assign its rights and obligations under this Agreement to another person or entity only with the prior written approval of Edison Nation, which approval shall not be unreasonably withheld. Edison Nation may assign its rights and obligations under this Agreement to another person or entity without the prior written approval of Innovator.
- 8.11 Further Assurances. The Parties agree to execute such other documents and provide such further assurances, if any, as may be reasonably required from time to time, to give effect to the provisions of this Agreement.

EXHIBIT A

EVERYDAY EDISONS CASTING CALL ASSIGNMENT AND PAYMENT AGREEMENT

This assignment and payment agreement (“AGREEMENT”) is entered into this ____ day of _____, 20__ (the “EFFECTIVE DATE”), by and between:

The person or persons identified at the end of this AGREEMENT as being the “Assignor” (hereinafter referred to collectively as “ASSIGNOR”); and Edison Nation, LLC, a limited liability company organized and existing under the laws of the State of North Carolina and having a principal office and place of business at 520 Elliot Street, Charlotte, North Carolina 28202 (hereinafter “ASSIGNEE”); ASSIGNOR and ASSIGNEE, including their respective successors, legal representatives, and assigns, are hereinafter referred to collectively as the “PARTIES” and each, individually, as a “PARTY.”

RECITALS

WHEREAS, ASSIGNEE and ASSIGNOR are parties to that certain agreement titled “EVERYDAY EDISONS SEASON 5 PARTICIPANT AGREEMENT AND RELEASE” dated _____, (hereinafter “PARTICIPANT AGREEMENT”), which PARTICIPANT AGREEMENT is incorporated herein by reference;

WHEREAS, ASSIGNOR purports and warrants to be the sole owner of all right, title and interest in and to the “INVENTION” as submitted by ASSIGNOR under the PARTICIPANT AGREEMENT for consideration, as described on EXHIBIT A attached hereto, and as disclosed (if applicable) in the following application(s) and/or patent(s):

including any and all refinements, changes, variations, and improvements thereof that have been or are conceived of by ASSIGNOR on or before the EFFECTIVE DATE of this AGREEMENT (hereinafter collectively “INVENTIONS”), based on which INVENTIONS ASSIGNEE may prepare and file one or more patent applications (all such foregoing patent applications and patents hereinafter “PATENT PROPERTIES”);

WHEREAS, ASSIGNEE desires and intends to pursue commercialization of the INVENTIONS; and

WHEREAS, ASSIGNOR is obligated under the PARTICIPANT AGREEMENT to assign all right, title, and interest in, to, and under the invention rights, as disclosed and defined herein, to Edison Nation (or one of its subsidiaries or affiliates);

NOW, THEREFORE, in consideration of the obligations of the PARTIES herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the PARTIES agree as follows:

TERMS

1 ASSIGNMENT

- 1.1 ASSIGNOR does hereby irrevocably quitclaim, sell, assign, transfer and convey unto ASSIGNEE all right, title, and interest in, to, and under the “INVENTION RIGHTS,” which by definition includes:
- (a) The INVENTIONS;
 - (b) Any and all applications for patent for or disclosing any of the INVENTIONS that have been or may be filed in any and all countries, including provisional and nonprovisional patent applications, and including the PATENT PROPERTIES;
 - (c) Any and all patents that have been or may be obtained for any of the INVENTIONS in any and all countries;
 - (d) Any reissue, reexamination, extension, renewal, substitution, conversion, confirmation, division, continuation, nonprovisional, provisional, continuation-in-part and the like of any of the foregoing;
 - (e) Any application claiming priority to any of the foregoing; and
 - (f) Any past or present right or cause of action arising with respect to any of the foregoing, including the right to sue for patent infringement.
- 1.2 Notwithstanding Section 1.1, ASSIGNOR does not transfer any rights, interests, or title in or to any tangible embodiments of the INVENTIONS, including any products, prototypes, or proofs-of-concept, and it is the intent of the PARTIES that this AGREEMENT not be deemed to constitute an “offer of sale” or “sale” under 35 U.S.C. §102(b).
- 1.3 ASSIGNOR further hereby covenants and agrees, and binds any and all heirs, administrators, legal representatives, nominees, and assigns, to assist and cooperate with ASSIGNEE in the preparation and prosecution of any patent application included within the INVENTION RIGHTS and in the prosecution or defense of any interference, opposition, lawsuit or other proceeding that may arise in connection with any application or patent included within the INVENTION RIGHTS and, further, to execute and deliver to ASSIGNEE any and all additional petitions, oaths, assignments, or other papers or instruments that may be requested by ASSIGNEE; provided, however, that actual, reasonable costs to ASSIGNOR that are incurred in compliance by ASSIGNOR with this Section 1.3 shall be reimbursed by ASSIGNEE.
- 1.4 ASSIGNOR further hereby covenants and agrees to authorize and empower ASSIGNEE to invoke and claim for any application or patent included within the INVENTION RIGHTS the benefit of any rights to which ASSIGNOR might be entitled under international law, treaties, or the laws of any particular country, and to invoke and claim such rights without further written or oral authorization from ASSIGNOR.
- 1.5 ASSIGNOR further hereby covenants and agrees that this AGREEMENT and all the terms thereof shall inure to the benefit of the successors, assigns, legal representatives, or nominees of ASSIGNEE, without further written or oral authorization from ASSIGNOR.

- 1.6 Any breach by ASSIGNOR of any obligation of this Section 1 shall be deemed herein a material breach for purposes of Section 2.6.
- 1.7 ASSIGNEE hereby agrees that this AGREEMENT and all terms thereof shall inure to the benefit of the heirs or devisees of ASSIGNOR upon death or permanent incapacitation of ASSIGNOR and written notice thereof to ASSIGNEE, and without further oral or written authorization by ASSIGNEE.
- 1.8 ASSIGNEE does not take responsibility for the return of any of ASSIGNOR's products, prototypes, or proofs-of-concept. ASSIGNEE shall make reasonable efforts to return such items upon request, however the PARTIES understand and acknowledge that in certain cases the return of such items is not possible, and ASSIGNOR shall not expect the return of such.

2 PAYMENTS

- 2.1 During the term of this AGREEMENT, provided there are NET RECEIPTS, ASSIGNEE shall make annual payments (hereinafter "PAYMENTS") to ASSIGNOR, subject to the terms and conditions herein provided, as follows:

Category 1: Five percent (5%) of ASSIGNEE'S NET RECEIPTS

When ASSIGNEE manufacturers and sells products directly into the market that incorporate any of the INVENTIONS (an "INVENTIVE PRODUCT"), but are not covered by one or more claims of an issued and active utility patent. For the purpose of clarification, this category applies to INVENTIVE PRODUCTS that are designed, engineered, developed, manufactured and sold by or under the direction of ASSIGNEE.

Category 2: Ten percent (10%) of ASSIGNEE'S NET RECEIPTS

When ASSIGNEE manufacturers and sells INVENTIVE PRODUCTS directly into the market that are covered by one or more claims of an active utility patent. For the purpose of clarification, this category applies to INVENTIVE PRODUCTS that are designed, engineered, developed, manufactured and sold by or under the direction of ASSIGNEE.

Category 3: Fifteen percent (15%) of ASSIGNEE's NET RECEIPTS

When ASSIGNEE enters into a partnership, joint venture or commercialization agreement with a third party ("CHANNEL PARTNER") who, after ASSIGNEE has conducted the research, design, engineering, prototyping, market research and/or provided related services, brings an INVENTIVE PRODUCT to market. For the purpose of clarification, this category applies in situations where ASSIGNEE performs product development services and then utilizes its commercial contacts to effect a deal.

Category 4: Fifty percent (50%) of ASSIGNEE'S NET RECEIPTS

When ASSIGNEE enters into an agreement with a third party ("LICENSEE PARTNER") who obtains rights from ASSIGNEE and assumes responsibility for research, design, engineering, prototyping, market research and/or conducts related services to commercialize or otherwise bring an INVENTIVE PRODUCT to market. For the purpose of clarification, this category applies only in situations where ASSIGNEE

“hands off” the rights in the INVENTION to a LICENSE PARTNER without doing any additional research, design, engineering, prototyping, market research and/or related services and merely utilizes its commercial contacts to effect a deal.

Typically the PAYMENTS will come from one of the four categories above, although in some rare instances payments will be due from multiple categories.

- 2.2 As used herein, the phrase “NET RECEIPTS” shall mean gross receipts to ASSIGNEE arising from the sale of any products that incorporate any of the INVENTIONS (or the license of associated rights by ASSIGNEE to a LICENSE PARTNER or CHANNEL PARTNER) less any applicable discounts, allowances, returns, rebates, charge backs, commissions, freight, shipping, fulfillment charges (including picking and packing costs) and sale transaction fees (such as, for example, credit card processing fees). NET RECEIPTS shall not include any amounts attributable to overhead or general and administrative expenses of ASSIGNEE or the manufactured cost of the product being sold.
- 2.3 The PAYMENTS shall become payable for each calendar year on December 31st of such year, and paid within thirty-one (31) days thereafter.
- 2.4 Each payment of the PAYMENTS shall be accompanied by a written report stating in reasonable detail that basis for the amount of such payment.
- 2.5 Calculation of PAYMENTS under this AGREEMENT shall cease on the twentieth (20th) anniversary of the EFFECTIVE DATE, and the final payment of the PAYMENTS payable hereunder shall become due on the December 31st immediately following the twentieth (20th) anniversary of the EFFECTIVE DATE, and shall be paid within thirty-one (31) days thereafter.
- 2.6 Upon any material breach by ASSIGNOR of any warranty, representation, or obligation under this AGREEMENT, any and all obligations to make any payment of PAYMENTS that has not become due and payable as of the date of such breach shall terminate.

3 AUDIT

- 3.1 ASSIGNEE shall keep true and accurate records as to all INVENTIVE PRODUCTS sold by it and as to all PATENTED PRODUCTS sold by it and as to all ROYALTIES that are paid to it.
- 3.2 ASSIGNOR, through an independent designated representative acceptable to ASSIGNEE (such acceptance not to be unreasonably withheld), shall have the right at reasonable times and upon reasonable advance notice, not more often than once per calendar year, to inspect and audit ASSIGNEE’s records at ASSIGNOR’s expense for the purpose of verifying the accuracy of any PAYMENT and statement furnished to ASSIGNOR by ASSIGNEE under Section 2 of this AGREEMENT. The independent designated representative shall report only on the accuracy or any discrepancy in the payment of the PAYMENTS and the statement and shall not disclose any confidential information of ASSIGNEE, including, without limitation, its licensees, its customers, and any individual sales.

3.3 ASSIGNEE'S audit right shall apply only for each payment of the PAYMENTS that has become due and payable.

4 NON-TERMINATION WITH EXCEPTION

4.1 Neither party shall have the right to terminate this AGREEMENT.

4.2 ASSIGNOR'S sole remedy for any material breach of this AGREEMENT by ASSIGNEE shall be limited to monetary damages that directly result from a breach of this AGREEMENT by ASSIGNEE.

4.3 ASSIGNEE'S remedy for any material breach of this AGREEMENT by ASSIGNOR may include monetary damages as well as specific performance.

4.4 If less than fifty thousand dollars (\$50,000) in PAYMENTS have become due and payable by the fifth (5th) anniversary of the EFFECTIVE DATE, which event shall indicate a failure to successfully commercialize any of the INVENTIONS by ASSIGNEE, then, upon demand by ASSIGNOR that is made between the fifth (5th) anniversary of the EFFECTIVE DATE and the sixth (6th) anniversary of the EFFECTIVE DATE, ASSIGNEE shall assign all of its then existing right, title, and interest in, to, and under the INVENTION RIGHTS to ASSIGNOR, and all obligations to make payment of an PAYMENT that has not become due and payable shall terminate; ASSIGNOR further shall concurrently release ASSIGNEE from any and all possible claims and this AGREEMENT shall terminate.

5 REPRESENTATIONS, WARRANTIES AND INDEMNITY

5.1 ASSIGNOR REPRESENTS AND WARRANTS TO ASSIGNEE THAT:

- (a) ASSIGNOR IS AN ORIGINAL INVENTOR OF EACH OF THE INVENTIONS;
- (b) ASSIGNOR HAS THE RIGHT AND ABILITY TO MAKE THE GRANT SET FORTH IN SECTION 1 HEREOF;
- (c) ASSIGNOR IS NOT AWARE OF ANY CLAIMS OR REASONS WHY ASSIGNOR DOES NOT HAVE CLEAR TITLE TO THE INVENTIONS;
- (d) ASSIGNOR HAS NO SPECIFIC KNOWLEDGE OF ANY INTELLECTUAL PROPERTY, INCLUDING ANY PATENT, THAT WOULD BE INFRINGED BY ANY INVENTIVE PRODUCT OR PATENTED PRODUCT INTENDED TO BE MADE BY ASSIGNEE; AND
- (e) ALL STATEMENTS, DISCLOSURES AND REPRESENTATIONS MADE BY ASSIGNOR TO BOUNCING BRAIN PRODUCTIONS SEASON FOUR, AND ALL STATEMENTS, DISCLOSURES AND REPRESENTATIONS MADE BY ASSIGNOR TO ASSIGNEE, WHETHER WRITTEN OR ORAL, ARE TRUE, ACCURATE AND COMPLETE.
- (f) WITHOUT IN ANY WAY LIMITING THE FOREGOING, ASSIGNOR CERTIFIES THAT ASSIGNOR HAS NOT WITHHELD OR MISCHARACTERIZED TO ASSIGNEE ANY INFORMATION REGARDING ASSIGNOR, ASSIGNOR'S

BACKGROUND, THE INVENTIONS, OR ANY FACTS AND CIRCUMSTANCES PERTAINING TO THE INVENTIONS.

- 5.2 ASSIGNOR SHALL INDEMNIFY AND HOLD HARMLESS BOUNCING BRAIN PRODUCTIONS SEASON FOUR AND ASSIGNEE FROM AND AGAINST ALL CLAIMS, DEMANDS, ACTIONS, LAWSUITS PROCEEDINGS, DAMAGES, INJURIES, EXPENSES, COSTS, AND ATTORNEYS' FEES RESULTING FROM, RELATING TO, CONCERNING OR IN CONNECTION WITH A BREACH OF ANY OF ASSIGNOR'S REPRESENTATIONS AND WARRANTIES OF THIS SECTION 5.
- 5.3 ANY BREACH BY ASSIGNOR OF ANY REPRESENTATIONS, WARRANTIES, OR OBLIGATIONS OF THIS SECTION 5 SHALL BE DEEMED HEREIN A MATERIAL BREACH FOR PURPOSES OF SECTION 2.6.

6 RESOLUTION OF DISPUTES

- 6.1 If a dispute, controversy or claim ("DISPUTE") arises out of or relates to this AGREEMENT, or a breach thereof, the PARTIES agree to submit the DISPUTE to mediation to be administered by the American Arbitration Association in accordance with the local rules of the United States District Court for the Western District of North Carolina applicable to mediation. Mediation will be mandatory prior to resorting to arbitration.
- 6.2 If the DISPUTE is not settled or resolved by mediation under Section 6.1, then the DISPUTE shall be settled by arbitration administered by the American Arbitration Association ("AAA") under its Patent Arbitration Rules before a panel of three arbitrators. The applicable rules of the AAA shall be used, including the "Supplementary Rules for the Resolution of Patent Disputes," except that any specific issue relating to patent validity or infringement shall not be subject to arbitration and shall only be adjudicated in a court of competent jurisdiction. The site of the arbitration shall be Charlotte, North Carolina, and any award rendered shall be binding and not appealable. The PARTIES agree that any award rendered after arbitration may be filed in any court of competent jurisdiction for enforcement, but not for review or any other proceedings beyond enforcement.
- 6.3 The prevailing party in arbitration shall be entitled to recover its reasonable costs, fees, and expenses that are directly associated with the arbitration and mediation under this Section 6. Such recovery shall be included in the arbitration award for enforcement through the judicial system as set forth in Section 6.2.
- 6.4 Any award for ASSIGNEE against ASSIGNOR may include, in addition to or in substitution for monetary damages, specific performance by ASSIGNEE in accordance with one or more obligations of this AGREEMENT.
- 6.5 NOTWITHSTANDING ANY PROVISION HEREIN, ANY AWARD FOR ASSIGNOR AGAINST ASSIGNEE SHALL BE LIMITED TO MONETARY DAMAGES THAT ARISE DIRECTLY FROM THE DISPUTE AND SHALL NOT INCLUDE ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING

WITHOUT LIMITATION, LOSS OF PROFIT, REVENUE, OPPORTUNITY, DATA, OR USE; PROVIDED, HOWEVER, THAT SPECIFIC PERFORMANCE OF THE OBLIGATION OF ASSIGNMENT AS SET FORTH IN SECTION 4.4, IF APPLICABLE, SHALL BE AVAILABLE AS A SPECIFIC REMEDY TO ASSIGNOR SHOULD ASSIGNEE FAIL TO COMPLY WITH SUCH OBLIGATION.

- 6.6 In the event of any breach or threatened breach of any of obligation of ASSIGNOR arising under Section 1 of this AGREEMENT, the PARTIES further agree that ASSIGNEE will suffer irreparable harm and its remedies at law will be inadequate. Accordingly, in the event of a breach or threatened breach of any obligation of ASSIGNOR under Section 1 of this AGREEMENT by ASSIGNOR, ASSIGNEE will be entitled, in addition to all other rights or remedies which may be available to ASSIGNEE, to seek injunctive and other equitable relief in a court of competent jurisdiction, without any showing of irreparable harm or damage, and without mediating or arbitrating under Section 6 hereof. In the event ASSIGNEE seeks such relief, ASSIGNEE shall not be required to post a bond or provide other security unless required by the court. All remedies available for breach of this AGREEMENT are cumulative and may be exercised concurrently or separately, and the exercise of one remedy will not be deemed an election of such remedy to the exclusion of any other remedies.

7 MISCELLANEOUS PROVISIONS

- 7.1 Notices. Any notices and communications required or permitted under this AGREEMENT shall be deemed made and delivered when actually received in writing by the receiving party, or three (3) days after being transmitted by registered or certified mail, return receipt requested, addressed to the receiving party. For purposes of notice, the notice address for ASSIGNEE shall be the address set forth in the preamble above, and the notice address for ASSIGNOR shall be each address set forth for ASSIGNOR below. Any of the PARTIES may change its address by notice to the other PARTY in accordance with this paragraph.
- 7.2 Entire Agreement. This AGREEMENT, the PARTICIPANT AGREEMENT incorporated herein by reference, and the “Program Consent and Blanket Release Agreement and Acknowledgement Regarding Invention Disclosure,” constitute the entire AGREEMENT between the PARTIES with respect to the subject matter hereof, and no modifications or revisions hereto shall have any force or effect unless made in writing and executed by all PARTIES.
- 7.3 Severance. In the event that any provision of this AGREEMENT is declared void or unenforceable, such provision shall be deemed severed from this AGREEMENT, and this AGREEMENT shall otherwise remain in full force and effect unless its purpose cannot be effected absent the severed provision.
- 7.4 Controlling Law. This AGREEMENT has been made and entered into in Mecklenburg County in the State of North Carolina and shall be interpreted and applied in accordance with the laws of the State of North Carolina.

- 7.5 Binding Effect. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES, which includes their successors, legal representatives, and assigns.
- 7.6 Relationship of the PARTIES. Nothing contained in this AGREEMENT shall be deemed or construed as creating an agency, joint venture, partnership, or franchise relationship between the PARTIES. Except as expressly set forth, no PARTY is, by virtue of this AGREEMENT, authorized as an agent, employee, or legal representative of any other PARTY.
- 7.7 No Third-Party Beneficiary. The provisions of this AGREEMENT are for the sole benefit of the PARTIES only and are not intended to convey any rights and benefits to any third party, nor shall this AGREEMENT be interpreted to convey any rights or benefits to any person except the PARTIES hereto.
- 7.8 No Obligation to Commercialize or to Patent. ASSIGNOR acknowledges that, even though ASSIGNEE intends to commercialize the INVENTION RIGHTS, no obligation of ASSIGNEE to incur any costs or to take any actions whatsoever in furtherance thereof is created under this AGREEMENT. Assignor further acknowledges that, even though ASSIGNEE intends to seek patent protection, no obligation of ASSIGNEE to incur any costs or to take any actions whatsoever in furtherance of seeking patent protection is created under this AGREEMENT.
- 7.9 Assignment. ASSIGNOR may assign its rights and obligations under this AGREEMENT to another person or entity only with the prior written approval of ASSIGNEE, which approval shall not be unreasonably withheld. ASSIGNEE may assign its rights and obligations under this AGREEMENT to another person or entity without notice or the prior written approval of ASSIGNOR.
- 7.10 Further Assurances. The PARTIES agree to execute such other documents and provide such further assurances, if any, as may be reasonably required from time to time to give effect to the provisions of this AGREEMENT. The PARTIES have hereunto executed this AGREEMENT as of the day and year indicated by their respective signatures.

[SIGNATURE PAGE FOLLOWS]

ASSIGNEE
EDISON NATION, LLC

By: _____

Name: _____

Title: _____

ASSIGNOR

Inventor (printed name): _____

Signature: _____

Date: _____

Telephone Number E-mail Address

Street Address

City State Zip Code

CHECK HERE IF THERE ARE ADDITIONAL INVENTOR SIGNATURES
AND STATE NUMBER OF INVENTORS: _____

ADDITIONAL SIGNATURE PAGES FOR INVENTORS

Second Inventor (printed name): _____

Signature: _____

Date: _____

Telephone Number Email Address

Street Address

City State Zip Code

Third Inventor (printed name): _____

Signature: _____

Date: _____

Telephone Number Email Address

Street Address

City State Zip Code

Fifth Inventor (printed name): _____

Signature: _____

Date: _____

Telephone Number Email Address

Street Address

City State Zip Code

Fourth Inventor (printed name): _____

Signature: _____

Date: _____

Telephone Number Email Address

Street Address

City State Zip Code

EXHIBIT A

The INVENTION