

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555652

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Electronics Tool & Die Works Co., Inc.		11/05/2019	Corporation:
RECEIVING PARTY DATA			
Name:	OPUS Innovation LLC		
Trading As:	OPUS		
Street Address:	3430 Progress Drive, Unit H		
City:	Bensalem		
State/Country:	PENNSYLVANIA		
Postal Code:	19020		
Entity Type:	Limited Liability Company: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88447523	OPUS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2156056684		
Email:	matthew@opusled.com		
Correspondent Name:	Matthew Tucker		
Address Line 1:	230 Christian Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19147		
NAME OF SUBMITTER:	Matthew Tucker		
SIGNATURE:	/mt/		
DATE SIGNED:	01/02/2020		
Total Attachments: 9			
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SEPARATION OF EMPLOYMENT AND RELEASE AGREEMENT

This Separation of Employment and Release Agreement ("Agreement") is made by and between **Tucker Industries, Incorporated**, ("Tucker"), a Pennsylvania corporation with its principal place of business in Bensalem, Pennsylvania, on behalf of itself and its subsidiaries and divisions, including **Superior Tool & Die Co.**, **Electronic Tool & Die Works, Inc.**, **TI Property Management Inc.**, and **TI Property, LP** (collectively, "Employer" or "Company"), and **Matthew Tucker** ("you" or "your" or "Employee"). The Effective Date of this Agreement shall be the Separation Date of December 6, 2019.

WHEREAS, the Parties to this Agreement wish to set forth clearly the terms and conditions of Employee's separation from employment with Employer; and

WHEREAS, Employee's separation of employment with Employer shall be effective as of the date set forth below;

NOW THEREFORE, in consideration of the mutual covenants set forth herein and for other valuable consideration, the receipt and sufficiency of which are acknowledged, Employee and Employer, intending to be legally bound, agree as follows:

1. **Separation**. Employee acknowledges that Employee's employment with Employer shall terminate on December 6, 2019 (the "Separation Date").
2. **Severance**.

In consideration for your execution of this Agreement, including the release of claims set forth in Paragraph 3 below and your covenants and obligations set forth in Paragraph 4 below and your continued performance of your obligations set forth in this Agreement, beginning on the Separation Date, as severance benefits, the Company will:

- (a) Continue your current salary, to be paid biweekly per the Employer's regularly-scheduled payroll dates through May 31, 2020;
 - (1) There will be no payment for holidays or vacation accrued after December 6, 2019;
 - (2) All current payroll tax deductions will continue in effect;
 - (3) Pay you for all vacation time accrued and unused as of December 6, 2019 in accordance with Company policy;
- (b) Continue to pay the monthly lease payments only on your automobile through May 31, 2020;
- (c) Continue to pay your base monthly mobile phone expenses through May 31, 2020;
- (d) Continue the Company contribution to your health insurance as is currently in effect through May 31, 2020; and

- (e) From June 1, 2020 through November 30, 2020 the Company will reimburse you, on the first day of each month, for the cost of COBRA insurance premiums, if you elect COBRA benefits. This reimbursement shall be in the same amount as the Company currently contributes for your health insurance premiums. You will be responsible for any premium payments in excess of the Company contribution.

You understand that these severance payments and any promises made to you herein represent the sole consideration for signing and performing this Agreement. You further represent and warrant that no other inducements, promises, agreements, or arrangements exist between you and Employer regarding your separation from employment with Employer.

3. General Release of Claims.

By our mutual signatures below, the Parties have agreed that:

- (a) The Company will have no further obligations to make payments of money in the form of salary, bonus, benefit contributions or otherwise or other things of value (including, but not limited to, perquisites) except as provided in this Agreement.
- (b) The Company shall have no liability with respect to termination of your employment except as expressly set forth herein.
- (c) In exchange for the payments and benefits set forth herein, you (for yourself, your heirs, assigns or executors) release and forever discharge Employer, any of its affiliates, successors, assigns, insurers or attorneys, and its and their directors, officers, contractors, agents and employees from any and all claims, suits, demands, causes of action, contracts, covenants, obligations, debts, costs, expenses, attorneys' fees, liabilities of whatever kind or nature in law or equity, by statute or otherwise, whether now known or unknown, vested or contingent, suspected or unsuspected, and whether or not concealed or hidden, which have existed or may have existed, or which do exist, on or before the Separation Date, of any kind, which relate in any way to your employment with Employer or the termination of that employment ("Claims"), except (i) those arising out of the performance of this Agreement, (ii) your rights under the employee benefit plans of Employer that by their terms are available to terminated employees; (iii) your rights to accrued, unused vacation; and (iv) any rights or claims that may arise after the Separation Date. Such released Claims include, without limiting the generality of the foregoing language, any and all claims that Employer has violated any statute, public policy or common law (including, but not limited to, claims for retaliatory discharge; negligent hiring, retention or supervision; defamation; intentional or negligent infliction of emotional distress and/or mental anguish; intentional interference with contract; negligence; detrimental reliance; loss of consortium to you or any member of your family and/or promissory estoppel). The release also includes any and all claims of employment discrimination under any local, state or federal law or ordinance, including, without limitation, Title VII or the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Family Medical Leave Act, the Employee Retirement Income

Security Act to the extent such rights can be released, the Equal Pay Act, the Americans with Disabilities Act of 1990, and including any Claims of age discrimination under the Age Discrimination in Employment Act, as amended, or any Claims alleging any legal restriction on the Company's right to terminate its employees, any Claims Employee has relating to Employee's rights to or against any of the Company's benefits plans, or personal injury Claims, including, without limitation, wrongful discharge, fraud, breach of contract, defamation, tortious interference with business expectancy or contract, intentional or negligent misrepresentation, constructive discharge, or infliction of emotional distress.

- (d) In exchange for the payments and benefits set forth herein, the Company and any of its affiliates, successors, assigns, insurers or attorneys, and its and their directors, officers, contractors, agents and employees release and forever discharge Employee, and his heirs, assigns or executors from any and all claims, suits, demands, causes of action, contracts, covenants, obligations, debts, costs, expenses, attorneys' fees, liabilities of whatever kind or nature in law or equity, by statute or otherwise, that are now known or should have been known, vested or contingent, which have existed or may have existed, or which do exist, on or before the Separation Date, of any kind, which relate in any way to Employee's employment with Employer ("Claims"). Such released Claims include, without limiting the generality of the foregoing language, any and all claims that Employee has violated any statute, public policy or common law and/or breached any contractual obligation. For the avoidance of confusion, this Paragraph shall not operate to release Employee for liability for any violation of the provisions of Paragraph 4(b) of his Agreement or for liability for any bill, invoice or charge not listed as required by this Paragraph 4(c)(i) of this Agreement.
- (e) In signing this release, you acknowledge that you intend that it shall be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. You expressly consent that this release shall be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied.

You acknowledge and agree that this release is an essential and material term of this Agreement and without such release, Employer would not have made available to you the benefits provided for herein. You further agree that, in the event you bring any Claim in which you seek damages against Employer, or any of its affiliates, successors, assigns, insurers or attorneys, and/or its and their directors, officers, contractors, agents and employees, this release shall serve as a complete defense to such Claims, and Employer will be (i) relieved of its obligations to make continued payments under this Agreement and provide the benefits hereunder, and (ii) entitled to recover all payments previously made by Employer under this Agreement (except as prohibited by law). Excepted from this release are any claims which cannot be waived by law, including the right to file a charge with or participate in an investigation conducted by the Equal Employment

Opportunity Commission ("EEOC") and any claims for unemployment benefits under applicable state law. You are, however, waiving any right to a monetary recovery should the EEOC or any agency pursue any claim on your behalf.

- (f) By signing this Agreement, you acknowledge that:
- (i) you have carefully read and fully understand all of the provisions of this Agreement as well as the significance and consequences of this Agreement;
 - (ii) you knowingly and voluntarily agree to all of the terms set forth in this Agreement;
 - (iii) you knowingly and voluntarily agree to be legally bound by this Agreement and acknowledge that you will sign this Agreement only after full reflection and analysis;
 - (iv) you are represented in connection with this agreement by your attorney, Bernard Eizen, and have had a sufficient opportunity to consult with your attorney prior to signing this Agreement;
 - (v) you acknowledge that all compensation, rights, and benefits including, without limitation, personal time off, sick pay, vacation pay (to be paid per this Agreement), and leave as provided by the Family Medical Leave Act, have been paid and/or exercised in full without interference, and that no outstanding claims for compensation or benefits exist once outstanding current PTO balances, subject to the Company's carryover restrictions, and expenses incurred prior to your Separation Date have been paid.

If you revoke or breach this Agreement in any manner, it will no longer be binding on you or Employer and you will not be entitled to any of the benefits set forth herein.

4. Agreements and Affirmative Covenants of Employee.

In consideration of the promises made to you in this agreement and other good and valuable consideration, you agree:

- (a) To surrender for redemption all of your right, title and interest in TI Property Management, Inc, being 200 shares of common capital stock, and TI Property LP, being a 19.8% limited partner interest, and, and you agree to execute such documents as may be required to effectuate this transfer;
- (b) That you will not contract for or order any goods or services on behalf of Company or TI Lighting nor obligate Company for payment or for any other performance;
- (c) To provide Company, on or before the Separation Date, with a full and complete list, to be attached hereto as Exhibit A, of all open or pending orders or contracts of any kind made or initiated by you or at your direction or under your authority for

the purchase of any goods, products, testing, consulting or other services in connection with the development, production or sale of any LED fixtures;

- i. Employee agrees that if Company is presented with any bill, invoice or charge as required by this Paragraph initiated or ordered by or at the direction or under the authority of Employee, not listed on Exhibit A, Employee shall be solely responsible for payment and shall indemnify and hold harmless Company from any and all such claims. Employee further agrees that Company shall deduct the amount of any such bills, invoices or charges from any amounts due to Employee under this Agreement.
- (d) To cooperate fully with Company to transition all customers and vendors of TI Lighting, including contacting or assisting Company to contact such customers and vendors to advise them that you are no longer associated with Company or TI lighting;
- (e) To vacate the premises of Tucker, including specifically the property known and numbered as 3175 Tucker Road, Bensalem, Pa. by December 20, 2020;
- (f) To remove nothing from the premises except your personal property and any property which the employee is permitted to take pursuant to this Agreement, which property shall be removed from the premises on or before December 20, 2019;
- (g) To return to Company, by the Separation Date, all Company documents (and all copies thereof) and other Company property that you have had in your possession or control at any time, including, but not limited to, Company files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property including, but not limited to, computers and computer accessories, computer manuals, credit cards, cellular phones and any other wireless devices, fax machines, printers, entry cards, identification badges and keys; and, any materials of any kind on any storage media that contain or embody any proprietary or confidential information of Employer (and all reproductions thereof) EXCEPT as otherwise provided in Paragraph 6 below relating to the assignment certain rights pertaining to LED products;
- (h) You understand and agree that these agreements and covenants are material and essential terms of this Agreement, without which Company would not have agreed to the severance and other benefits provided herein.

5. **Grant of Certain Rights Regarding LED Products.**

In partial consideration for your undertakings in this Agreement, the Company assigns, transfers and conveys to Employee all of its right, title and interest in the tradename "Opus" and any other names or marks used in the LED lighting business, effective from the date on which the Employee vacates the Company's premises. The Company shall cooperate with the transfer and recording thereof with respect to the trademark or name "Opus."

The Company also grants to Employee the exclusive right to produce the LED products developed by TI Lighting and the right to exclusive use of the plans and designs related to production of the LED products.

The rights granted in this Paragraph 5 shall not be assigned without the prior written consent of the Company, which consent shall not be unreasonably withheld, **EXCEPT** that Employee may transfer these rights without prior consent to an entity owned by Employee.

6. **Confidentiality and Non-Solicitation.**

- (a) Employee shall not, directly or indirectly, divulge or disclose for any purpose or use for Employee's own benefit any confidential information that Employee obtained or had access to as a result of Employee's employment with the Company.
- (b) For a period of twenty-four (24) months following the Separation Date Employee shall not, directly or indirectly, solicit, provide or sell competing services or products to, or attempt to solicit, provide or sell competing services or products to, the Company's current customers and prospective customers with whom the Employee had direct interaction within the last twelve (12) months of employment at the Company prior to Termination.
- (c) For a period of twenty-four (24) months following the Separation Date, Employee shall not, directly or indirectly, solicit or induce or hire any Company employee for a position of employment outside of the company.
- (d) Employee shall not disturb or interfere with the business relationships and negotiations of the Company or its affiliates with its existing or prospective customers, suppliers, employees and/or other third parties.
- (e) Employee shall not use any computer access code or password belonging to the Company and agrees that Employee will not access or attempt to access any computer or database in possession or control of the Company.
- (f) On or before the Separation Date You shall return to the Employer all Employer documents (and all copies thereof) and other Employer property that you have had in your possession or control at any time, including, but not limited to, Employer files, notes, drawings, records, business plans and forecasts, financial information, specifications, computer-recorded information, tangible property including, but not limited to, computers and computer accessories, computer manuals, credit cards, cellular phones and any other wireless devices, fax machines, printers, entry cards, identification badges and keys; and, any materials of any kind on any storage media that contain or embody any proprietary or confidential information of Employer (and all reproductions thereof).
- (g) The contents of this Agreement, including but not limited to its financial terms, are strictly confidential. By signing this Agreement, you agree and represent that

you will maintain the confidential nature of this Agreement, except (i) to legal counsel, tax and financial planners, and immediate family who agree to keep it confidential, and to the Internal Revenue Service; (ii) to potential or future employers; (iii) as otherwise required by law, in which case you shall notify Employer in writing in advance of disclosure; and (iv) as necessary to enforce this Agreement.

7. **Mutual Non disparagement.**

You agree that you shall not, verbally or in writing, disparage in any manner or context Employer, and Employer's attorneys, directors, managers, partners, employees, agents and affiliates, in any manner likely to be harmful to them or their business, business reputation or personal reputation; provided that you will respond accurately and fully to any question, inquiry or request for information when required by legal process.

Company agrees that it shall not, verbally or in writing, disparage you in any manner or context in any manner likely to be harmful to you or your business, business reputation or personal reputation; provided that you will respond accurately and fully to any question, inquiry or request for information when required by legal process.

8. **Assignment.**

You may not assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of Employer.

9. **Amendments.** This Agreement cannot be amended without the prior written consent of you and Employer.

10. **Complete Agreement.** This Agreement contains the entire agreement between you and Employer regarding the matters set forth herein and supersedes all prior and contemporaneous offers, agreements, arrangements, or understandings, whether written or oral, relating to, arising out of, or in connection with, your separation of employment from Employer.

11. **Governing Law: Severability.** This agreement shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, whenever possible, each provision of this Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision shall be held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating or affecting the remainder of such provision or any of the remaining provisions of this agreement.

12. **Construction.** The various titles of the sections herein are used solely for convenience and shall not be used for interpreting or construing any word, clause, section, paragraph, or subparagraph of this Agreement. The language used in this Agreement shall be deemed to be the language chosen by the Parties hereto to express their mutual intent, and no rule of strict construction shall be applied against any Party.

13. Counterparts. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same Agreement.
14. Miscellaneous. Employee shall be permitted to remove from the premises at 3175 Tucker Road such vendor parts, shipping supplies and similar items relating to LED products as the Company shall agree following review and consultation.

[SIGNATURE PAGE FOLLOWS]

ACCEPTED AND AGREED:

Employee

Matthew Tucker
Matthew Tucker

Dated: 12/20/19

Tucker Industries Incorporated

By: *Michael B Tucker*

Print Name: Michael B Tucker

Print Title: Vice President

Dated: 12/20/2019