

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM491687

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Employment Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900456616		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Andrea Maria Picasso Achaval		12/13/2017	INDIVIDUAL: ARGENTINA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Mona International, Inc		
<b>Also Known As:</b>	AKA WEAREMONA/MONA/Mona Beach Life		
<b>Street Address:</b>	PO BOX 620305		
<b>City:</b>	Woodside		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94062		
<b>Entity Type:</b>	Corporation: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87707479	MONA	
<b>Serial Number:</b>	87707406	MONA BEACH LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3102295800		
<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>			
<b>Phone:</b>	3105520130		
<b>Email:</b>	dmartinez@robinskaplan.com, acastro@robinskaplan.com, lcastiglioni@robinskaplan.com		
<b>Correspondent Name:</b>	David Martinez		
<b>Address Line 1:</b>	2049 Century Park East Suite 3400		
<b>Address Line 4:</b>	Los Angeles, CALIFORNIA 90067		
<b>NAME OF SUBMITTER:</b>	Alejandro Castro		
<b>SIGNATURE:</b>	/Alejandro Castro/		
<b>DATE SIGNED:</b>	09/27/2018		
<b>Total Attachments: 11</b>			
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## MONA INTERNATIONAL, INC.

### FOUNDER PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

I acknowledge and understand that MONA INTERNATIONAL, INC. a California corporation is engaged in a continuous program of research, development and production with respect to its business. In connection with my association with the Company as a Founder, including the right to vest in my Founder stock, my employment and or consulting with the Company, and the compensation now and hereafter paid to me by the Company, I agree to the terms of this Agreement.

#### I. DEFINITIONS.

I acknowledge and understand that:

1. Definitions for the capitalized terms used in this Proprietary Information and Inventions Agreement ("*Agreement*") shall have the meanings provided below. Where the context so indicates, a word in the singular form shall include the plural and vice-versa:

1.1 "*Company*" shall include Mona International, Inc., a California corporation, and any subsidiary or affiliate of Company.

1.2 "*Founder*" means each of Andrea Picasso and Hans Guntren as the initial owners of the Company.

1.3 "*Inventions*" means all data, discoveries, designs, developments, formulae, ideas, improvements, inventions, know-how, processes, programs, databases, trade secrets and techniques, whether or not patentable or registerable under copyright, trademark or similar statutes, and all designs, trademarks and copyrightable works that I made or conceived or reduced to practice or learned, either alone or jointly with others, during the period of my service as a Founder and/or employment or consulting with the Company (all of the aforementioned services collectively referenced as "*employment*" for the purposes of this Agreement), which: (i) are related to or useful in the business of the Company or to the Company's actual or demonstrably anticipated research, design, development, experimental production, financing, licensing, distribution or

marketing activity; or (ii) result from tasks assigned me by the Company; or (iii) result from the use of premises or equipment owned, leased or contracted for by the Company.

1.4 "*Proprietary Information*" shall mean confidential information that has been created, discovered or developed, or has otherwise become known to the Company (including without limitation information created, discovered, developed or made known by or to me during the period of or arising out of my employment by the Company), and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged. By way of illustration but not limitation, Proprietary Information includes: (i) inventions, knowledge, trade secrets, ideas, data, programs, works of authorship, know-how, improvements, discoveries, designs, techniques and sensitive information the Company receives from its customers or receives from a third party under obligation to keep confidential; (ii) technical information relating to the Company's existing and future products, including, where appropriate and without limitation, software, technical information, patent disclosures, patent applications, development or experimental work, formulae, engineering or test data, product specification and names of licensors, models, techniques, and processes relating to the same disclosed by the Company to me or obtained by me through observation or examination of information or developments; (iii) marketing information (including without limitation marketing strategies, customer names and requirements and products and services, prices, margins and costs); (iv) future product plans; (v) financial information provided to me by the Company; (vi) personnel information (including without limitation employee compensation); and (vii) other confidential business information.

#### II. ACKNOWLEDGEMENTS.

1. My employment creates a relationship of confidence and trust between the Company and me with respect to any information: (i)

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applicable to the business of the Company; or (ii) applicable to the business of any customer of the Company; or (iii) which the Company is under a contractual obligation to keep confidential which may be made known to me by the Company or by any customer of the Company, or learned by me through my employment with the Company.

2. The Company possesses and will continue to possess Proprietary Information.

### III. AGREEMENT.

In consideration of my employment or continued employment by the Company, and the compensation now and in the future paid to me, I agree as follows:

#### 1. Protection of Proprietary Information.

1.1 Property of the Company. All Proprietary Information shall be the sole property of the Company and its assigns or a third party, as applicable, and the Company and its assigns or such third party shall be the sole owner of all patents and other rights in connection with such Proprietary Information. I irrevocably transfer and assign to the Company any rights I may have or acquire in any or all Proprietary Information. During the term of my employment by the Company and at all times thereafter, I will keep in confidence and trust all Proprietary Information, and I will not directly or indirectly disclose, sell, use, lecture upon or publish any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company or incorporates any Proprietary Information. My obligations regarding Proprietary Information shall continue until such time as the Proprietary Information is publicly known without fault on my part.

1.2 Property of Third Parties. I recognize that the Company has received and in the future will receive information from third parties, which is private or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree, during the term of my employment and thereafter, to hold

all such private or proprietary information received from third parties in the strictest confidence and not to disclose or use it, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party. My obligations regarding the private or proprietary information of third parties shall continue until such time as such private or proprietary information is publicly known without fault on my part.

2. Avoid Conflict of Interest. During the course of my employment, I shall inform the Company before accepting any employment, consulting or other relationship with another person or entity in any field related to the Company's line of business, or which presents a conflict of interest with the Company. Lack of objection by the Company regarding any particular outside activity does not in any way reduce my obligations under this Agreement.

3. Return of Materials. All apparatus, computers, computer files and media, data, documents, drawings, engineering log books, equipment, inventor notebooks, programs, prototypes, records, samples, equipment and other information and physical property, whether or not pertaining to or constituting Proprietary Information, furnished to me by the Company, or produced by myself or others in connection with my employment, shall be and remain the sole property of the Company and shall be returned promptly to the Company as and when requested by the Company. Should the Company not so request, I shall return and deliver all such property upon termination of my active service as a Founder and/or employment with the Company, and I will not take with me any such property or any reproduction of such property upon such termination. I further agree that any property situated on the Company's premises and owned by the Company, including computers, computer files, email, voicemail, disks and other electronic storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without cause and with or without notice.

4. Non-Solicitation. I agree that, during the period of my employment and for a period of one (1) year following termination of my service as a Founder and/or employment with the Company, I will not directly or indirectly, whether for my own account or for the account of any other individual,

partnership, firm, corporation or other business organization (other than the Company): solicit, endeavor to entice away from the Company or its subsidiaries, or otherwise interfere with the relationship of the Company with any person who, to my knowledge, is employed by or otherwise engaged to perform services for the Company (including, but not limited to, any independent sales representative or organization). The placement of any general classified or "help wanted" advertisements and/or general solicitations to the public at large will not constitute a violation of this Section 4 unless my name is contained in such advertisements or solicitations.

5. Inventions. I will promptly disclose in confidence to the Company, or to any persons designated by it, any and all Inventions; such disclosure obligations shall continue for six (6) months after termination of my employment with respect to any and all Inventions made, conceived, reduced to practice or learned by me before the termination of my employment.

6. Ownership and Protection of Inventions.

6.1 The Company owns Inventions. I agree that any and all Inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be the sole owner of all patents, trademarks, copyrights and other rights in connection with Inventions.

6.2 Inventions Protection. I irrevocably transfer and assign to the Company any rights I may have or acquire in Inventions. In addition, to the extent permitted by federal copyright law, the parties agree that any works resulting from my work under this Agreement shall be "works for hire" as defined in the federal copyright law. I irrevocably transfer and assign to the Company all of my works of authorship and all worldwide copyrights, trademarks, patents, patent applications, trade secrets and other similar rights ("Intellectual Property Rights") in (i) such works to the extent such works result from my employment with the Company or are otherwise provided for under the terms of this Agreement and (ii) any Inventions. I further agree, as to any and all Inventions, to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce Intellectual Property Rights on Inventions in any and all countries. To that end, I will perform any further

acts and execute and deliver all documents for use in applying for, obtaining and enforcing such Intellectual Property Rights, as the Company may desire, together with any assignments of such protections to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing Intellectual Property Rights on Inventions in any and all countries shall continue beyond the termination of my employment, but, after such termination, the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance. I acknowledge that I may be unavailable when the Company needs to secure my signature for lawful and necessary documents required to apply for or execute any Intellectual Property Rights with respect to Inventions (including renewals, extensions, continuations, divisions or continuations in part of patent applications). Therefore, I irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact, to act for and in my behalf and instead of me, to execute and file any such application(s) and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other protections on Inventions with the same legal force and effect as if executed by me. The Company shall also have the right to keep any and all Inventions as trade secrets.

6.3 Moral Rights. Any assignment of copyright under this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "*Moral Rights*"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company.

6.4 Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company, and to promptly disclose the same to my immediate supervisor or to any persons designated by the Company. The records will be in the form of notes, sketches, drawings,

and any other format that may be specified by the Company. The records will be available to and remain the sole property of the Company at all times.

7. List of Pre-Employment Inventions. I have attached to this Agreement as **Attachment A** is a complete list of all developments, discoveries, improvements, inventions, trade secrets, technical or journal writings or other works of authorship which I have made or conceived or first reduced to practice alone or jointly with others prior to my engagement by the Company, which reasonably relate to the Company's line of business (collectively "*Pre-Employment Inventions*"); and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have made no such Pre-Employment Inventions at the time of signing this Agreement. The Company will not require me to assign any rights I may have in any of the listed Pre-Employment Inventions. Furthermore, the listed Pre-Employment Inventions will not be classified as Proprietary Information or Inventions. Notwithstanding the above, if, in the course of my employment with the Company, I incorporate into a Company product, process or machine a Pre-Employment Invention or any other inventions, technical writings, papers, journal articles, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which are owned by me or in which I have an exclusive interest, the Company is granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide, transferable and sublicensable license to make, have made, modify, use and sell such Pre-Employment Invention as part of or in connection with such product, process or machine. I acknowledge and agree that the Company and its subsidiaries or affiliates are free to compete or develop information, inventions and products within the areas and type of the Pre-Employment Inventions.

8. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and my employment by the Company does not and will not breach any invention assignment agreement or any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with

this Agreement. I also understand that I am not to breach any obligation of confidentiality I have to others during my employment with the Company.

9. No Improper Use of Information of Prior Employers or Others. As part of the consideration for the offer of employment by the Company and of my employment or continued employment by the Company, I have not brought and will not bring to the Company, or use or disclose in the performance of my responsibilities any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless I have obtained their written authorization for its possession and use. I further represent, warrant and agree that I have not and will not solicit, induce, recruit or encourage any other individual to leave his or her employment, where I am or should be reasonably aware that such action on my part would breach any agreement I may have with a third party.

10. Notification of New Employer. In the event that I leave the employ of the Company, I consent to the notification of my new employer of my rights and obligations under this Agreement.

11. Dispute Resolution Procedure. I agree that any controversy, claim or dispute arising out of, concerning or relating in any way to my employment with the Company, including any controversy, claim or dispute arising out of, concerning or relating to the terms of this Agreement, shall be resolved in accordance with the Agreement to Arbitrate attached as **Attachment C**. I further agree and acknowledge that any breach or threatened breach by me of this Agreement will result in immediate and irreparable harm to the Company, for which there will be no adequate remedy at law.

12. Modifications. No modification of this Agreement shall be valid unless made in writing and signed by me and the President of the Company.

13. Severability. If any term or provision of this Agreement shall be declared invalid, illegal or unenforceable, such term or provision shall be amended to achieve as nearly as possible the same effect of protecting Proprietary Information and Inventions as the original term or provision, and

all remaining provisions shall continue in full force and effect.

14. Term of Employment. With respect to any employment relationship I have with the Company now or in the future, I understand that my employment is "at will" and that I or the Company may terminate my employment at any time, for any reason or no reason, with or without cause and with or without notice.

15. Section 2870 Inventions. This Agreement does not apply to inventions that qualify fully for protection under Section 2870 of the California Labor Code ("Section 2870"), a copy of which is attached as **Attachment B**. I understand that no assignment described in this Agreement shall extend to any invention, where such assignment is prohibited by Section 2870.

15.1 Notwithstanding this Section 15, during the term of my employment, I shall disclose in confidence to the Company any Invention in order to permit the Company to make a determination as to compliance by me with the terms and conditions of this Agreement. I understand that should a dispute arise as to whether a given Invention qualifies fully for protection under Section 2870, I bear the burden of proving that the Invention fully qualifies for protection under such law.

16. Survival of Obligations. This Agreement shall survive termination of my employment, regardless of the circumstances of such termination.

17. Effective Date. This Agreement shall be effective as of the first day of my service to the Company, which is Nov 01, 2017.

18. Binding Effect. This Agreement shall be binding upon my heirs, executors, administrators or other legal representatives and shall inure to the benefit of successors and assigns of the Company. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

19. Complete Agreement. This Agreement, constitutes the full, complete and exclusive agreement between the Company and me with regard to this Agreement's subject matter. This Agreement supersedes any previous agreements or representations, whether oral or written, express or implied between the Company and me with respect to their subject matter.

20. Attachments. The following Attachments are made a part of and incorporated by reference into this Agreement:

Attachment A: List of Pre-Employment Inventions.

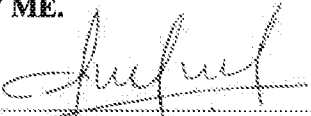
Attachment B: California Labor Code Section 2870.

Attachment C: Agreement to Arbitrate.

21. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to its laws pertaining to conflict of laws.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Date: December 13th, 2017

  
Employee Signature

Andrea Maria Picasso Achaval

Name

Accepted and Agreed to:

Mona International, Inc.

By: 

Name: Hans Gustren

Title: CEO



**ATTACHMENT A**

**LIST OF PRE-EMPLOYMENT INVENTIONS**

This List of Pre-Employment Inventions, along with any attached pages, is part of and incorporated by reference into the attached PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT.

The following is a complete list of all developments, discoveries, improvements, inventions, trade secrets, technical or journal writings or other works of authorship, which I have made or conceived or first reduced to practice alone or jointly with others prior to my engagement by the Company which relate to the Company's business (collectively "*PreEmployment Inventions*"). I understand that the Company will not require me to assign any rights I may have in any of the listed Pre-Employment Inventions. I further understand that the listed Pre-Employment Inventions will not be classified as Proprietary Information or Inventions.

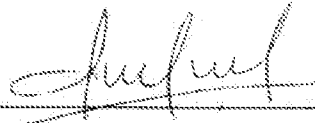
Notwithstanding the above, if, in the course of my employment with the Company, I incorporate into a Company product, process or machine a Pre-Employment Invention or any other inventions, technical writings, designs, papers, journal articles, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which are owned by me or in which I have an exclusive interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide, transferable and sublicensable license to make, have made, modify, use and sell such Pre-Employment Invention as part of or in connection with such product, process or machine.

I represent that this list of Pre-Employment Inventions is complete.

  X   No Pre-Employment Inventions to report.

       See below.

       Additional sheets attached.



       December 13th. 2017

Date

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**ATTACHMENT B**

**California Labor Code Section 2870.**

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

ATTACHMENT C

ARBITRATION AGREEMENT

I, ANDREA MARIA PICASSO ACHAVAL ("*Employee*") and **Mona International, Inc.** ("*Company*"), hereby agree in consideration of my employment an continued employment, to arbitration of disputes between us under the terms set forth below.

Employee and Company agree that all Claims between them shall be settled exclusively through final, binding arbitration conducted in San Francisco County, California in accordance with the Arbitration Rules governing resolution of employment disputes then in effect of the American Arbitration Association ("*AAA*"), unless the parties mutually agree to utilize the services of a different dispute resolution entity, or individual arbitrator. The AAA rules at issue are available for perusal at the url address <http://www.adr.org/>.

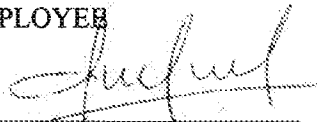
As used in this Arbitration Agreement, "*Claims*" include but are not limited to claims arising from or related in any manner to: breach of any contract; breach of the covenant of good faith and fair dealing; breach of fiduciary duty; violation of any state, federal or local statute, regulation or ordinance (hereinafter "*Laws*"), including, but not limited to, Laws which prohibit discrimination on the basis of race, color, national origin, ancestry, age, disability, religion, sex, sexual orientation, gender identity, marital status, medical condition, and veteran status (such as Title VII of the Civil Rights Act, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, and any other Laws which prohibit discrimination or harassment), the California Labor Code, the California Family Rights Act, Family and Medical Leave Act, Employee Retirement Income Security Act (including but not limited to, claims for severance, employee benefits, and any other claim governed by ERISA), state and federal OSHA laws, wage and hour Laws (including claims for wages, commissions, bonuses, severance, and any other form of employment compensation), the Health & Safety Code, the Business & Professions Code, the Welfare & Institutions Code, and any other Laws which affected or related to Employee's employment at Company; claims arising out of or relating to the grant, exercise, vesting and /or issuance of equity in the Company or options to purchase equity in the Company; fraud; breach of contract or termination in violation of public policy; breach of any securities laws or regulations; emotional distress; defamation; retaliation; and any other claims relating in any manner to Employee's relationship with Company. **Notwithstanding the foregoing, Employee and the Company specifically understand and agree that the following claims are excluded from the definition of Claims set forth in this Arbitration Agreement:**

Company shall pay the costs of arbitration, but each side shall bear their own attorneys fees and costs. Notwithstanding the foregoing, if the underlying law on which

the claim is based provides for an award of attorneys fees and costs to a prevailing party, the arbitrator shall award such attorneys fees in accordance with such applicable law.

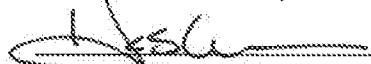
Unless the parties otherwise agree, the arbitration hearing shall be completed within one hundred twenty (120) days after initial demand is made, and the parties shall cooperate in good faith to ensure discovery (which is hereby authorized and required) proceeds efficiently and quickly, and shall engage in good faith efforts to minimize costs of resolution of the dispute (which efforts shall include modification of any applicable rules to accomplish discovery on an expedited basis with little or no formality). Any such arbitration shall permit each side to obtain the following discovery: deposition testimony consisting of six (6) hours of actual testimony of percipient witnesses (cumulative total-----not per witness), exchange of all relevant documents each side possesses without need for formal written requests, and disclosure of all expert information, including, but not limited to, communications, reports, analyses, qualifications and any other information from said expert on which the party proposing the expert intends to rely together with up to three (3) hours of deposition testimony of each said expert. In the event either party desires any additional discovery, said discovery shall not be permitted except upon a substantial showing of good cause and reasonable necessity, or as a matter of substantial fairness, as determined in the arbitrator's (or arbitration panel's) reasonable discretion. Notwithstanding the foregoing, either party may petition a court with jurisdiction over the parties and the dispute for temporary or preliminary injunctive relief. However, the arbitrator or arbitration panel shall have full, final, and binding authority to determine the underlying dispute(s), and to determine any permanent injunctive relief.

EMPLOYEE

  
\_\_\_\_\_  
Signature

December 13th. 2017  
\_\_\_\_\_  
Date

Mons International, Inc.

  
\_\_\_\_\_  
Signature

12/13/17  
\_\_\_\_\_  
Date