

Exhibit B

CONFIDENTIAL

NON - EXCLUSIVE LICENSE AGREEMENT

This Agreement is made and entered into as of 4/11/2012 ("Effective Date") between Crye Precision, LLC, a New York Limited Liability Company and its affiliate LINEWEIGHT LLC, with their principal place of business at 63 Flushing Avenue, Brooklyn NY USA (collectively referred to herein as "CRYE"), and Licensee Duro Textiles LLC maintaining its principal place of business at 110 Chace Street Fall River, MA 02724 ("LICENSEE" and sometimes collectively referred to as the "PARTIES").

WHEREAS, CRYE is the trademark, copyright and patent owner of all proprietary interest in the camouflage pattern and technology called MultiCam® ("MULTICAM"); AND

WHEREAS, LICENSEE is in the business of printing textiles; AND

WHEREAS LICENSEE wishes to license MULTICAM in order to reproduce or transfer MULTICAM on the surfaces of products listed in Exhibit A ("PRODUCTS") solely for the Channels of Distribution set forth on Exhibit B (the "Channels of Distribution"). This Agreement pertains only to "PRODUCTS" as listed in Exhibit A and not to any other products developed, manufactured or distributed by LICENSEE, and the Agreement only covers Products in the Territory solely for the Channels of Distribution; AND

WHEREAS, LICENSEE desires to act as an independent distributor of PRODUCTS and licensor of MULTICAM under the terms and conditions set forth in this agreement;

NOW THEREFORE, in consideration of the mutual promises, covenants, warranties, and other good and valuable consideration set forth herein, the PARTIES agree as follows:

1. Definitions.

Certain words and terms as used in this Agreement shall have the meanings given to them by the definitions and descriptions in this paragraph, and such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms herein defined.

"Affiliates", with respect to CRYE or LICENSEE respectively, shall mean all persons or business entities, whether corporations, partnerships, joint ventures or otherwise, which now or hereafter own, or are owned or controlled, directly or indirectly by the same owners as Crye Precision, LLC or LICENSEE, respectively.

"MULTICAM" is a camouflage pattern protected by U.S. copyright, U.S. patent, and known under a United States and certain foreign trademark registration as MULTICAM.

2. Appointment as Authorized Non-Exclusive LICENSEE

- a. Non-Exclusive Appointment. Subject to the terms of this Agreement, CRYE appoints LICENSEE, and LICENSEE accepts such appointment, as an independent, non-exclusive printer of PRODUCTS in and limited to the territory set forth in Exhibit C (the "TERRITORY") to be distributed solely in the Channels of Distribution. LICENSEE agrees that it will not make or authorize any use, direct or indirect, of the PRODUCT outside the Territory (other than within the Channels of Distribution) or outside the Channels of Distribution and that it will not sell PRODUCTS to person(s) who resell them outside the Territory (other than within the Channels of Distribution) or outside the Channels of Distribution.
- b. CRYE's Reserved Rights. CRYE reserves all rights not expressly granted to LICENSEE hereunder, and specifically shall not be prevented from using and exploiting or granting third parties the right to use MULTICAM in any manner whatsoever, except as otherwise provided herein.

3. Obligations of LICENSEE.

- a. Marketing Material Approval. LICENSEE will not use advertisements or marketing materials related to MULTICAM that have not been approved in writing by CRYE before use.

CONFIDENTIAL

- b. Unless otherwise agreed between the parties, LICENSEE is restricted from selling second quality goods except if allowed for use in the fulfillment of the specific contract in the Channel of Distribution. All second quality goods or materials that do not meet the specifications of MULTICAM or the specific contract in the Channel of Distribution must be destroyed at LICENSEE's expense. Proof of destruction must be kept on file at LICENSEE and be available to CRYE at any point in time.
- c. Personnel. LICENSEE will designate a single point of contact responsible for the administration and communications related to this Agreement. LICENSEE must inform CRYE within one week of any change to the single point of contact designation.
- d. Printing Plant. LICENSEE covenants and agrees that all printing of MULTICAM and the PRODUCTS will occur at its print plant located at 206 Stobe Mills Ave. and that this facility is wholly owned and operated by LICENSEE. Fall River, MA 02724
- e. Packaging. LICENSEE will distribute PRODUCTS with all packaging, labels, hang tags, marketing materials, warranties, and disclaimers as requested by Crye according to the terms and policies set forth in Exhibit D, and will instruct its customers as to the terms of such documents applicable to the PRODUCTS. The selv legend including the license identifier and MULTICAM brand must be present on all PRODUCTS. Cropping or omission of this print text is not permitted under this agreement.
- f. Subcontractors. LICENSEE shall not without CRYE's prior written consent, given or withheld in CRYE's sole discretion sublicense to any third party the right to use or make derivatives of MULTICAM or any of CRYE's intellectual property.
- g. Additional Covenants. LICENSEE will:
 - i. conduct business in a manner that reflects favorably at all times on MULTICAM, the PRODUCTS and the good name, good will and reputation of CRYE;
 - ii. avoid deceptive, misleading or unethical practices that are or might be detrimental to CRYE, PRODUCTS, MULTICAM or the public;
 - iii. make no false or misleading representations or claims with regard to MULTICAM, CRYE or PRODUCTS;
 - iv. not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to CRYE, MULTICAM or PRODUCTS;
 - v. make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of PRODUCTS or MULTICAM that are different than the literature distributed or approved by CRYE.
- h. Intellectual Property. LICENSEE acknowledges and agrees that it will not disassemble, decompile, or reverse engineer MULTICAM or any other intellectual property right of CRYE, including patent, trademark and copyrights, licensed from CRYE or, during or after the term or expiration of this Agreement, make any products that are similar to MULTICAM through color palette, pattern or arrangement or placement of any elements incorporated in MULTICAM. Furthermore, Licensee agrees that it shall not make any additions to, new renderings of, or modifications, embellishments, derivative works or other changes of or to MULTICAM or any other intellectual property rights of CRYE without CRYE's prior written consent and Licensee agrees that all such additions, renderings, modifications, embellishments, derivative works or otherwise shall be and remain the sole property of CRYE.
- i. Compliance with Law. LICENSEE will comply with all applicable international, national, state, regional and local laws and regulations in performing its duties hereunder and in any of its dealings with respect to MULTICAM and PRODUCTS.
- j. Compliance with U.S. Export Laws. LICENSEE acknowledges that all MULTICAM and PRODUCTS including documentation and other technical data are subject to export controls imposed by the U.S. Export Administration Act of 1979, as amended (the "Act"), and the regulations promulgated thereunder. To the extent LICENSEE has any right to do so, LICENSEE will not export or re-export (directly or indirectly) any PRODUCTS or

CONFIDENTIAL

documentation or other technical data therefore without complying with the Act and the regulations thereunder.

- k. **Governmental Approval.** If any approval with respect to this Agreement, or the notification or registration thereof, will be required at any time during the term of this Agreement, with respect to giving legal effect to this Agreement in the TERRITORY, or with respect to compliance with exchange regulations or otherwise, LICENSEE will immediately take whatever steps may be necessary in this respect, and any charges incurred in connection therewith will be for the account of LICENSEE. LICENSEE will keep CRYE currently informed of its efforts in this connection.
 - l. **Market Conditions.** LICENSEE will advise CRYE promptly concerning any potential infringement of MULTICAM or other CRYE Intellectual Property.
 - m. **Costs and Expenses.** Except as expressly provided herein or agreed to in writing by CRYE and LICENSEE, LICENSEE will pay all costs and expenses incurred in the performance of LICENSEE's obligations under this Agreement.
 - n. **Insurance.** LICENSEE shall at all times while this Agreement is in effect and for two years thereafter, obtain and maintain at its own expense, from a qualified insurance carrier with a Best rating of at least "B", commercial general liability coverage, which includes as additional insured CRYE, with a minimum of \$1,000,000 per occurrence per year and a maximum deductible of \$10,000 per occurrence.
 - o. **Channels of Distribution.** LICENSEE agrees that it will not make or authorize any use, direct or indirect, of the PRODUCT outside the Territory (other than within the Channels of Distribution) or outside the Channels of Distribution and that it will not sell PRODUCTS to person(s) who sell or resell them outside the Territory or outside the Channels of Distribution. CRYE shall have the right at any time to inspect any sale of the PRODUCT, and to receive information regarding any customer of LICENSEE of the PRODUCT, to ensure compliance with this Section 2(o).
 - p. **Print Screens.** All print screens are and shall remain the property of CRYE, and shall be returned to CRYE upon the expiration or termination of this Agreement. If a print screen becomes damaged or otherwise unusable, CRYE will supply LICENSEE with a replacement screen(s). Replacement costs, including shipping and applicable taxes, will be at the expense of LICENSEE. Additional screens may be requested by the LICENSEE to facilitate production. CRYE reserves the right to charge for the service of providing additional screens.
4. **Inspections, Records and Reporting.**
- a. **Reports.** Within thirty (30) days of the end of each calendar month, LICENSEE will provide to CRYE a written report showing, for the previous month, LICENSEE's point of sale report showing shipments of PRODUCTS by customer name, shipping address, part number of each fabric, fabric style, finished width of each fabric, number of linear yards of each fabric shipped, U.S. Department of Defense contract number and delivery order for each fabric shipped, licensing fee calculated for each fabric shipped based on yardage and finished width, and total licensing fee due for that month. LICENSEE shall provide a written report even if no material was shipped during that month.
 - b. **Notification.** LICENSEE will: (i) notify CRYE in writing of any claim or proceeding involving PRODUCTS within ten (10) days after LICENSEE learns of such claim or proceeding; and (ii) notify CRYE in writing not more than thirty (30) days after any change in the management of LICENSEE or any transfer of more than twenty-five percent (25%) of LICENSEE's voting control or a transfer of substantially all its assets.
 - c. **Records.** LICENSEE will maintain, for at least three years after termination of this Agreement, its records, contracts and accounts relating to distribution of PRODUCTS (the "Records"), and will permit examination thereof by authorized representatives of CRYE at all reasonable times.

CONFIDENTIAL

- d. Inspection. CRYE or its designee(s) shall be entitled to inspect areas of the printing plant designated in Section 3(d) that are used in the production, testing, shipping, storage, or disposal of PRODUCTS, from time to time upon five (5) days prior written notice to LICENSEE.
 - e. Audit. CRYE or its designee shall be entitled to audit and inspect records pertaining to the Agreement at reasonable times upon five days prior written notice to LICENSEE and make copies and summaries of such Records. If CRYE discovers a deficiency in the amount owed to it under this Agreement, LICENSEE shall promptly pay such deficiency to CRYE and, if such deficiency is five percent (5%) or more of the amount paid to CRYE for such period, LICENSEE shall also reimburse CRYE for all reasonable costs and expenses incurred by CRYE in connection with such inspection.
5. Prices, License Fees and Payment.
- a. Prices and License Fees. During the term of this Agreement, LICENSEE shall have a license to print and use MULTICAM on PRODUCTS for a fee of \$0.0275 per linear yard per inch finished width of fabric shipped. For example, if the finished width of fabric is 58 inches, then the license fee is \$1.595 per linear yard of fabric shipped.
 - b. Payment Terms. All payments shall be made in United States dollars, free of any currency control or other restrictions to CRYE at the address designated by CRYE. Unless otherwise agreed by CRYE in writing, LICENSEE will either pay by certified check or wire transfer to a bank account designated by CRYE the amount of the license fees of the PRODUCTS shipped (plus any applicable taxes, shipping and other charges) in the prior calendar month, payable within five days after the end of any calendar month; or, at CRYE's sole discretion, CRYE may agree to extend net 30 day terms. In any event, LICENSEE shall remit the corresponding monthly ship report as detailed in Section 4(a) above.
 - c. No Set-off. LICENSEE will not set-off or offset against CRYE's invoices amounts that LICENSEE claims are due to it. LICENSEE will bring any claims or causes of action it may have in a separate action and waives any right it may have to offset, setoff or withhold payment for PRODUCTS. LICENSEE will notify CRYE in writing of any claims or causes of action it may have. CRYE will respond to any such written documentation within thirty (30) days.
6. LICENSEE Determines Its Own Prices. LICENSEE will be entirely free to determine the actual prices at which PRODUCTS will be sold or licensed to its customers, which may be made solely in the Channels of Distribution.
7. Trademarks, Trade Names, Logos, Designations and Copyrights.
- a. Use During Agreement. During the term of this Agreement and subject to the terms and conditions specified herein, CRYE grants to LICENSEE a nonexclusive, nontransferable, limited license to use, in the TERRITORY for the Channels of Distribution, CRYE and MULTICAM trademarks, trade names, logos and designations only as necessary for LICENSEE to fulfill its obligations hereunder. LICENSEE's use of such trademarks, trade names, logos and designations will be in accordance with CRYE's policies in effect from time to time, including but not limited to trademark usage and cooperative advertising policies. LICENSEE further agrees not to use any CRYE trademark, trade name, logo or designation in connection with any non-CRYE Product. CRYE reserves the right to review planned uses of its trademarks, trade names, logos and designations to confirm that they are within the guidelines, prior to usage of such trademarks by LICENSEE.
 - b. Copyright and Trademark Notices. LICENSEE will include on each PRODUCT that it distributes, and on all containers and storage media thereof, all trademark, copyright and other notices of proprietary rights included required by CRYE on any and all PRODUCTS. LICENSEE agrees not to alter, erase, deface or overprint any such notice on anything provided by CRYE. LICENSEE also will include the appropriate trademark notices when referring to MULTICAM in advertising and promotional materials.
 - c. LICENSEE Does Not Acquire Proprietary Rights. LICENSEE has paid no consideration for the ownership of CRYE's or its affiliates' trademarks, trade names, logos, designations or

CONFIDENTIAL

copyrights, and nothing contained in this Agreement will give LICENSEE any right, title or interest in any of them. LICENSEE acknowledges that CRYE owns and retains all trademarks, trade names, logos, designations, copyrights and other proprietary rights in or associated with PRODUCTS, and agrees that it will not at any time during or after this Agreement assert or claim any interest in or do anything that may adversely affect the validity of any trademark, trade name, logo, designation or copyright belonging to or licensed to CRYE (including, without limitation any act or assistance to any act, which may infringe or lead to the infringement of any of CRYE's proprietary rights).

- d. **No Continuing Rights.** Upon expiration or termination of this Agreement, LICENSEE will immediately cease all display, advertising and use of all CRYE and MULTICAM trademarks, trade names, logos and designations and will not thereafter use, advertise or display any trademark, trade name, logo or designation which is, or any part of which is, similar to or confusing with any trademark, trade name, logo or designation associated with CRYE or its affiliates. Notwithstanding the foregoing, so long as this Agreement is not terminated by CRYE for Cause, as set forth in Section 9(b) below, or is not automatically terminated as set forth in Section 9(c), LICENSEE shall be permitted to complete all existing open orders in the Channels of Distribution at the time of expiration or termination of the Agreement, provided, LICENSEE continues to comply with all the terms and conditions of this Agreement in fulfilling such open orders, including the payment of licensee fees to CRYE as set forth herein.
 - e. **Obligation to Protect.** LICENSEE agrees to use reasonable efforts to protect CRYE's proprietary rights and to reasonably cooperate at LICENSEE's expense in CRYE's efforts to protect its proprietary rights. LICENSEE agrees to promptly notify CRYE of any known or suspected breach of CRYE's proprietary rights that comes to LICENSEE's attention.
8. **Assignment.** This Agreement will not be assignable by LICENSEE, and LICENSEE may not delegate its duties hereunder without the prior written consent of CRYE. The provisions hereof shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Any attempt to assign this Agreement in derogation of this Section 8 will be null and void.
9. **Duration and Termination of Agreement.**
- a. **Term.** This Agreement will begin on the Effective Date and will continue for two (2) years unless terminated earlier in accordance with the provisions hereof. Nothing shall be interpreted as requiring either party to renew or extend this Agreement.
 - b. **Termination for Cause.** CRYE may terminate this Agreement at any time prior to the expiration of its stated term in the event that:
 - i. LICENSEE defaults in any payment due to CRYE and such default continues unremedied for a period of thirty (30) days following written notice of such default;
 - ii. LICENSEE fails to perform any other obligation, covenant, warranty, duty or responsibility or is in default with respect to any term or condition undertaken by LICENSEE under this Agreement and such failure or default continues unremedied for a period of thirty (30) days following written notice of such failure or default;
 - iii. LICENSEE is merged, acquired, consolidated, sells all or substantially all of its assets, or implements or suffers any substantial change in management or control.
 - c. **Automatic Termination.** This Agreement terminates automatically, with no further act or action of either party, if: (1) a receiver or trustee is appointed for LICENSEE or its property or LICENSEE is adjudged bankrupt, (2) LICENSEE makes an assignment for the benefit of its creditors, (3) LICENSEE becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, (4) LICENSEE becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing, or (5) LICENSEE is liquidated or dissolved.

CONFIDENTIAL

- d. Effect of Termination or Expiration. Upon termination or expiration of this Agreement:
- i. CRYE will have first right of refusal to reacquire any or all PRODUCTS then in LICENSEE's possession that are not committed for sale under open orders as set forth above in Section 7(d), at prices not greater than the prices paid by LICENSEE for such Products.
 - ii. The due dates of all outstanding invoices to LICENSEE for PRODUCTS automatically will be accelerated so they become due and payable on the effective date of termination, even if longer terms had been provided previously.
 - iii. For a period of three (3) years after the date of termination or expiration, LICENSEE shall make available to CRYE for inspection and copying all books and records of LICENSEE that pertain to LICENSEE's performance of and compliance with its obligations, warranties and representations under this Agreement.
 - iv. LICENSEE shall cease using any CRYE trademark, trade name, trade dress, service mark, service name, logo or designation.
- e. No Damages For Termination or Expiration. NEITHER CRYE NOR LICENSEE SHALL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND, INCLUDING INCIDENTAL OR CONSEQUENTIAL DAMAGES, ON ACCOUNT OF THE TERMINATION OR EXPIRATION OF THIS AGREEMENT IN ACCORDANCE WITH THIS SECTION 9. LICENSEE WAIVES ANY RIGHT IT MAY HAVE TO RECEIVE ANY COMPENSATION OR REPARATIONS ON TERMINATION OR EXPIRATION OF THIS AGREEMENT UNDER THE LAW OF THE TERRITORY OR OTHERWISE, OTHER THAN AS EXPRESSLY PROVIDED IN THIS AGREEMENT. Neither CRYE nor LICENSEE will be liable to the other on account of termination or expiration of this Agreement for reimbursement or damages for the loss of goodwill, prospective profits or anticipated income, or on account of any expenditures, investments, leases or commitments made by either CRYE or LICENSEE or for any other reason whatsoever based upon or growing out of such termination or expiration. LICENSEE acknowledges that (i) LICENSEE has no expectation and has received no assurances that any investment by LICENSEE in the promotion of PRODUCTS will be recovered or recouped or that LICENSEE will obtain any anticipated amount of profits by virtue of this Agreement, and (ii) LICENSEE will not have or acquire by virtue of this Agreement or otherwise any vested, proprietary or other right in the promotion of PRODUCTS or in "goodwill" created by its efforts hereunder. THE PARTIES ACKNOWLEDGE THAT THIS SECTION HAS BEEN INCLUDED AS A MATERIAL INDUCEMENT FOR CRYE TO ENTER INTO THIS AGREEMENT AND THAT CRYE WOULD NOT HAVE ENTERED INTO THIS AGREEMENT BUT FOR THE LIMITATIONS OF LIABILITY AS SET FORTH HEREIN.
- f. Survival. CRYE's rights and LICENSEE's obligations to pay CRYE all amounts due hereunder, as well as LICENSEE's obligations under Section 3, Section 4, Section 7, Section 9(d), Section 9(e), this Section 9(f), and Sections 11-14 shall survive termination or expiration of this Agreement.
10. Relationship of the Parties. LICENSEE's relationship with CRYE during the term of this Agreement will be that of an independent contractor. Nothing in this Agreement will be construed as creating or implying a partnership, joint venture, employment, franchise, agency, or any other form of legal association (other than as expressly set forth herein) between the parties. LICENSEE will not have, and will not represent that it has, any power, right or authority to bind CRYE, or to assume or create any obligation or responsibility, express or implied, on behalf of CRYE or in CRYE's name, except as herein expressly provided.
11. Indemnification. Indemnification of CRYE. During and after the Term hereof, LICENSEE shall indemnify and hold harmless CRYE, and its successors and assigns, parents, subsidiaries, affiliates, officers, directors, representatives, employees and agents (collectively, the "CRYE PARTIES") (including paying all reasonable attorneys' fees and costs of litigation), from and against and hold CRYE harmless from, any and all claims, liabilities, demands, causes of action, judgments, settlements and expenses, arising out of or in connection with (a) the PRODUCTS, or (b) the breach of any representation, warranty or covenant made by LICENSEE hereunder, or (c) any other omissions or misrepresentations by LICENSEE to CRYE.

CONFIDENTIAL

12. Disclaimer of Warranties.

- a. Disclaimer of Warranties. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, ARE HEREBY DISCLAIMED BY CRYE.
- b. LICENSEE Warranty. LICENSEE will make no warranty, claim, guarantee or representation, whether written or oral, on CRYE's behalf.

13. Proprietary Information. LICENSEE acknowledges that in the course of performing its obligations under this Agreement, it may obtain information relating to CRYE and MULTICAM which is of a confidential and proprietary nature to CRYE ("Proprietary Information"). Such Proprietary Information includes without limitation design patents, copyrights, trademarks, trade secrets, know-how, formulas, compositions of matter, inventions, techniques, processes, programs, diagrams, schematics, customer and financial information and sales and marketing plans, and specifically the print screen provided by CRYE to LICENSEE. LICENSEE will (a) use such Proprietary Information only in connection with fulfilling its obligations under this Agreement, (b) during the term of this Agreement and for a period of ten (10) years thereafter, hold such Proprietary Information in strict confidence and exercise due care with respect to its handling and protection of such Proprietary Information, consistent with its own policies concerning protection of its own proprietary and/or trade secret information and (c) disclose, divulge or publish the same only to such of its employees or representatives as are Qualified Personnel (as defined below) and to no other person or entity, whether for its own benefit or for the benefit of any other person or entity. LICENSEE further agrees to return all copies of all Proprietary Information in its possession, control or custody immediately upon termination or expiration of this Agreement. As used herein, the term "Qualified Personnel" means such employees and representatives of LICENSEE who (i) have a need to know or have access to CRYE's Proprietary Information in order for such employees or representatives to carry out the purposes of this Agreement and (ii) have executed nondisclosure agreements binding them not to use or disclose such Proprietary Information except as permitted herein.

14. General Provisions,

- a. Waiver. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
- b. Notices. All notices and demands hereunder will be in writing and will be served by personal service, mail or confirmed facsimile transmission at the address of the receiving party set forth in this Agreement (or at such different address as may be designated by such party by written notice to the other party). All notices or demands by mail shall be by certified or registered airmail, return receipt requested, and shall be deemed complete upon receipt.
- c. Attorneys' Fees. In the event any litigation is brought by either party in connection with this Agreement, the prevailing party in such litigation shall be entitled to recover from the other party all the costs, reasonable attorneys' fees and other expenses incurred by such prevailing party in the litigation.
- d. Execution of Agreement, Controlling Law, Jurisdiction and Severability. This Agreement will become effective only after it has been signed by LICENSEE and has been accepted by CRYE at its principal place of business, and its effective date shall be the date on which it is signed by CRYE. It shall be governed by and construed in accordance with the laws of the State of New York. Any suit hereunder will be brought in the federal or state courts in the Southern District of New York and LICENSEE hereby submits to the personal jurisdiction thereof. The English-language version of this Agreement controls when interpreting this Agreement. LICENSEE consents to the enforcement of any judgment rendered in the United States in any action between LICENSEE and CRYE. Any and all defenses concerning the validity and enforceability of the judgment shall be deemed waived unless first raised in a court of competent jurisdiction in the United States.

CONFIDENTIAL

- e. Severability. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.
- f. Force Majeure. CRYE and LICENSEE shall not be responsible for any failure to perform due to unforeseen circumstances or to causes beyond the PARTIES reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, failure to obtain export licenses or shortages of transportation, facilities, fuel, energy, labor or materials. In the event of any such delay, the PARTIES may defer their obligations under this agreement for a period equal to the time of such delay or up to three (3) months.
- g. Equitable Relief. LICENSEE acknowledges that any breach of its obligations under this Agreement with respect to the proprietary rights or confidential information of CRYE will cause CRYE irreparable injury for which there are inadequate remedies at law, and therefore CRYE will be entitled to equitable relief in addition to all other remedies provided by this Agreement or available at law.
- h. Entire Agreement. This Agreement constitutes the complete and exclusive agreement between the parties pertaining to the subject matter hereof, and supersedes in their entirety any and all written or oral agreements previously existing between the parties with respect to such subject matter. LICENSEE acknowledges that it is not entering into this Agreement on the basis of any representations not expressly contained herein. Any modifications of this Agreement must be in writing and signed by both parties hereto. Any such modification shall be binding upon CRYE only if and when signed by one of its duly authorized officers.
- i. Release of Claims. Any and all claims against CRYE arising under prior agreements, whether oral or in writing, between CRYE and LICENSEE are waived and released by LICENSEE by acceptance of this Agreement.
- j. Choice of Language. The original of this Agreement has been written in English. LICENSEE waives any right it may have under the law of any territory LICENSEE may have a corporate or legal presence in.
- k. Due Execution. The party executing this Agreement represents and warrants that he or she has been duly authorized under LICENSEE's charter documents and applicable law to execute this Agreement on behalf of LICENSEE.
- l. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- m. Captions. The captions to sections of this Agreement have been inserted for identification and reference purposes only and shall not be used to construe or interpret this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date specified below.

CRYE PRECISION LLC

Signature: 


Printed Name: Gregg Thompson

Title: Director

Date: 4/14/12

CONFIDENTIAL

LICENSEE

Signature: 
Printed Name: Edward W. Poci, II
Title: Managing Director
Date: 1/1/2012

CONFIDENTIAL

EXHIBIT A - PRODUCTS

MultiCam Fabrics

CONFIDENTIAL

EXHIBIT B – CHANNELS OF DISTRIBUTION

CRYE acknowledges that LICENSEE is selling PRODUCT to vendors that manufacture articles from such Product. LICENSEE acknowledges, however, that the PRODUCT is to be used only in the authorized Channels of Distribution set forth below, and LICENSEE will use reasonable efforts to determine the intended use of the PRODUCT prior to selling any PRODUCT to any third party. The Channels of Distribution are the following:

1. In Fulfillment of contracts issued by the United States Department of Defense

CONFIDENTIAL

EXHIBIT C -- TERRITORY

United States

CONFIDENTIAL

EXHIBIT D – PACKAGING INFORMATION

LICENSEE is required to tag all rolls and less than roll quantities with a single hangtag provided by CRYE such that it clearly visible once the material is opened.