

PATENT ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Confidentiality and Inventions Agreement
CONVEYING PARTY DATA	
Name	Execution Date
Kenneth J. Hughes	09/01/2008
RECEIVING PARTY DATA	
Name:	Cold Quanta, Inc.
Street Address:	4450 Arapahoe Ave., # 100
City:	Boulder
State/Country:	COLORADO
Postal Code:	80303
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	13441466
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7205625500
Email:	PTOMail@mflaw.com
Correspondent Name:	Marsh Fischmann & Breyfogle LLP
Address Line 1:	8055 E. Tufts Ave., STE 450
Address Line 4:	Denver, COLORADO 80237
ATTORNEY DOCKET NUMBER:	50859-00000
NAME OF SUBMITTER:	Kent A. Fischmann
Signature:	/Kent A. Fischmann/
Date:	07/18/2013
Total Attachments: 6 source=Agreement#page1.tif	

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CONFIDENTIALITY AND INVENTIONS AGREEMENT

This CONFIDENTIALITY AND INVENTIONS AGREEMENT (this "Agreement"), dated as of September 1, 2008, is between Cold Quanta, Inc., a Colorado corporation (the "Corporation"), which for the purposes hereof shall include any subsidiary or affiliate of the Corporation, and the undersigned employee (the "Employee").

RECITALS

- A. Employee has had and will continue to have access to the Corporation's trade secrets.
- B. Employee desires to enter into or continue in the employment (as the case may be) of the Corporation.
- C. In order to protect the trade secrets and confidential information of the Corporation and as a condition to employment or the continued employment (as the case may be) of Employee, the Corporation requires that Employee enter into this Agreement.

NOW THEREFORE, in consideration of Employee's employment with the Corporation and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

I. Confidential Information.

- (a) As used in this Agreement, the term "Confidential Information" shall include all nonpublic information concerning or arising from the Corporation's business, including, without limitation, trade secrets used or developed by the Corporation in connection with its business information concerning know-how, research, inventions, copyrights, trademarks, patents, processes, designs, methods and concepts concerning the manner and details of the Corporation's operation, organization and management; financial information and/or documents and nonpublic policies, procedures and other printed or written material generated or used in connection with the Corporation's business; the Corporation's business plans and strategies; the identities of the Corporation's customers and the specific individual customer representatives with whom the Corporation works and details of the Corporation's relationship with such customers and customer representatives; the identities of distributors, suppliers, contractors and vendors utilized in the Corporation's business and details of the Corporation's relationship with such distributors, suppliers, contractors and vendors; the nature of fees and charges made to the Corporation's customers; nonpublic forms, contracts and other documents used in the Corporation's business; the nature and content of computer software used in the Corporation's business, whether proprietary to the Corporation or used by the Corporation under license from a third party; and/or other prospects, customers, employees, contractors, earnings, products, services, formulas, recipes, compositions, machines, equipment, systems, and/or prospective and executed contracts and other business arrangements.
- (b) Except in connection with and in furtherance of Employee's official duties with and on behalf of the Corporation, Employee shall not at any time or in any manner use, copy, disclose, divulge, transmit, convey, transfer or otherwise communicate any Confidential Information to any person or entity, either directly or indirectly, without the Corporation's prior written consent.

- (c) Employee acknowledges (i) that during the term of Employee's employment with the Corporation, Employee will have access to Confidential Information, all of which shall be made accessible to Employee only in strict confidence; (ii) that unauthorized disclosure of Confidential Information will damage the Corporation's business; (iii) that Confidential Information would be susceptible to immediate competitive application by a competitor of the Corporation; (iv) that the Corporation's business is substantially dependent on access to and the continuing secrecy of Confidential Information; (v) that Confidential Information is unique and proprietary to the Corporation and known only to Employee, the Corporation and certain key employees and contractors of the Corporation; and (vi) that title, ownership, possession and control of Confidential Information shall at all times remain vested in the Corporation. Consequently, Employee acknowledges that the restrictions contained in this Section 1 are reasonable and necessary for the protection of the Corporation's business.
- (d) All documents or other records containing or referring to Confidential Information that are prepared by or provided to Employee during the term of Employee's employment with the Corporation or that come into Employee's possession in connection with Employee's performance of services for the Corporation are and shall remain the Corporation's property. Employee shall not copy or use any such documents or Confidential Information for any purpose not relating directly to Employee's duties, nor shall Employee market or in any way provide or make available to any party other than the Corporation any of the Confidential Information, except pursuant to prior written authorization from the Corporation. Upon the termination of Employee's employment with the Corporation for any reason and regardless of the circumstances of such termination or the existence of any dispute between Employee and the Corporation following or concerning the termination of Employee's employment, or upon the request of the Corporation, its successors or assigns, Employee shall immediately deliver to the Corporation or its designee (and will not keep in Employee's possession or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Corporation, its successors or assigns. Notwithstanding any other provision of this Agreement, this Agreement shall not bar Employee from complying with any subpoena or court order, provided that prior to doing so, Employee shall give the Corporation's Chief Executive Officer prior written notice, at the Corporation's principal place of business, of Employee's receipt of any such subpoena or court order as far as possible in advance of the appearance time set forth in the subpoena or court order.
- (e) Employee acknowledges that the Corporation has received and in the future will receive from third parties confidential or proprietary information, and that the Corporation must maintain the confidentiality of such information and use it only for proper purposes. Employee shall not use or disclose any such information except as permitted by the Corporation or the third party to whom the information belongs.
- (f) Employee represents and warrants that it has not, and Employee shall not, during Employee's employment with the Corporation, improperly use or disclose any proprietary information or trade secrets belonging to any former employer or any third party to whom Employee owes a duty of nondisclosure.

2. Inventions and Discoveries.

- (a) Employee agrees to disclose promptly to the Corporation the full details of any and all ideas, processes, recipes, trademarks and service marks, works, inventions, discoveries, marketing and business ideas, and improvements or enhancements to any of the foregoing, that Employee conceives, develops or creates alone or with the aid of others during the term of Employee's employment with the Corporation (whether or not conceived, developed or created during regular working hours) that:

(i) relate to the Corporation's business; (ii) result from any work performed by Employee for the Corporation; (iii) involve the use of the Corporation's equipment, supplies, facilities, or trade secret information; (iv) result from or are suggested by any work done at the Corporation's request or by any Corporation employee other than Employee, or relate to any problems specifically assigned to Employee; or (v) result from Employee's access to any of the Corporation's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formula, specifications, inventions, processes, recipes, equipment, or the like.

- (b) Employee hereby assigns to the Corporation, without further consideration, Employee's entire right to any concept, idea or invention described in the preceding subsection, which shall be the sole and exclusive property of the Corporation whether or not patentable. Employee also acknowledges that all original works of authorship which are made by Employee (solely or jointly with others), within the scope of Employee's employment, and which are protectable by copyright, are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. § 101). To the extent that any such works, by operation of law, cannot be "works made for hire," Employee hereby assigns to the Corporation all right, title, and interest in and to such works and to any related copyrights. Employee further agrees to make and provide to the Company any documents, instruments or other materials necessary or advisable to vest, secure, evidence or maintain the Company's ownership of the concepts, ideas, inventions, works or other similar property rights discussed herein.
- (c) Employee covenants and agrees that Employee will assist the Corporation in every proper way to obtain and from time to time enforce United States and foreign proprietary rights relating to any and all inventions, original works of authorship, developments, improvements or trade secrets of the Corporation in any and all countries. To that end, Employee will execute, verify and deliver such documents and perform such other acts (including appearing as a witness) as the Corporation may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof. In addition, Employee will execute, verify and deliver assignments of such proprietary rights to the Corporation or its designee. Employee's obligation to assist the Corporation with respect to proprietary rights in any and all countries shall continue beyond the termination of Employee's employment, but the Corporation shall compensate Employee at a reasonable rate after Employee's termination for the time actually spent by Employee at the Corporation's request in such assistance.

In the event the Corporation is unable for any reason, after reasonable effort, to secure Employee's signature on any document needed in connection with the actions specified in the preceding paragraph, Employee hereby irrevocably designates and appoints the Corporation and its duly authorized officers and agents as his agent and attorney in fact, to act for and in his behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of the preceding paragraph thereon with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to the Corporation any and all claims, of any nature whatsoever, that Employee now or may hereafter have for infringement of any proprietary rights assigned to the Corporation.

- (d) Obligation to Keep the Corporation Informed. During the period of employment, Employee will promptly disclose to the Corporation fully and in writing all patent applications filed by Employee or on his behalf. Employee agrees to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Corporation) of all proprietary information developed by Employee and all inventions made by Employee during the period of his employment at the Corporation, which records shall be available to and remain the sole property of the Corporation at all times.

3. Interference with Business. During the term of Employee's employment with the Corporation and for a period of eighteen months thereafter, and regardless of the reason for Employee's termination, Employee shall not (i) directly or indirectly cause or attempt to cause any employee of the Corporation to leave the employ of the Corporation, (ii) in any way interfere with the relationship between the Corporation and any employee, agent, vendor or contractor of the Corporation, (iii) directly or indirectly solicit any employee of the Corporation to work for any organization of which Employee is an officer, director, employee, consultant, independent contractor or owner of an equity other financial interest, or (iv) interfere or attempt to interfere with any transaction in which the Corporation was involved during the term of this Agreement or Employee's employment.
4. Injury to Business. During the term of Employee's employment with the Corporation, and for a period of eighteen months after the termination of such employment, Employee shall not perform or do any other act that is prejudicial or injurious to the business or good will of the Corporation.
5. No Employment Contract. This Agreement is not an employment contract and by execution hereof the parties do not intend to create an employment contract.
6. Injunctive Relief. Upon a breach or threatened breach by Employee of any of the provisions of this Agreement, the Corporation shall be entitled to an injunction restraining Employee from such breach. Nothing herein shall be construed as prohibiting the Corporation from pursuing any other remedies for such breach or threatened breach, including recovery of damages from Employee.
7. Attorney's Fees. In the event that the Corporation retains the services of an attorney to enforce any of the provisions of this Agreement, or commences any investigations with regard to any matters contained herein, the Corporation shall be entitled to collect from Employee reasonable attorneys' fees and costs of investigation and litigation.
8. Waiver of Breach. A waiver by the Corporation of a breach of any provision of this Agreement by Employee shall not operate or be construed as a waiver of any subsequent breach by Employee.
9. Severability. It is the desire and intent of the parties that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws and public policies applied in each jurisdiction in which enforcement is sought. Accordingly, if any particular provision or portion of this Agreement shall be adjudicated to be invalid or unenforceable, this Agreement shall be deemed amended to delete therefrom the portion thus adjudicated to be invalid or unenforceable, such deletion to apply only with respect to the operation of this Section in the particular jurisdiction in which such adjudication is made.
10. Notices. All communications, requests, consents and other notices provided for in this Agreement shall be in writing and shall be deemed given if mailed by first class mail, postage prepaid, addressed as follows:

(i) If to the Corporation:

Cold Quanta, Inc.
Attn: Rainer Kunz
4450 Arapahoe Ave., # 100
Boulder, CO 80303

(ii) If to Employee:

Kenneth Jeramiah Hughes
454 Farrish Circle B24
Charlottesville, VA 22903

or such other address as either party may hereafter designate by notice as herein provided. Notwithstanding the foregoing provisions of this Section 9, so long as Employee is employed by the Corporation any such communication, request, consent or other notice shall be deemed given if delivered as follows: if to the Corporation, by hand delivery to any executive officer of the Corporation other than Employee, and if to Employee, by hand delivery to him or her.

11. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado.
12. Consent to Jurisdiction. All judicial proceedings brought against Employee arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in this State of Colorado, and by execution and delivery of this Agreement, Employee accepts the nonexclusive jurisdiction of the aforesaid courts and waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.
13. Waiver of Jury Trial. EMPLOYEE AND THE CORPORATION HEREBY AGREE TO WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATIONS, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EMPLOYEE AND THE CORPORATION WARRANT AND REPRESENT THAT EACH HAS REVIEWED THIS WAIVER WITH HIS, HER OR ITS LEGAL COUNSEL AND THAT EACH KNOWINGLY AND VOLUNTARILY WAIVES HIS, HER OR ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A TRIAL BY THE COURT.
14. Amendments; Waiver. This Agreement may not be altered or amended, and no right hereunder may be waived, except by an instrument executed by each of the parties hereto. No waiver of any term, provision, or condition of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.
15. Assignment. The Corporation may assign its rights and obligations under this Agreement to any affiliate of the Corporation or to any acquirer of substantially all of the business of the Corporation, and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by such assignee. Neither this Agreement nor any rights or duties hereunder may be assigned or delegated by Employee.

16. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties and supersedes all prior understandings, agreements or representations by or between the parties, whether written or oral, which relate to the subject matter hereof.
17. Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, heirs, successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

CORPORATION:

Cold Quanta, Inc.,
a Colorado corporation

By: 

Name: Rainer Kunz

Its: President

EMPLOYEE:

By: 

Name: Kenneth J. Higgins