

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT2888844

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT		
CONVEYING PARTY DATA			
Name			Execution Date
SAMUEL N. HEFFINGTON			08/23/2005
RECEIVING PARTY DATA			
Name:	NUVENTIX, INC.		
Street Address:	1909 BRAKER LANE		
Internal Address:	BUILDING E, SUITE 100		
City:	AUSTIN		
State/Country:	TEXAS		
Postal Code:	78758		
PROPERTY NUMBERS Total: 1			
Property Type	Number		
Patent Number:	7760499		
CORRESPONDENCE DATA			
Fax Number:	(512)343-4530		
<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:	512-343-4539		
Email:	rbernfeld@foholaw.com		
Correspondent Name:	JOHN A. FORTKORT		
Address Line 1:	9442 N. CAPITAL OF TEXAS HIGHWAY		
Address Line 2:	1-500		
Address Line 4:	AUSTIN, TEXAS 78759		
ATTORNEY DOCKET NUMBER:	NVTX033US0		
NAME OF SUBMITTER:	JOHN A. FORTKORT		
SIGNATURE:	/JOHN A. FORTKORT/		
DATE SIGNED:	06/07/2014		
Total Attachments: 11			
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ASSIGNMENT

This Assignment is made by Stephen P. Darbin, Samuel N. Heffington, John Stanley Booth and Raghavendran Mahalingam (hereinafter referred to as "Assignors").

WHEREAS, Assignors have invented a new and useful invention entitled:

THERMAL MANAGEMENT SYSTEM FOR CARD CAGES

for which a United States Letters Patent has been granted, said United States Letters Patent being assigned U.S. Patent Number 7,760,499 (USAN 12/465,645, filed May 14, 2009), and having an issue date of July 20, 2010, and

WHEREAS, Assignors believe themselves to be the original inventors of the invention disclosed and claimed in said Letters Patent; and

WHEREAS, the parties desire to have a recordable instrument assigning the entire right, title and interest in and to said invention, said Letters Patent and any other patent that may be granted, or patent application that may be filed, for said inventions in the United States and throughout the world, including all U.S. applications, Continuation-In-Part applications, Continuation applications, Divisional applications, reissue applications and PCT and/or foreign national and/or regional applications;

NOW, THEREFORE, in accordance with the obligations to assign the invention and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors sell, assign, and transfer to **NUVENTIX, INC.** (hereinafter referred to as "Assignee"), the entire right, title, and interest in and to said invention, said Letters Patent, any patent application that may be filed on, and any Letters Patent that may be granted for, said invention in the United States and throughout the world, including the right to file foreign applications directly in the name of the Assignee and to claim for any such foreign applications any priority rights to which such applications are entitled under international conventions, treaties, or otherwise.

Assignors agree that, upon request and without further compensation, but at no expense to Assignors, they and/or their legal representatives and assigns will do all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or

desirable for obtaining, sustaining, reissuing, or enforcing Letters Patent in the United States and throughout the world for said invention, and for perfecting, recording, or maintaining the title of Assignee, its successors and assigns, to said invention, said application, and any Letters Patent granted for said invention in the United States and throughout the world.

Assignors represent and warrant that they have not granted and will not grant to others any rights inconsistent with the rights granted herein.

Assignors authorize and request the Commissioner for Patents of the United States and of all foreign countries to issue any Letters Patent granted for said invention, whether on said application or on any subsequently filed divisional, continuation, continued prosecution application or reissue application, to Assignee, its successors and assigns, as the assignee of the entire interest in said invention.

IN WITNESS WHEREOF, Assignors have executed this Assignment on the date provided below.

FOUR SIGNATURE PAGES FOLLOW

Proprietary Information and Inventions Assignment Agreement

In consideration of my employment by Innovative Fluidics, Inc., a Delaware corporation (the "*Company*"), the Company's disclosure of certain Proprietary Information (as defined below) to me, any compensation now and/or hereafter paid to me, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby agrees with the Company as follows:

1. Definitions.

1.1 The term "*Agreement*" means this Proprietary Information and Inventions Agreement.

1.2 The term "*Service*" means any period during which I am or was engaged or performed work of any type as a consultant, part-time employee, full-time employee or Director of the Company.

1.3 The term "*Inventions*" means discoveries; developments; trade secrets; processes; formulas; data; lists; software programs; and all other works of authorship, mask works, ideas, concepts, know-how, designs, and techniques, whether or not any of the foregoing is or are patentable, copyrightable, or registrable under any intellectual property laws or industrial property laws in the United States or elsewhere.

1.4 The term "*Proprietary Information*" means information owned by the Company or licensed from third parties regarding (a) research, development, products, services, marketing, selling, business plans, budgets, unpublished financial statements, licenses, prices, costs, contracts and other agreements, suppliers, customers, and customer lists; (b) the identity, skills and compensation of employees, contractors, and consultants; (c) specialized training; and (d) information related to inventions owned by the Company or licensed from third parties.

1.5 The term "*Third Party Information*" means confidential or trade secret information that the Company may from time to time receive from third parties except from Georgia Institute of Technology, or information related to inventions of third parties, which is subject to a duty on the Company's part to maintain the confidentiality of such Third Party Information and to use it only for certain limited purposes.

1.6 The term "*Georgia Tech Information*" means confidential or trade secret information that the Company has received or may receive from Georgia Institute of Technology ("*Georgia Tech*") which is subject to a duty on the Company's part to maintain the confidentiality of such Georgia Tech Information and to use it only for certain limited purposes.

2. Nondisclosure.

2.1 I acknowledge and agree that I have had access to and have received and will continue to have access to and receive Proprietary Information of the Company. At all times during my Service and thereafter, I will hold in strictest confidence and will not disclose, discuss, transmit, use, lecture upon, or publish any Proprietary Information and Georgia Tech Information, except as such disclosure, discussion, transmission, use, or publication may be required in connection with my Service, or unless the President of the Company expressly authorizes such in writing, or unless the Georgia Tech Information is required in connection with my employment at Georgia Tech.

2.2 At all times during my Service and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose, discuss, transmit, use, lecture upon, or publish any Third Party Information, except as such disclosure, discussion, transmission, use, or publication may be

required in connection with my Service, or unless the President of the Company expressly authorizes such in writing.

3. Assignment.

3.1 The term "*Ownership Rights*" means all rights, title and interest (including but not limited to Intellectual Property Rights) in property, whether that property is tangible or intangible. The term "*Intellectual Property Rights*" means all intellectual property and industrial property rights of any kind whatsoever throughout the world, including but not limited to patent rights, copyrights (including but not limited to mask work rights), trade secret rights, and, if recognized, Moral Rights (where "Moral Rights" means all rights related to paternity, integrity, disclosure, and withdrawal). I hereby irrevocably assign to the Company any Ownership Rights I may have or acquire in any Proprietary Information and acknowledge that all Proprietary Information shall be the sole property of the Company and that the Company shall be the sole owner of all Ownership Rights in connection therewith.

3.2 The term "*Company Inventions*" means all Inventions that (a) relate to the business or proposed business of the Company and that are or were discovered, developed, created, conceived, reduced to practice, made, learned or written by me, either alone or jointly with others, in the course of my Service; (b) utilize, incorporate or otherwise relate to Proprietary Information; (c) I discovered, developed, created, conceived, reduced to practice, made, or wrote prior to or outside the scope of my Service and that are incorporated into any Inventions owned by or assigned to the Company and/or its assigns; or (d) are discovered, developed, created, conceived, reduced to practice, made, or written by me using Company property or equipment. I hereby irrevocably assign to the Company all my Ownership Rights in and to any and all Company Inventions.

3.3 I acknowledge and agree that any work of authorship comprising Company Inventions shall be deemed to be a "*work made for hire*," as that term is defined in the United States Copyright Act (17 U.S.C. § 101 (2000)). To the extent that any such work of authorship may not be deemed to be a work made for hire, I hereby irrevocably assign all my Ownership Rights in and to such work to the Company. If any such work of authorship cannot be assigned, I hereby grant to the Company an exclusive, assignable, irrevocable, perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free, unlimited license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display and digitally perform and display such work in any media now known or hereafter known. Outside the scope of my Service, I agree not to (a) modify, adapt, alter, translate, or create derivative works from any such work of authorship or (b) merge any such work of authorship with other Inventions. To the extent Moral Rights may not be assignable under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby irrevocably waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent.

3.4 I acknowledge and agree that nothing in this Agreement shall be deemed to grant, by implication, estoppel or otherwise, (a) a license from the Company to me to make, use, license, or transfer in any way a Company Invention or (b) a license from the Company to me regarding any of the Company's existing or future Ownership Rights.

4. Enforcement of Rights.

4.1 I will assist the Company in every proper way to obtain and from time to time enforce Ownership Rights relating to Company Inventions in any and all countries. To that end I will execute, verify, and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining, and enforcing such Ownership Rights and the assignment thereof. In addition, I will execute, verify, and deliver assignments of such Ownership Rights to the Company. My obligation

to assist the Company with respect to Ownership Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my Service, but the Company shall compensate me at a reasonable rate after such termination for the time actually spent by me at the Company's request on such assistance.

4.2 In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its assigns's duly authorized officers and agents as my agent and attorney in fact, to act for and in my 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 me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, that I now or may hereafter have for infringement of any Ownership Rights assigned hereunder to the Company.

5. Obligation to Keep Company Informed.

During my Service, I will promptly disclose to the Company fully and in writing and will hold in trust for the sole right and benefit of the Company any and all Company Inventions. In addition, during the first year after termination of my Service, I will provide the Company with a complete copy of each patent application and copyright registration application (including but not limited to any mask work registration application) filed by me or that names me as an inventor, co-inventor, author, co-author, creator, co-creator, developer, or co-developer.

6. Retained Inventions

To preclude any possible uncertainty over the ownership of any Inventions, I have, to the best of my knowledge, set forth on Exhibit A attached hereto a complete list of all Inventions that I have, alone or jointly with others, prior to commencement of my Service, discovered, developed, created, conceived, reduced to practice, made, learned, or written, or caused to be discovered, developed, created, conceived, reduced to practice, made, learned, or written, that I consider to be my property or the property of third parties (collectively, "*Retained Inventions*"). If disclosure of any such Invention on Exhibit A would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Inventions in Exhibit A but am to inform the Company that all Inventions have not been listed for that reason. To the extent that I incorporate any Retained Inventions into a Company Invention or rely upon any Retained Invention in discovering, developing, creating, conceiving, or reducing to practice any Company Invention, I hereby grant to the Company a non-exclusive, assignable, irrevocable, perpetual, worldwide, sublicenseable (through one or multiple tiers), royalty-free license to use, reproduce, distribute, create derivative works of, publicly perform, publicly display, digitally perform and display, make, have made, sell, and offer for sale such Retained Inventions in any media now known or hereafter known.

7. Conflicts of Interest: Non-Solicitation

7.1 During my Service, I will not, directly or indirectly, participate in the ownership, management, operation, financing or control of, or be employed by or consult for or otherwise render services to, any person, corporation, firm, or other entity that competes with the Company in the state of Texas, or in any other state in the United States, or in any country in the world, in the conduct of the business of the Company as conducted or as proposed to be conducted, nor shall I engage in any other activities that conflict with my obligations to the Company, unless agreed to in writing by the Company. Notwithstanding the foregoing, I am permitted to own up to 1% of any class of securities of any corporation in competition with the Company that is traded on a national securities exchange or through Nasdaq.

7.2 During my Service and for a period of one (1) year after my Service is terminated for any reason, I will not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type, solicit, assist or in any way encourage any current employee or consultant of the Company to terminate his or her employment relationship or consulting relationship with or for the Company, nor will I solicit the services of any former employee of the Company whose service has been terminated for less than three (3) months.

7.3 For a period of one (1) year after my Service is terminated for any reason, I will not, directly or indirectly, individually or on behalf of any other person, firm, partnership, corporation, or business entity of any type, solicit to the detriment of the Company and/or for the benefit of any competitor of the Company, take away or attempt to take away, in whole or in part, any Customer of the Company or otherwise interfere with the Company's relationship with any Customer. For purposes of this Section 7.3, "Customer" shall mean any company or business entity to which the Company sells or licenses goods or services to or that I had contact with or performed services for during my Service.

8. Post-Employment Non-Compete Agreement.

I hereby agree that for a period of one (1) year after the date that Service is terminated, for any reason, I will not, directly or indirectly, in the States of Texas and Georgia, or in any other commonwealth or state of the United States, or in any country in the world where the Company engages or proposes to engage in Business, as of the date of the termination of my Service, (i) compete with the Company in Business or (ii) participate in the ownership, management, operation, financing, or control of, or be employed by or consult for or otherwise render services to, any person, corporation, firm, or other entity whose primary business competes with the Company in Business. Notwithstanding the foregoing, I am permitted to own up to 5% of any class of securities of any corporation in competition with the Company that is traded on a national securities exchange or through Nasdaq. For the purposes of this Section 8, "Business" shall mean the Company's business and operations in the area of thermal management.

9. No Improper Use of Materials.

I represent and warrant that during my Service I shall not use or incorporate into any Company Invention any confidential information or trade secrets of any former employer (or current employers other than the Company), any person or entity for whom I provided services, or any other person or entity, unless I have obtained all consents, licenses, or other rights necessary to allow me to provide the Company with the assignments and licenses set forth herein. I represent and warrant that during my Service I shall not improperly use or disclose any confidential or trade secret information, if any, of any former employer or any other person or entity to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person or entity to whom I have an obligation of confidentiality unless expressly consented to in writing by that former employer, person, or entity.

10. No Conflicting Obligation.

I represent that my performance of all the terms of this Agreement and my Service does not and will not breach any agreement between me and any other employer, customer, person or entity. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict herewith.

11. Return of Company Property.

When my Service is completed, I will immediately deliver to the Company all drawings, notes, memoranda, specifications, devices, formulas, and documents (whether written, printed, or otherwise reproduced or recorded), together with all copies thereof, and any other material containing or

disclosing any Company Inventions, Third Party Information or Proprietary Information. I will also immediately deliver all Company property, including but not limited to laptops, pagers, cell phones, corporate credit cards, keys, and/or access cards. I further agree that all property situated on the Company's premises and owned, leased, or licensed by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by personnel of the Company at any time with or without notice.

12. Legal and Equitable Remedies.

Because my services are personal and unique and because I will have access to and become acquainted with Proprietary Information, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance, or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

13. Authorization to Notify New Employer.

I hereby authorize the Company to notify any new employer or entity for whom I currently provide services about my rights and obligations under this Agreement during the term hereof or following the termination of my Service.

14. Notices.

Any notices required or permitted hereunder shall be given to the appropriate party at the party's last known address. Such notice shall be deemed given upon personal delivery to the last known address or if sent by certified or registered mail, three days after the date of mailing.

15. General Provisions.

15.1 Governing Law. This Agreement will be governed by and construed according to the laws of the State of Texas without regard to conflicts of law principles.

15.2 Exclusive Forum. I HEREBY IRREVOCABLY AGREE THAT THE EXCLUSIVE FORUM FOR ANY SUIT, ACTION, OR OTHER PROCEEDING ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE IN THE STATE OR FEDERAL COURTS IN TEXAS, AND I AGREE TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF ANY COURT IN TRAVIS COUNTY, TEXAS AND WAIVE ANY DEFENSE THERETO.

15.3 Entire Agreement. This Agreement and the offer Letter Agreement signed concurrently herewith, supersedes and merges all prior discussions between us relating to the subject matter hereof. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

15.4 Severability.

(a) I acknowledge and agree that each agreement and covenant set forth herein constitutes a separate agreement independently supported by good and adequate consideration and that each such agreement shall be severable from the other provisions of this Agreement and shall survive this Agreement.

(b) I understand and agree that Sections 7 and 8 of this Agreement is to be enforced to the fullest extent permitted by law. Accordingly, if a court of competent jurisdiction

determines that the scope and/or operation of Sections 7 and 8 is too broad to be enforced as written, the Company and I intend that the court should reform such provision to such narrower scope and/or operation as it determines to be enforceable, provided, however, that such reformation applies only with respect to the operation of such provision in the particular jurisdiction with respect to which such determination was made. If, however, Sections 7 and 8 is held to be illegal, invalid, or unenforceable under present or future law, and not subject to reformation, then (i) such provision shall be fully severable, (ii) this Agreement shall be construed and enforced as if such provision was never a part of this Agreement, and (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance.

15.5 Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors and assigns. I expressly agree that the Company has the right to assign this Agreement.

15.6 Survival. The provisions of this Agreement shall survive the termination of my Service for any reason and the assignment of this Agreement by the Company to any successor in interest or other assignee.

15.7 At-Will Relationship. I agree and understand that my Service is at will, which means that either I or the Company may terminate the relationship at any time, with or without prior notice and with or without cause. I further agree and understand that nothing in this Agreement shall confer any right with respect to continuation of Service, nor shall it interfere in any way with my right or the Company's right to terminate my Service at any time, with or without cause.

15.8 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

15.9 Recovery of Attorney's Fees. In the event of any litigation arising from or relating to this Agreement, the prevailing party in such litigation proceedings shall be entitled to recover, from the non-prevailing party, the prevailing party's costs and reasonable attorney's fees, in addition to all other legal or equitable remedies to which it may otherwise be entitled.

15.10 Headings. The headings to each section or paragraph of this Agreement are provided for convenience of reference only and shall have no legal effect in the interpretation of the terms hereof.

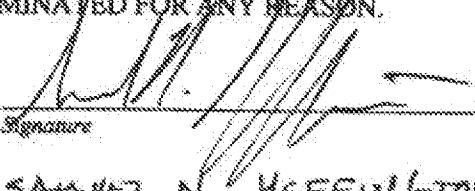
[Signature page follow]

I HAVE READ THIS PROPRIETARY INFORMATION AND INVENTIONS ASSIGNMENT AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

2005 This Agreement shall be effective as of the first day of my Service, namely Aug 23.

I UNDERSTAND THAT THIS AGREEMENT AFFECTS MY RIGHTS TO INVENTIONS I MAKE DURING MY SERVICE, RESTRICTS MY RIGHT TO DISCLOSE OR USE PROPRIETARY INFORMATION DURING OR SUBSEQUENT TO MY PERIOD OF SERVICE, AND PROHIBITS ME FROM SOLICITING EMPLOYEES AND CUSTOMERS OF THE COMPANY FOR ONE (1) YEAR AFTER MY SERVICE IS TERMINATED FOR ANY REASON.

Dated: 23 AUGUST, 2005

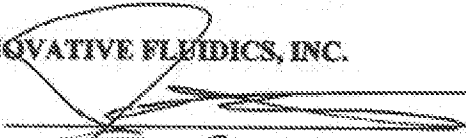

Signature

SAMUEL N. HEFFINGTON
Print Name

Address: 4700 N CAPITAL OF TEXAS HWY #622
AUSTIN, TX 78746

ACCEPTED AND AGREED TO:

INNOVATIVE FLUIDICS, INC.

By: 

Name: JIM BARTHOLOMEW

Title: PRESIDENT & CEO

SIGNATURE TO PROPRIETARY INFORMATION

PATENT

REEL: 033117 FRAME: 0440

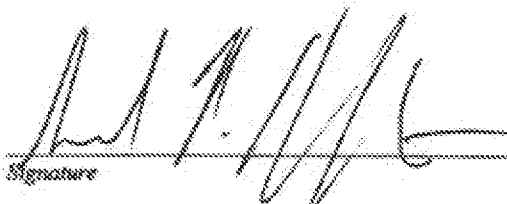
EXHIBIT A

Ladies and/or Gentlemen:

Pursuant to the Proprietary Information and Inventions Agreement (the "Agreement") by and between me and the Company, the following is a complete list of all Inventions (as such term is defined in the Agreement) that I desire to remove from the operation of the Agreement in accordance with Section 6 of the Agreement.

☒ I have no Inventions to disclose.

☐ I have Inventions which I have disclosed on the attached Invention Disclosure form(s).


Signature

23 AUGUST 2005
Date

INVENTION DISCLOSURE

Invention Disclosure # _____

Inventors: 1. _____
 2. _____
 3. _____

Title of Invention: _____

Problem solved by invention: _____

Invention Description: _____

Add additional signed, dated sheets and drawings if necessary.

Has this invention been disclosed outside of the Company? Yes _____ No _____

Inventor Signature: _____ Date: _____

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