# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3481614

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
DAVID LARSON	07/22/2014

### **RECEIVING PARTY DATA**

Name:	MILESCRAFT, INC.
Street Address:	1331 DAVIS ROAD
City:	ELGIN
State/Country:	ILLINOIS
Postal Code:	60123

### **PROPERTY NUMBERS Total: 1**

Property Type	Number
Application Number:	29506963

### **CORRESPONDENCE DATA**

**Fax Number:** (815)654-5770

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.

**Phone:** 815-633-5300

**Email:** rockmail@reinhartlaw.com

**Correspondent Name:** REINHART BOERNER VAN DEUREN P.C.

Address Line 1: 2215 PERRYGREEN WAY
Address Line 4: ROCKFORD, ILLINOIS 61107

ATTORNEY DOCKET NUMBER:	509732-DES	
NAME OF SUBMITTER:	JEREMY R. BRIDGE	
SIGNATURE:	/Jeremy R. Bridge/	
DATE SIGNED:	08/13/2015	

### **Total Attachments: 7**

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> PATENT REEL: 036318 FRAME: 0115

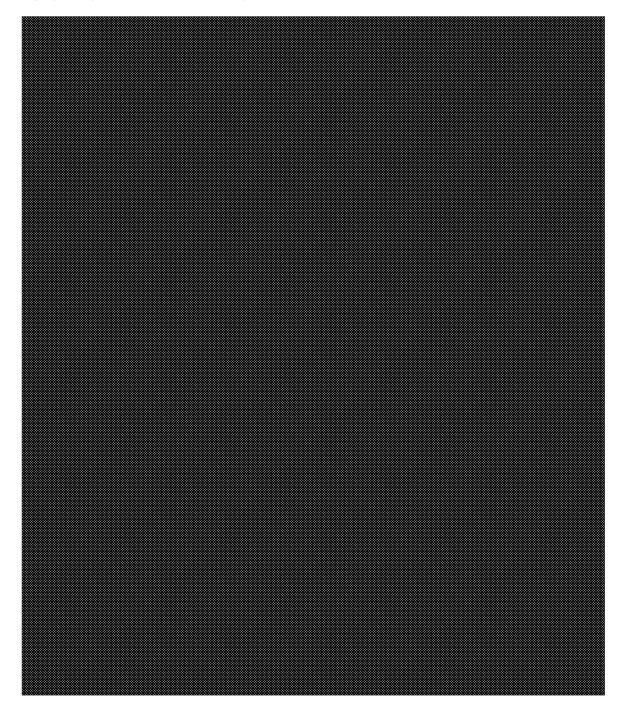
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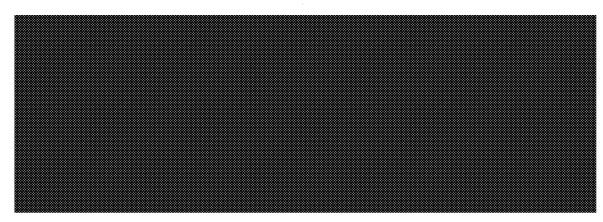
PATENT REEL: 036318 FRAME: 0116

## CONFIDENTIALITY AGREEMENT

Milescraft, Inc. ("Company") and David Larson ("Employee"), desiring to set forth their understandings regarding Employee's restrictions from using and disclosing the confidential or proprietary information of Company, agree as follows:



PATENT REEL: 036318 FRAME: 0117

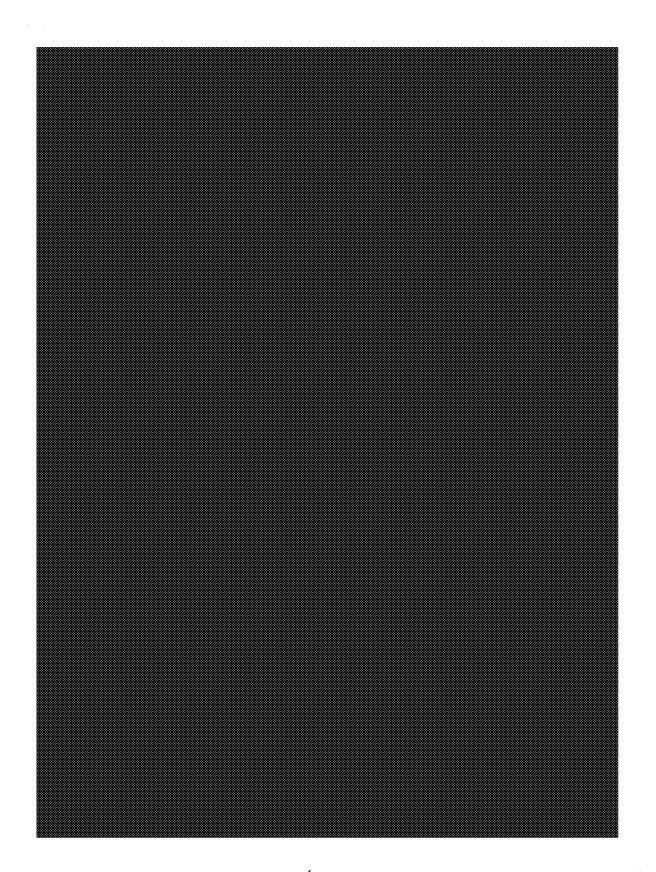


## 4. Intellectual Property.

Disclosure of Technology. For purposes of this Agreement, "Technology" means any ideas, concepts, designs, discoveries, developments, inventions, know-how, systems, methods, models, programs, data, materials, improvements, modifications, work product, tools, works of authorship, derivative works, compilations and information. Employee agrees to promptly disclose to Company, and will hold in trust for the sole right and benefit of Company, all Technology which has been or may be conceived, originated, developed, or reduced to practice, or caused to be conceived, originated, developed, or reduced to practice, by Employee, whether solely or jointly with others, and whether or not during regular working hours, during the term of Employee's employment with Company, which Technology relates to the actual business or demonstrably anticipated future business of Company, its parent, subsidiaries, and affiliates, or which results from any work performed by Employee for Company, or which are made at least in part with Company's equipment, supplies, facilities, or trade secret information, or is or was developed at least in part by Employee on Company's time (collectively referred to as "Employment Technology"). All Employment Technology shall be the sole property of Company, and Employee hereby assigns and agrees to assign to Company (or any entity designated by Company) all of Employee's rights, title and interest in and to Employment Technology.

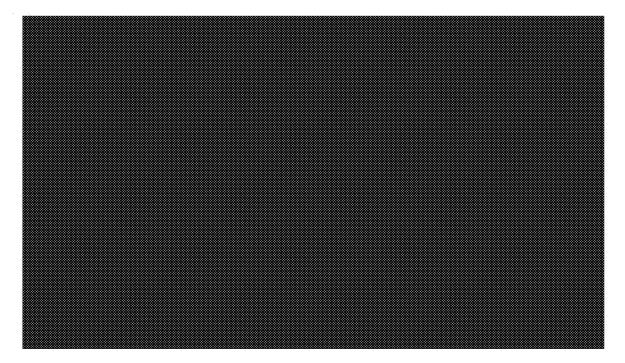
In the event that any Employment Technology shall be deemed by Company to be of a patentable nature, Employee, whether or not then employed by Company, shall assist Company or its nominee, to obtain, maintain, and enforce patents (including extensions, renewals, continuations, reissues, and reexaminations thereof) for said Employment Technology in the United States of America and in any and all foreign countries, and shall supply evidence, give testimony, sign and execute all papers, and do all other legal and proper things which Company or its nominees may deem necessary for obtaining, maintaining, renewing, and enforcing its patents for such Employment Technology and for vesting in Company or its nominee full title thereto, all at the expense of Company. To the extent any Employment Technology is copyrightable, each such Employment Technology is and shall be considered to be a "work for hire." With respect to Employment Technology, any statute covering the right or entitlement in or assignment of an invention, only to the extent in conflict with the provisions of this Agreement, shall be applicable and determinative of assignability, right or entitlement in such invention.

- Disclosure of Intellectual Property. For purposes of this Agreement, "Intellectual Property" means any patents, patent applications, copyrights, copyrightable works, registered designs, trademarks, trade secrets, and other related rights. Employee agrees to promptly disclose to Company, and will hold in trust for the sole right and benefit of Company, all Intellectual Property which has been or may be conceived, originated, developed, or reduced to practice, or caused to be conceived, originated, developed, or reduced to practice, by Employee, whether solely or jointly with others, and whether or not during regular working hours, during the term of Employee's employment with Company, which Intellectual Property relates to the actual business or demonstrably anticipated future business of Company, its parent, subsidiaries, and affiliates, or which results from any work performed by Employee for Company, or which are made at least in part with Company's equipment, supplies, facilities, or trade secret information, or is or was developed at least in part by Employee on Company's time (collectively referred to as "Employment Intellectual Property"). All Employment Intellectual Property shall be the sole property of Company, and Employee hereby assigns and agrees to assign to Company (or any entity designated by Company) all of Employee's rights, title and interest in and to Employment Intellectual Property. In the event that any Employment Intellectual Property shall be deemed by Company to be of a patentable nature, Employee, whether or not then employed by Company, shall assist Company or its nominee, to obtain, maintain, and enforce patents (including extensions, renewals, continuations, reissues, and reexaminations thereof) for said Employment Intellectual Property in the United States of America and in any and all foreign countries, and shall supply evidence, give testimony, sign and execute all papers, and do all other legal and proper things which Company or its nominces may deem necessary for obtaining, maintaining, renewing, and enforcing its patents for such Employment Intellectual Property and for vesting in Company or its nominee full title thereto, all at the expense of Company. To the extent any Employment Intellectual Property is copyrightable, each such associated copyright is and shall be considered to be a "work for hire." With respect to Employment Intellectual Property, any statute covering the right or entitlement in or assignment of an invention, only to the extent in conflict with the provisions of this Agreement, shall be applicable and determinative of assignability, right or entitlement in such invention.
- 5. Enforcement of Paragraph 4. In the event Company is unable for any reason whatsoever to secure the signature of Employee to any lawful and necessary documents required, including those necessary for the assignment of, application for, or prosecution of any United States or foreign application for letters patent or copyright which is Employment Intellectual Property, Employee hereby irrevocably designates and appoints Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the assignment, prosecution, and issuance of letters patent or registration of copyright thereon with the same legal force and effect as if executed by Employee. Employee hereby waives and quit claims to Company any and all claims, of any nature whatsoever, which Employee may now have or may hereafter have for infringement of any Intellectual Property resulting from any such application.



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- (f) Employee acknowledges and agrees that Employee has carefully read this Agreement, understands its contents, has been given the opportunity to ask any questions concerning the Agreement and its contents, and has signed this Agreement as Employee's free and voluntary act. Employee acknowledges and agrees that Employee has been provided with, has read, and understands the Notice attached hereto in Appendix A and incorporated herein. Employee agrees to execute the Notice attached hereto in Appendix A acknowledging that Employee has received a copy of the Notice.
- (g) This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Illinois, without regard to choice of law principles. Any controversy between Company and Employee arising under or relating to this Agreement shall be determined by the Circuit Court of Kane County, Illinois, and the parties agree not to present any such controversy to any other court or forum. The parties expressly consent to the exclusive jurisdiction of the Circuit Court of Kane County, Illinois.
- (h) This Agreement may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective upon execution of the Agreement by Employee. Signatures to this Agreement transmitted by facsimile, by electronic mail in portable document format (.pdf) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.
- (i) Only as to any portion(s) of any prior agreement(s) which concern(s) the specific subject matter contained in this Agreement, this Agreement supersedes any prior agreement concerning similar subject matter dated prior to the date of this Agreement, and by execution of this Agreement both parties agree that any such predecessor agreement shall be deemed null and void. Unless contained herein, no representation, promise or agreement

concerning the specific subject matter contained in this Agreement shall be binding on Company. This Agreement may not be modified orally or by conduct. Any modification of this Agreement must be in a writing that refers to this Agreement and is signed by both parties.

(j) Employee acknowledges that if Employee breaches this Agreement, then, to the extent permitted by law, Employee will be liable to Company for the costs incurred in enforcing its rights under this Agreement, including Company's reasonable attorneys' fees.

Milescraft, Inc.

7-22-2014

Date

By: March Jonata

NOTICE: DO NOT SIGN BELOW IF YOU DO NOT UNDERSTAND THIS AGREEMENT. BY SIGNING BELOW, YOU ARE ACKNOWLEDGING THAT YOU UNDERSTAND AND ACCEPT THIS AGREEMENT.

Date

Date

David Larson

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#### APPENDIX A

NOTICE

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### 765 ILCS 1060

We are required, under 765 ILCS 1060, to provide each employee who enters into an agreement containing a provision requiring the employee to assign any of the employee's rights in any invention to the employer to provide a written notification to the employee of the following:

The agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

Please acknowledge that you have received a copy of this Notice by signing below.

Signature

David Lagran

Printed Name

7-23-20/0/