

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MR. GARY EVAN MILLER	12/21/2015
MR. OTIS JAMES JOHNSTON	04/11/2012
RECEIVING PARTY DATA	
Name:	M2 OPTICS, INC.
Street Address:	100 PARKSOUTH LANE
City:	HOLLY SPRINGS
State/Country:	NORTH CAROLINA
Postal Code:	27540
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14205368
CORRESPONDENCE DATA	
Fax Number:	
<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:	951-674-2598
Email:	doug.pinnow@ca.rr.com
Correspondent Name:	DOUGLAS A. PINNOW
Address Line 1:	7 VIA DEL LAGO
Address Line 4:	LAKE ELSINORE, CALIFORNIA 92532
NAME OF SUBMITTER:	DOUGLAS A. PINNOW
SIGNATURE:	/Douglas A. Pinnow, Reg.#70814/
DATE SIGNED:	01/15/2016
Total Attachments: 7	
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ASSIGNMENT OF RIGHTS: PATENT APPLICATION

Gary Evan Miller ("Assignor") is owner of **AN APPARATUS FOR SELECTIVE FIBER OPTICAL CHANNEL MONITORING AND CHANNEL REPLICATION OF WAVELENGTH DIVISION MULTIPLEXED (WDM) SIGNALS**, as described in the U.S. Patent Application signed by Assignor on February 25, 2014, U.S. Patent and Trademark office Serial Number: 14/205,368, filed March 12, 2014, (the "Patent Application").

M2 Optics, Inc. ("Assignee") desires to acquire all rights in and to the Patent Application and the patent (and any reissues or extensions) that may be granted.

Therefore, for valuable consideration, the receipt of which is acknowledged, Assignor assigns to Assignee 100% of his right, title, and interest in the invention and Patent Application (as well as such rights in any divisions, continuations in whole or part or substitute applications) to Assignee for the entire term of the issued Patent and any reissues or extensions that may be granted and for the entire terms of any and all foreign patents that may issue from foreign applications (as well as divisions, continuations in whole or part or substitute applications) filed claiming the benefit of the Patent Application.

Assignor authorizes the United States Patent and Trademark Office to issue any Patents resulting from the Patent Application to Assignee according to the percentage interest indicated in this assignment. The right, title and interest is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignor further agrees to: (a) cooperate with Assignee in the prosecution of the Application and foreign counterparts; (b) execute, verify, acknowledge and deliver all such further papers, including patent applications and instruments of transfer; and (c) perform such other acts as Assignee lawfully may request to obtain or maintain the Patent for the invention in any and all countries.

Date: 12/21/15 Gary E Miller
Assignor

[to be completed by notary public]

On this 21 day of Dec, before me, Pauline Purvis, the undersigned Notary Public, personally appeared Gary E Miller ASSIGNOR, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same. WITNESS my hand and official seal in Wake County of NC on the date set forth in this certificate.

Pauline Purvis
Notary Public



M2 OPTICS, INC. Employment Agreement

This Employment Agreement is between M2 OPTICS, INC. (hereinafter referred to as the "Company" or "M2") and OTIS J. JOHNSTON (hereinafter "Employee").

For good consideration, the Company employs the Employee on the following terms and conditions:

- 1 **Term of Employment:** Subject to the provisions for termination set forth below, this agreement will begin on March 15, 2012, unless sooner terminated. This Agreement shall be executed prior to Employee beginning his or her employment for the Company and Employee agrees that he or she has read and understood each of the terms and provisions required herein, has had an opportunity to discuss and negotiate these terms with the Company and to seek advice from his or her independent advisors and counsel prior to entering into this Agreement.
- 2 **Salary, Bonuses, Benefits:** The Company shall provide to Employee certain compensation for his or her services in accordance with the attached Compensation Addendum. The Compensation Addendum shall detail, in full, all compensation and benefits to be paid to Employee and which is incorporated herein by reference.
- 3 **Duties and Position:** The Company hires the Employee in the capacity of **General Manager of Optical Switching and Monitoring Solutions**. It is understood and agreed that Employee's position with the Company is one of special confidence and trust as Employee shall have direct access to much, if not all of Company's intellectual property, business plans and strategies, financial information, accounts, clients, and business relationships. As such, Employee further understands and agrees that Employee shall have a fiduciary relationship with Company, and as such shall be bound, as a fiduciary of the Company, to act in good faith and due regard to the interests of the Company in its role as General Manager.

The Employee's duties, which may be reasonably modified at the Company's direction from time to time, and which may further be delineated in the Compensation Addendum are anticipated to include the following:

- (a) Compliance with all directions and policies of the Company and its management.
- (b) Performance of any and all duties necessary to the operation of the Company as may be specifically designated by the management of the Company.
- (c) Communicating with clients and prospective clients in a timely and courteous manner.

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- (d) Those other duties and responsibilities listed in the Compensation Addendum attached hereto.
- 4 **Employee to Devote Full Time to Company:** The Employee will work full time, no less than forty (40) hours per week, and during this time shall dedicate his or her full, undivided attention, and energies to the business of the Company. During the course of his or her employment with Company, Employee will not engage in any activity that would be a conflict of interest or competitive with the business of the Company. Employee is not prohibited from making personal investments in any other businesses, securities or property, or entering into consulting agreements with other companies provided that the consulting provided to third parties does not involve work on goods, products or services which are offered by Company, there are no conflicts of interest, and Employee maintains a forty (40) hour workweek and performs his or her duties for the Company.
- 5 **Confidentiality of Proprietary Information:** See attached Employee Non-Disclosure and Non-Contravention Agreement, which is incorporated herein by reference.
- 6 **Reimbursement of Expenses:** The Employee may incur reasonable expenses for furthering the Company's business, including expenses for travel, supplies and materials and similar items. The Company shall reimburse Employee for certain business expenses after the Employee presents an itemized account of expenditures, in accordance with then applicable Company policies or directives regarding such expenses and subject to certain monetary limits set by the Company and its management and as may otherwise specifically delineated in the Compensation Addendum.
- 7 **Termination of Agreement:** Without cause, the Company may terminate this agreement at any time upon thirty (30) days' written notice to the Employee, except, however, no notice shall be required to be given by Company to Employee in the event of the occurrence of any of the following:
- (a) Upon the death of Employee. In such event, the Company shall pay to the estate of Employee the Compensation which otherwise would be payable to such Employee. In the event that such compensation is related to commissions earned by Employee, such commissions shall only be paid upon receipt of all service fees regarding the loss for which the commission is due, less any advance draws taken by Employee prior to Employee's death.
 - (b) The imposition of any restrictions or limitations by any governmental authority having jurisdiction over Employee to such an extent that he or she cannot continue to perform the duties for which he or she was employed.

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- (c) Employee fails or refuses to faithfully and diligently perform the duties of his or her position, has provided materially false or misleading information to the Company in connection with his employment or any of the duties/responsibilities of Employee, or otherwise breaches or fails to fulfill the obligations of Employee as set forth in this Employment Agreement.
- (d) Employee fails or refuses to comply with the policies, standards, directions, and regulations of the Company or its management, which from time to time may be established.
- (e) Employee engages in conduct or other behavior deemed by Company, in its sole discretion, to be unprofessional, unethical, dishonest, disruptive, or otherwise damaging to the ongoing business or reputation of the Company.

Nothing in this agreement shall be interpreted or construed to mean that Employee shall be anything other than an "At-Will Employee." Notwithstanding anything herein to the contrary, Employee may terminate this agreement only upon fourteen (14) days written notice to Company. If the Company requests, the Employee will continue to perform his or her duties and be paid his or her regular compensation up to the date of termination.

- 8 **Assignment of Intellectual Property:** If at any time or times during his employment, the Employee shall (either alone or with others) make, conceive, create, discover, invent or reduce to practice any invention, modification, discovery, design, development, improvement, process, software program, work of authorship, documentation, formula, data, technique, know-how, trade secret or intellectual property right whatsoever or any interest therein (whether or not patentable or registrable under copyright, trademark or similar statutes or subject to analogous protection) (herein called "Developments") that (i) relates to the business of the Company or any customer of or supplier to the Company in connection with such customer's or supplier's activities with the Company or any of the products or services being developed, manufactured or sold by the Company or which may be used in relation therewith, (ii) results from tasks assigned to the Employee by the Company or (iii) results from the use of premises or personal property (whether tangible or intangible) owned, leased or contracted for by the Company, such Developments and the benefits thereof are and shall immediately become the sole and absolute property of the Company and its assigns, as works made for hire or otherwise, and the Employee shall promptly disclose to the Company (or any persons designated by it) each such Development and, as may be necessary to ensure the Company's ownership of such Developments, the Employee hereby assigns any rights, title and interest (including, but not limited to, any copyrights and trademarks) in and to the Developments and benefits and/or rights resulting therefrom to the Company and its assigns without further compensation and shall communicate, without cost or delay, and without disclosing to others the same, all available information relating thereto (with all necessary plans and models) to the Company.

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The Employee will, during his employment and at any time thereafter, at the request and cost of the Company, promptly sign, execute, make and do all such deeds, documents, acts and things as the Company and its duly authorized agents may reasonably require: (i) to apply for, obtain, register and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights, trademarks or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and (ii) to defend any judicial, opposition or other proceedings in respect of such applications and any judicial, opposition or other proceedings or petitions or applications for revocation of such letters patent, copyright, trademark or other analogous protection.

- 9 **Drug Free Workplace and Substance Abuse Policy:** Employee has received and executed the attached Drug Free Workplace and Substance Abuse Policy attached hereto, which shall be incorporated herein by reference, and Employee agrees to abide by the terms and conditions therein.
- 10 **Assistance in Litigation:** Employee shall upon reasonable notice, furnish such information and proper assistance to the company as it may reasonably require in connection with any litigation in which it is, or may become, a party either during or after employment.
- 11 **Effect of Prior Agreements:** This agreement supersedes any prior written or oral agreement between the Company or any predecessor of the Company and the Employee.
- 12 **Settlement by Arbitration:**

Except with respect to a breach or threatened breach of the covenants contained in the Employee Non-Disclosure Agreement and Non-Contravention Agreement (In such event the Company shall be entitled to file civil action(s), obtain an injunction restraining Employee from such act or threatened act, or seek arbitration, in addition to monetary damages and any other remedies the Company may seek). any dispute or controversy between the parties hereto which cannot be settled promptly by negotiation shall be resolved by arbitration as follows:

 - a. The party which desires to commence an arbitration proceeding shall so notify the other party in writing no less than fifteen (15) days prior to initiating any arbitration proceedings. Such notice shall specify in reasonable detail the nature of the dispute and the relief demanded, and shall provide the basis for commencement of arbitration.
 - b. The dispute shall be submitted to the American Arbitration Association (the "Association") in Raleigh, North Carolina. The parties shall have thirty (30) days from the date of any request of the parties to arbitrate to mutually

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agree upon a qualified and neutral arbitrator. If no agreement can be reached by the parties by this time, then the parties shall each select one arbitrator and the two of them shall mutually select a neutral third arbitrator who alone will decide the matter. Following the selection of the arbitrator, binding arbitration shall be held within thirty (30) days, subject only to the availability of the arbitrator selected.

- c. The arbitrator shall be required to apply the contractual provisions hereof in deciding any matter submitted to them and shall not have any authority, by reason of this Agreement or otherwise, to render a decision that is contrary to the mutual intent of the parties as set forth in this Agreement, regardless of any rules, common law, or conventions regarding potential ambiguities herein and which party may have drafted this agreement. The Commercial Arbitration Rules of the Association shall apply.
 - d. The award rendered by the Association shall be final and binding upon the parties concerning the subject matter of the dispute, and judgment upon such decision may be entered in any court of competent jurisdiction. The prevailing party shall be entitled to recover from the other party as part of any award of damages, reimbursement for all costs of the Arbitration, including any amounts due to American Arbitration Association and the Arbitrator, all attorney fees, and all other related costs.
- 13 **Limited Effect of Waiver by Company:** Should Company waive breach of any provision of this agreement by the Employee, that waiver will not operate or be construed as a waiver of further breach by the Employee.
 - 14 **Assumption of Agreement by Company's Successors and Assignees:** The Company's rights and benefits under this agreement will inure to the benefit of Company's successors and assignees.
 - 15 **Oral Modifications Not Binding:** This instrument is the entire agreement of the Company and the Employee. Oral statements by Company and Employee shall not modify or amend the terms of this agreement. It may be altered or amended only by a written agreement signed by each of the parties hereto.
 - 16 **Enforcement and Parties Intent:** This agreement shall be governed by and construed in accordance with the laws of the state of North Carolina. The parties hereto intend all provisions of this Agreement to be enforced to the fullest extent permitted by law. Accordingly, should a court of competent jurisdiction determine that the scope of any provision is too broad to be enforced as written, the parties intend that the court should reform the provision to such narrower scope as it determines to be enforceable in accordance with the clear intent of this Agreement. If, however, any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal,

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invalid, or unenforceable provision were never a part hereof; and 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, except to the extent such remaining provisions constitute obligations of another party to this Agreement corresponding to the unenforceable provision. Nothing in this Agreement shall not be construed to make the Employee's employment by the Company other than terminable at will. The Employee further agrees that this agreement shall extend to any future promotion or position which the Employee shall attain during the course of his or her employment with the Company. This Agreement is being entered into among competent and experienced businesspersons, each provided with the opportunity to be represented by counsel of their choice. Each party hereto certifies that it has fully reviewed this Agreement and has had a meaningful voice in determining the language for this Agreement. Therefore, the language in this Agreement shall not be construed against either particular party as the drafter of such language.

Executed this 11 day of April, 2012.

COMPANY:
M2 OPTICS, INC.

By: 
Gary E. Miller, President

EMPLOYEE:

 (SEAL)
Otis J. Johnston

Notice Address:

Otis J. Johnston
1117 Paine Court,
Raleigh, NC 27609