

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3709481

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	EMPLOYEE AGREEMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SAM SCHROIT	03/22/2010
RECEIVING PARTY DATA		
Name:	FORO ENERGY, INC.	
Street Address:	5506 CLARA ROAD	
City:	HOUSTON	
State/Country:	TEXAS	
Postal Code:	77041	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	13782869	
CORRESPONDENCE DATA		
Fax Number:	(312)577-1370	
<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:	312-577-1242	
Email:	ipdocketing@steptoe.com,gbelvis@steptoe.com,smccrainey@steptoe.com	
Correspondent Name:	GLEN P. BELVIS, STEPTOE & JOHNSON LLP	
Address Line 1:	1330 CONNECTICUT AVENUE NW	
Address Line 4:	WASHINGTON, D.C. 20036	
ATTORNEY DOCKET NUMBER:	19658.0044-(S23A-1)	
NAME OF SUBMITTER:	GLEN P. BELVIS	
SIGNATURE:	/Glen P. Belvis/	
DATE SIGNED:	01/25/2016	
Total Attachments: 8		
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FORO ENERGY, INC.

**EMPLOYEE INVENTION, NON-COMPETITION, NON-DISCLOSURE, AND
NON-SOLICITATION AGREEMENT**

This Employee Invention, Non-Competition, Non-Disclosure and Non-Solicitation Agreement (hereinafter referred to as the "***Agreement***") is dated as of March 16, 2010 (hereinafter referred to as the "***Effective Date***") and is between: Foro Energy, Inc. a Delaware corporation (hereinafter the "***Company***"), having a place of business at 8020 Southpark Circle, Suite 500, Littleton, CO 80120, and Sam Schroit an individual residing in the state of Colorado (hereinafter referred to in the first person as "I," "me" or "my").

In consideration for my employment by the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I hereby agree as follows:

1. **Inventions and Patents.**

(a) I will promptly and fully disclose to the Company any and all inventions, discoveries, trade secrets and improvements, whether or not patentable and whether or not they are made, conceived or reduced to practice during working hours or using the Company's data or facilities, which I develop, make, conceive or reduce to practice during my employment by the Company, either solely or jointly with others (collectively, the "***Developments***"). All Developments shall be the sole property of the Company, and I hereby assign to the Company, without further compensation, all my right, title and interest in and to the Developments and any and all related patents, patent applications, copyrights, copyright applications, trademarks, trademark applications and trade names in the United States and elsewhere. Notwithstanding the foregoing, Developments shall not include any inventions, discoveries, trade secrets or improvements that (i) are not made, conceived or reduced to practice during working hours; (ii) are not made, conceived or reduced to practice using the Company's information, data or facilities; and (iii) do not relate to the present business of the Company, any business that is competitive therewith, or any future business in which the Company engages.

(b) I will keep and maintain adequate and current written records of all Developments (in the form of notes, sketches, drawings and such other records as may be specified by the Company), which records shall be available to and remain the sole property of the Company at all times.

(c) I will assist the Company in obtaining and enforcing patent, copyright and other forms of legal protection for the Developments in any country. Upon request, I will sign all applications, assignments, instruments and papers and perform all acts necessary or desired by the Company to assign all such Developments fully and completely to the Company and to enable the Company, its successors, assigns and nominees, to secure and enjoy the full and exclusive benefits and advantages thereof. I understand that my obligations under this Paragraph 1 will continue after the termination of my employment with the Company and that during my employment I will perform such obligations without further compensation, except for reimbursement of expenses incurred at the request of the Company. I further understand that if I am requested to perform any obligations under this Paragraph 1 after my employment with the Company terminates, I shall receive for such performance a reasonable per diem fee, as well as reimbursement of any expenses incurred at the request of the Company.

(d) In addition to my agreements set forth in subparagraph 1(c), I hereby constitute and appoint the Company, its successors and assigns, my true and lawful attorney, with full power of substitution for

me, and in my name, place and stead or otherwise, but on behalf of and for the benefit of the Company, its successors and assigns, to take all actions and execute all documents on behalf of me necessary to effect the assignment set forth in subparagraph 1(a), and from time to time to institute and prosecute in my name or otherwise, but at the direction and expense and for the benefit of the Company and its successors and assigns, any and all proceedings at law, in equity or otherwise, which the Company, its successors or assigns may deem proper in order to collect, assert or enforce any claim, right or title of any kind in and to the Developments and to defend and compromise any and all actions, suits and proceedings in respect of any of the Developments and to do any and all such acts and things in relation thereto as the Company, its successors or assigns shall deem advisable, and I hereby declare that the appointment hereby made and the powers hereby granted are coupled with an interest and are and shall be irrevocable by me in any manner or for any reason.

(e) In order to avoid disputes over the application of this assignment to prior inventions or copyrightable materials, I have listed on Schedule A to this Agreement descriptions of patentable inventions and copyrightable materials that I have developed and/or reduced to practice prior to my employment with the Company and that I believe are, accordingly, excepted from the provisions of this Paragraph 1.

2. Proprietary Information.

(a) I recognize that my relationship with the Company is one of high trust and confidence by reason of my access to and contact with the trade secrets and confidential and proprietary information of the Company and of others through the Company. I will not at any time, either during my employment with the Company or thereafter, disclose to others, or use for my own benefit or the benefit of others, any of the Developments or any confidential, proprietary or secret information owned, possessed or used by the Company (collectively, "*Proprietary Information*"). Such property shall not be erased, discarded or destroyed without specific instructions from the Company to do so. By way of illustration, but not limitation, Proprietary Information includes trade secrets, processes, data, know-how, marketing plans, forecasts, financial statements, budgets, licenses, prices, costs and employee, customer and supplier lists. I understand that the Company from time to time has in its possession information which is claimed by others to be proprietary and which the Company has agreed to keep confidential. I agree that all such information shall be Proprietary Information for purposes of this Agreement.

(b) My undertaking and obligations under this Paragraph 2 will not apply, however, to any Proprietary Information which: (i) is or becomes generally known to the public through no action on my part; (ii) is generally disclosed to third parties by the Company without restriction on such third parties; (iii) is approved for release by written authorization of the Board of Directors of the Company; or (iv) is required to be disclosed pursuant to subpoena, order of judicial or administrative authority, or in connection with judicial proceedings to which the Company or I am a party, provided that I shall have given the Company written notice of such disclosure as soon as possible and to the extent possible at least 14 days prior to such disclosure in order to provide the Company with an opportunity to oppose and/or object to such disclosure and any such disclosure is subject to all applicable governmental and judicial protection available for like material.

(c) Upon termination of my employment with the Company or at any other time upon request, I will promptly deliver to the Company all copies of computer programs, specifications, drawings, blueprints, data storage devices, notes, memoranda, notebooks, drawings, records, reports, files and other documents (and all copies or reproductions of such materials) in my possession or under my control,

whether prepared by me or others, in whatever form on whatever tangible medium, which contain Proprietary Information. I acknowledge that this material is the sole property of the Company.

(d) If requested to do so by the Company, I agree to sign a termination certificate in which I confirm that I have complied with the requirements of the preceding paragraph and that I am aware that certain restrictions imposed upon me by this Agreement continue after termination of my employment. I understand, however, that my rights and obligations under this Agreement will continue even if I do not sign a termination certificate.

3. Absence of Restrictions Upon Disclosure and Competition.

(a) I hereby represent that, except as I have disclosed in writing to the Company, and included in Schedule B to this Agreement, I am not bound by the terms of any agreement with any previous employer or other party to refrain from using or disclosing any trade secret or confidential or proprietary information in the course of my employment with the Company or to refrain from competing, directly or indirectly, with the business of such previous employer or any other party.

(b) I further represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by me in confidence or in trust prior to my employment with the Company, and I will not disclose to the Company or induce the Company to use any confidential information or material belonging to any previous employer or others.

4. Non-Competition.

In the event of termination of my engagement with the Company for any reason, I agree that, for a period of one year following such termination, I will not:

(a) Solicit customers of the Company (including customers where the Company's products or services are sold through distributors, resellers, licensees and the like) for any business which is similar to or competitive with business of the Company as then being conducted (the "**Business**").

(b) In addition, during the term of my engagement with the Company and during the one-year period thereafter, I will not directly or indirectly own, manage, operate, control, finance or otherwise be interested or participate in the ownership, management, operation or control of, or be employed by, consult or be a joint venturer with, render services to or be otherwise connected in any manner with, any business or activity which is competitive with the Business, in any part of the world in which the Company is conducting the Business, unless I obtain the prior written authorization of the Company; provided, however, that nothing herein contained shall be deemed to prohibit my ownership of not more than 1% of the publicly traded securities of any such entity. I acknowledge that this non-competition restriction is reasonable and necessary for the Company to protect its interests, and I agree that the restriction is reasonable in scope and time limit to protect those interests.

5. Non-Solicitation.

(a) I shall not recruit or otherwise solicit or induce any employees of the Company, to terminate their employment with, or otherwise cease their relationships with, the Company or any of its subsidiaries during my employment with the Company and for a period of 12 full months thereafter. In addition, I

shall not recruit or otherwise solicit any person who was an employee of the Company during any time within six months prior to the end of my employment with the Company.

6. Other Obligations.

I acknowledge that the Company from time to time may have agreements with others which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions which are made known to me and to take all action necessary to discharge the obligations of the Company under such agreements.

7. Miscellaneous.

(a) The partial or complete invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. If any one or more provisions of this Agreement shall for any reason be held to be excessively broad as to time, duration, geographical scope, activity or subject, it shall be construed, by limiting and reducing it, so as to be enforceable to the extent possible under the applicable law as it shall then exist.

(b) This Agreement supersedes all prior agreements, written or oral, between me and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by me and the Company. This Agreement does not constitute an employment agreement, and no changes in my compensation, title or duties or any other terms or conditions of my employment, including, without limitation, the termination of my employment, shall affect the provisions of this Agreement except as stated herein.

(c) As used herein, the term "Company" shall include Foro Energy, Inc. and any of its predecessors, subsidiaries, subdivisions or affiliates. The Company shall have the right to assign this Agreement to its successors and assigns and all covenants and agreements hereunder shall inure to the benefit of and be enforceable by said successors or assigns. I agree not to assign any of my obligations under this Agreement. This Agreement will be binding upon my heirs, executors and administrators.

(d) No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(e) I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ I may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

(f) This Agreement shall be deemed to be a sealed instrument and shall be governed by and construed in accordance with the laws of the State of Delaware other than those relating to choice of law. I hereby expressly consent to the jurisdiction of the courts of the state where the Company has its principal place of business in the United States (at the time any claim is filed) to adjudicate any dispute arising under this Agreement.

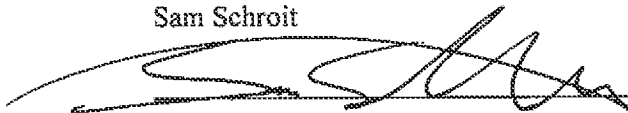
(g) I recognize that irreparable damages would be caused to the Company, and that monetary damages would not compensate the Company for its loss, should I breach the terms of this Agreement.

Accordingly, in addition to all other remedies available to the Company at law or in equity, upon a showing by the Company that I have violated or am about to violate the terms of this Agreement, I hereby consent to the entry by a court of competent jurisdiction of an injunction or declaratory judgment enforcing the terms of this Agreement, including without limitation preventing disclosure or further disclosure by me of Proprietary Information.

[Signature Page Follows]

I HAVE READ ALL OF THE PROVISIONS OF THIS AGREEMENT AND I UNDERSTAND, AND
AGREE TO, EACH OF SUCH PROVISIONS EFFECTIVE AS OF THE DATE FIRST WRITTEN
ABOVE.

Sam Schroit



Date: 3/22/10

Accepted and agreed to:

Foro Energy, Inc.

By:

Name: Joel Moxley

Title: President

Date: 3/22/2010

Schedule A

Prior Inventions, Copyrights, Confidentiality Obligations, etc.

Schedule B

Confidentiality and/or Noncompetition Agreements with Third Parties