# 503706048 02/23/2016 PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT3752689

SUBMISSION TYPE:		NEW ASSIGNMENT				
NATURE OF CONVEYANCE:		EMPLOYMENT AGREEMENT				
CONVEYING PARTY	ΔΤΔ					
			Name Execution Dat			
JOSEPH W. LOMICKA					12/21/2012	
RECEIVING PARTY D	ΑΤΑ					
Name:	HTI TE	HTI TECHNOLOGIES AND INDUSTRIES, INC.				
Street Address:	315 TE	315 TECH PARK DRIVE				
Internal Address:	SUITE	SUITE 100				
City:	LAVEF	LAVERGNE				
State/Country:	TENNE	TENNESSEE				
Postal Code:	37086	37086				
	I				J	
PROPERTY NUMBER	S Total: 1					
Property Type		Number	]			
Application Number:	Application Number: 1417		3704	1		
CORRESPONDENCE Fax Number:	DATA	(330)	434-8888			
Correspondence will		o the e	e-mail address first; if that is uns			
-	f provideo		hat is unsuccessful, it will be ser	nt via US	Mail.	
		134-9999 @etblaw.com				
			RSON, THOMSON & BENNETT, LLC			
-			AKRON-PENINSULA ROAD			
Address Line 4: AKR			ON, OHIO 44313			
ATTORNEY DOCKET N	UMBER:		41929.50004			
NAME OF SUBMITTER:			PETER DETORRE			
SIGNATURE:			/Peter Detorre/			
DATE SIGNED:			02/23/2016			
Total Attachments: 18			1			
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### **EMPLOYMENT AGREEMENT**

THIS EMPLOYMENT AGREEMENT (the "Agreement") is made and entered into effective as of December 21, 2012 by and between HTI Technologies and Industries, Inc. (the "Company"), a Delaware corporation and a wholly-owned subsidiary of HTI Technologies Holding Corp. ("Parent"), and Joseph Lomicka (the "Executive"). Certain capitalized terms used in this Agreement are defined in Section 12.



**RECITALS:** 

E. The Company desires to employ the Executive following the Closing Date and the Executive desires to be so employed, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### Section 1. Employment.

The Company shall employ the Executive, and the Executive accepts employment with the Company, upon the terms and conditions set forth in this Agreement for the period beginning on the Closing Date and ending as provided in <u>Section 4</u> (the "<u>Employment Period</u>").





Section 4. Term and Termination.

(a) General. The Employment Period shall commence on the Closing Date and shall end on the third  $(3^{rd})$  anniversary of the Closing Date, and shall be extended annually thereafter for one (1) year terms, unless and until either party provides ninety (90) days' advance written notice prior to the end of the then-current Employment Period that such party declines to so extend the Employment Period; provided, however, that the Employment Period shall terminate prior to the end of such period (or extension of such period) upon the occurrence of any of the events set forth in clauses (b), (c) or (d) below.

(b) Termination by the Company for Cause; Resignation by the Executive without Good Reason. The Employment Period may be terminated by the Company at any time for Cause (as defined below), or by the Executive's resignation without Good Reason (as defined below). It is understood that if the Executive elects to resign from employment without Good Reason, then the Executive will provide the Company with sixty (60) days' advance written

notice; <u>provided</u> that the Company shall not have the right to terminate the Executive's employment after the Executive provides such notice except for death, disability or Cause.

(c) Termination by the Company Without Cause; Resignation by the Executive for Good Reason. The Employment Period may be terminated by the Company at any time without Cause. The Employment Period may be terminated by the Executive at any time for Good Reason.

(d) Termination due to Death or Disability. The Employment Period may be terminated upon the Executive's death or Disability (as defined below).







Section 7. Inventions and Patents.

The Executive agrees that all inventions, innovations, improvements, technical information, systems, software developments, methods, designs, analyses, drawings, reports, service marks, trademarks, trade names, logos and all similar or related information (whether patentable or unpatentable) which relate to the actual or anticipated business, research and development of the Company or any of its Affiliates or their respective existing or future products or services and which are conceived, developed or made by the Executive (whether or not during usual business hours or on the premises of the Company or any Affiliate and whether or not alone or in conjunction with any other person) while employed by the Company or any Affiliate (including those conceived, developed or made prior to the date of this Agreement) together with all patent applications, letters patent, trademark, tradename and service mark applications or registrations, copyrights and reissues thereof that may be granted for or upon any

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of the foregoing (collectively referred to herein as the "Work Product"), belong in all instances to the Company or such Affiliate. The Executive shall promptly disclose such Work Product to the Board and perform all actions reasonably requested by the Board (whether during or after the Employment Period) to establish and confirm the ownership by the Company or its Affiliate of such Work Product (including, without limitation, the execution and delivery of assignments, consents, powers of attorney and other instruments) and to provide reasonable assistance to the Company or any of its Affiliates in connection with the prosecution of any applications for patents, trademarks, trade names, service marks or reissues thereof or in the prosecution or defense of interferences relating to any Work Product. If the Company is unable, after reasonable effort, to secure the signature of the Executive on any such papers, any executive officer of the Company shall be entitled to execute any such papers as the agent and the attorney-in-fact of the Executive, and the Executive hereby irrevocably designates and appoints each executive officer of the Company as his or her agent and attorney-in-fact to execute any such papers on his or her behalf, and to take any and all actions as the Company may deem necessary or desirable in order to protect its rights and interests in any Work Product, under the conditions described in this sentence.



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

HTI TECHNOLOGY AND INDUSTRIES, INC.

By:

Name: Michael W. Rubel Title: President & Secretary

EXECUTIVE:

Name: Joseph Lomicka Address: 90 Beasley Drive, Lexington, TN 38351

[Signature Page to Lomicka Employment Agreement]

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

# HTI TECHNOLOGY AND INDUSTRIES, INC.

By: Name: Michael W. Rubel Title: President & Secretary

EXECUTIVE:

Name: Joseph Lomicka

Address: 90 Beasley Drive Lexington, Tennessee 38351

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[Signature Page to Employment Agreement]

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RECORDED: 02/23/2016