

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3812897

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	CONSULTING AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
KENNETH ROBERT HUNT	01/01/2014
RECEIVING PARTY DATA	
Name:	PERMINOVA, INC.
Street Address:	4225 EXECUTIVE SQUARE, SUITE 570
City:	LA JOLLA
State/Country:	CALIFORNIA
Postal Code:	92037
PROPERTY NUMBERS Total: 6	
Property Type	Number
Application Number:	14975561
Application Number:	14975571
Application Number:	14975617
Application Number:	14975628
Application Number:	14975646
Application Number:	14975666
CORRESPONDENCE DATA	
Fax Number:	(858)350-9691
<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:	619-203-3186
Email:	docketing@acuitylg.com
Correspondent Name:	MICHAEL A. WHITTAKER
Address Line 1:	12707 HIGH BLUFF DRIVE, SUITE 200
Address Line 2:	ACUITY LAW GROUP, P.C.
Address Line 4:	SAN DIEGO, CALIFORNIA 92130
ATTORNEY DOCKET NUMBER:	PERM-035-UT TO 040-UT
NAME OF SUBMITTER:	KRISTEN LEMME
SIGNATURE:	/Kristen Lemme/
DATE SIGNED:	04/01/2016

Total Attachments: 5

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CONSULTING AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of January 1, 2014 between PERMINOVA, INC, a California corporation (the "Company"), and Robert Hunt. ("Consultant"), with reference to the following facts:

A. Consultant is retained by the Company for hardware design and layout consulting services (the "Project"). In connection with and as part of the Project, and as an expressly agreed upon and bargained-for element of Consultant's services, Consultant has been retained to work on projects involving circuit board design, circuit board layout, plastics design, and small-volume manufacturing (the "Work").

B. The Company and Consultant have agreed upon, and wish to memorialize their agreement concerning, the ownership and copyright interest in and to the Work and the status and responsibilities of the parties.

WHEREFORE, the parties agree as follows:

1. Work Produced in Connection With the Project. Consultant and the Company expressly agree that the Work is an integral part of the Project for which Consultant's services have been retained pursuant to the Consulting Agreement, that the creation of the Work is a bargained-for element of the Project, and that the creation of the Work will be within the course and scope of Consultant's services as defined in the Consulting Agreement. Consultant shall provide services and any support documentation or materials as specified in this Agreement pursuant to the terms, and conditions of this Agreement and as may be agreed to from time to time in project description orders which, as issued and accepted by both parties, shall be incorporated into this Agreement.

2. Work is "Work Made For Hire." Consultant and the Company expressly agree that the Work is a "work made for hire," and Consultant expressly waives and relinquishes any and all authorship, copyright, ownership, or other statutory or common law claims to the Work, or any interest or rights in the work, except only the right to be paid in accordance with the Consulting Agreement. Consultant further agrees that, in the event it is subsequently determined by a court of competent jurisdiction that notwithstanding the foregoing language, Consultant retains any right, title, or interest in or to the Work, Consultant irrevocably agrees to sell, transfer, and assign any and all such right, title, or interest to the Company, immediately upon the Company's request, for the sum of One Dollar (\$1).

3. Ownership of Copyright Absolute. Consultant expressly agrees and acknowledges that the Company's ownership of the copyright in and to the Work is absolute, and that the Company shall have the right to transfer, assign, sell, license, and otherwise exploit the Work, and any and all derivative or related works, without further payment to or compensation of Consultant.

4. Consultant's Representations. Consultant represents and warrants to the Company as follows:

- (a) The Work will not infringe any copyright or other proprietary right of any third party;
- (b) No portion of the Work has been created or commenced prior to the date of this Agreement;
- (c) In creating the Work, the Consultant will not use the services of any other person or entity, or will require all such persons or entities to execute counterparts of this Agreement; and
- (d) Consultant will not transfer or assign, directly or indirectly, any right, title, or interest in

or to the Work to any third party.

5. Independent Consultant.

5.1 Consultant is an independent Consultant and is not an agent, employee, partner, or joint venturer of Company.

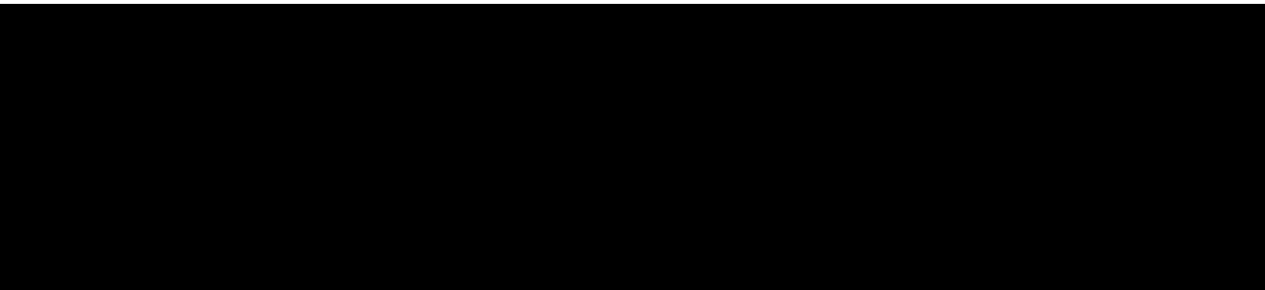
5.2 Consultant retains the right, to the exclusion of Company, to control the manner that the result specified in this Agreement is accomplished.

5.3 Consultant agrees to supply his own materials and equipment, at Consultant's expense and as Consultant deems necessary, unless otherwise pre-arranged with the company.

5.4 Consultant will hire any assistants that he deems, in his own judgment, are necessary to complete the Project. Only Consultant will have the right to supervise and instruct these assistants and Consultant will be exclusively responsible for their compensation.

5.5 Consultant represents that he has the requisite insurance and licenses to perform the work that is the subject of this Agreement.

5.6 Consultant is solely responsible for the payment of any local, state, or federal taxes relating to Consultant's compensation under this Agreement.



7. Confidentiality.

7.1 *Definition.* In the course of providing the services contracted for herein, the Company, from or through its employees, officers, directors, independent Consultants, agents or representatives, will provide Consultant information, both orally and in writing, concerning the business of the Company and/or current or potential customers of the Company. Such information, in whole or in part, together with analyses, compilations, programs, reports, proposals, studies, or any other documentation prepared by you or the Company, as the case may be, which contain or otherwise reflect or make reference to such information, is referred to as "Confidential Information." All of such Confidential Information, whether or not specifically marked as such by the Company, is deemed proprietary to the Company.

The Parties agree that "Confidential Information" shall include information that is not specifically encompassed in the definition above, but that should reasonably be expected to be considered confidential by the nondisclosing Party, including, but without limitation, materials of any type or nature, tangible or intangible, which the other Party may obtain knowledge of, access to or discover as a result of the relationship of the Parties relating to the business, products and technology or potential business, products and technology, business plans, financial information, technical specifications, design concepts, technical information, customer lists, pricing information, marketing plans and information pertaining to such disclosing Parties. Any issue as to the confidentiality expectations of the non-disclosing Party regarding

particular information shall be submitted to the nondisclosing Party for determination. In addition, the Parties agree that although Confidential Information is not required to be marked as such under this Agreement, some Confidential Information which is delivered to a Party under this Agreement may indeed be so marked.

7.2 *Use of Confidential Information.* The Parties agree that the Confidential Information will be used solely for the purpose of developing products for the Company, and not for any other purpose(s).

7.3 *Ownership of Confidential Information.* The Parties agree that all Confidential Information shall at all times remain the property of the disclosing Party, and that the other Party shall not have any right, title or interest in or to such Confidential Information except as expressly provided in this Agreement.

7.4 *Maintenance of Confidential Information.* The Parties agree to hold in the strictest confidence and not to directly or indirectly reveal, report, publish, disclose or transfer to any other person or entity any Confidential Information, except as expressly provided in this Agreement provided, however, that:

(a) such Confidential Information may be disclosed to the officers, directors, employees, agents, or representatives (collectively, "Representatives") of a Party on a "need to know" basis for the purpose of an evaluation of a proposed, potential, or actual transactions or transaction between the Parties or in connection with a business relationship, whether formal or informal, which is or may be established between the Parties, on the condition that: (i) each such Representative will be informed of the confidential nature of such Confidential Information and will agree to be bound by terms of this Agreement and not to disclose the Confidential Information to any other person or entity; and (ii) each Party agrees to accept full responsibility for any breach of this Agreement by that Party's Representative(s); and

(b) Confidential Information pertaining to or provided by a Party may be disclosed by the other Party upon the prior written consent of the nondisclosing Party.

7.5 *Return of Confidential Information.* The Parties agree that any document or thing on which the Confidential Information is copied, reproduced, recorded or fixed, whether in machine readable or human readable form, will be returned to the disclosing Party immediately upon request without the retention of any copies thereof by the other Party. All written materials prepared by each Party relating to the Discussions will be held by such Party and kept confidential and subject to the terms of this Agreement, or promptly destroyed at the request of the disclosing Party (in which case, such destruction will be certified to the requesting Party in writing).

7.6 *Limitations.* The term "Confidential Information" does not include any information which:

(a) is or becomes generally available to or known by the public (other than as a result of a disclosure directly or indirectly by the disclosing Party);

(b) is independently developed by the disclosing Party without breach of this Agreement and without use or reference to the Confidential Information,

(c) is lawfully received without restriction from a third party who did not obtain the information as a result of that or another party's breach of confidentiality obligation; or

(d) is disclosed by the disclosing Party pursuant to judicial action or governmental regulations, provided that the disclosing Party notifies the nondisclosing Party prior to such disclosure and the disclosing Party cooperates with the nondisclosing Party in the event that the nondisclosing Party elects to legally contest and avoid such disclosure.

8. Miscellaneous

8.1 *Attorney Fees.* Should litigation be instituted by either party under this Agreement, the losing party shall pay to the prevailing party all costs, including but not limited to reasonable attorney fees, resulting from the litigation.

8.2 *Use of Software and Reverse Engineering.* The Parties agree that except as may be agreed upon in writing by authorized representatives of both Parties and/or through license and/or cross licensing agreements, at no time and under no circumstance shall either Party reverse engineer, decompile or disassemble the other Party's software or attempt to use the other Party's software in any form.

8.3 *Term.* The terms and conditions of this Agreement shall be ongoing unless terminated in writing sooner for any reason by either party or unless extended in writing by the mutual agreement of the parties; provided, however, that the Parties agree that the obligations of confidentiality under this Agreement shall survive such term.

8.4 *Specific Performance.* The Parties acknowledge and agree that the confidentiality rights being protected by the terms of this Agreement are of a special, unique, unusual, and extraordinary character, which gives them a particular value, and that the breach of any provisions of the Agreement shall cause irreparable injury and damage to the nonbreaching Party. In such event, the nonbreaching Party shall be entitled to require specific performance of all of the acts and the undertakings required of the breaching Party under this Agreement, and to obtain injunctive and other equitable relief in any court of competent jurisdiction to prevent the violation or threatened violation of any of the provisions of the Agreement. Neither this provision nor any exercise by the nonbreaching Party of its right to equitable relief or specific performance herein granted should constitute a waiver by the nonbreaching Party of any other rights, which it may have to damages or other relief, including without limitation, injunctive relief, reasonable attorneys' fees and court costs.

8.5 *Severability.* If any of the provisions contained in this Agreement is held to be unenforceable, in whole or in part, by a court of competent jurisdiction, the Parties agree to be bound by all other provisions of this Agreement.

8.6 *Successors and Assigns.* The Parties agree that the rights of either Party under this Agreement may not be assigned. The Parties agree that this Agreement shall be binding upon the successors of each Party and shall inure to the benefit of, and be enforceable by, such successors, and any officers or directors thereof.

8.7 *Waiver.* The Parties agree that a Party's failure at any time to require performance of any provision of this Agreement shall in no way affect such Party's right at a later time to enforce the same. No waiver by a Party of a breach of a term contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of such breach of any other term of this Agreement.

8.8 *Applicable Law.* The Parties agree that this Agreement shall be governed by, and construed in accordance with, the laws of the state of California. This Agreement is for the benefit of and may be enforced directly by either Party.


8.9 *Notice.* All communications regarding this agreement should be sent to Consultant at the last address provided by Consultant unless company is notified in writing to the contrary. Any written notice required under this Agreement shall become effective as of the date of mailing by registered or certified mail and shall be deemed sufficiently given if sent to the addressee at the address stated in this agreement or such other address as may hereafter be specified by notice in writing.

8.10 *Counterparts.* This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

The Parties have read, understood and agreed to this Agreement in its entirety as of January 1, 2014, and have executed this Agreement as set forth below.

COMPANY

Perminova, Inc.

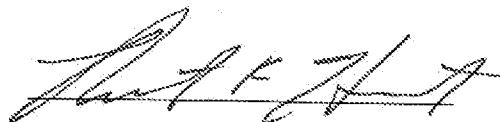


By: Rory Moore
Its: CEO



1.1.14

CONSULTANT



By: Robert Hunt
Its: Sole Proprietor

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Address:

1290 Winchester Court
Vista, CA 92083