

PATENT ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
STEVEN GILLMEISTER	12/14/2015
RECEIVING PARTY DATA	
Name:	PROPHECY SENSORLYTICS LLC
Street Address:	221 E. THOMAS AVENUE
City:	BALTIMORE
State/Country:	MARYLAND
Postal Code:	21225
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	14833111
Application Number:	14628322
CORRESPONDENCE DATA	
Fax Number:	(302)656-8920
<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:	302-622-4226
Email:	dmcgregor@foxrothschild.com
Correspondent Name:	DEANNA M. MCGREGOR
Address Line 1:	2000 MARKET STREET, 20TH FLOOR
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	162040.00201 / .00301
NAME OF SUBMITTER:	DEANNA M. MCGREGOR
SIGNATURE:	/-d-/
DATE SIGNED:	06/20/2016
Total Attachments: 8	
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INVENTION ASSIGNMENT AGREEMENT

This INVENTION ASSIGNMENT AGREEMENT (the "Agreement") is made betweenProphecy Sensorlytics LLC, Maryland, USA..... (the "Company") and Steven Gillmeister the undersigned employee/ consultant/Individual.

In consideration of employee/consultant relationship with the Company (which for purposes of this Agreement shall be deemed to include any subsidiaries or Affiliates** of the Company), the receipt of confidential information while associated with the Company, and other good and valuable consideration, I, the undersigned individual, agree that:

1. Term of Agreement. This Agreement shall continue in full force and effect for the duration of employee/consultant relationship with the Company and shall continue thereafter until terminated through a written instrument signed by both parties.

2. Proprietary Rights, Inventions and New Ideas.

(a) Definition. The term "Subject Ideas or Inventions" includes any and all ideas, processes, trademarks, service marks, inventions, designs, technologies, computer hardware or software, original works of authorship, formulas, discoveries, patents, copyrights, copyrightable works products, marketing and business Ideas, and all improvements, know-how, data, rights, and claims related to the foregoing that, whether or not patentable, which are conceived, developed or created which: (1) relate to the Company's current or contemplated business; (2) relate to the Company's actual or demonstrably anticipated research or development; (3) result from any work performed by me for the Company; (4) involve the use of the Company's equipment, supplies, facilities or trade secrets; (5) result from or are suggested by any work done by the Company or at the Company's request, or any projects specifically assigned to me; or (6) result from employee/consultant access to any of the Company's memoranda, notes, records, drawings, sketches, models, maps, customer lists, research results, data, formulae, specifications, inventions, processes, equipment or other materials (collectively, "Company Materials").

(b) Company Ownership. All right, title and interest in and to all Subject Ideas and Inventions, including but not limited to all registrable and patent rights which may subsist therein, shall be held and owned solely by the Company, and where applicable, all Subject Ideas and Inventions shall be considered works made for hire. I shall mark all Subject Ideas and Inventions with the Company's copyright or other proprietary notice as directed by the Company and shall take all actions deemed necessary by the Company to protect the Company's rights therein. In the event that the Subject Ideas and Inventions shall be deemed not to constitute works made for hire, or in the event that I should otherwise, by operation of law, be deemed to retain any rights (whether moral rights or otherwise) to any Subject Ideas and Inventions, I agree to assign to the Company, without further consideration, employee/consultant entire right, title and interest in and to each and every such Subject Idea and Invention.

(c) Disclosure. The employee/consultant agrees to disclose promptly to the Company full details of any and all Subject Ideas and Inventions.

* For purposes of this Agreement, "Affiliate" shall mean any person or entity that shall directly or indirectly controls, is controlled by, or is under common control with the Company.

(d) Maintenance of Records The employee/consultant agrees to keep and maintain adequate and current written records of all Subject Ideas and Inventions and their development made by me (solely or jointly with others) during the term of employee/consultant relationship with the Company. The records may be in the form of records, data, notes, reports, proposals, lists, correspondence, plans, strategies, specifications, sketches, drawings, devices, blueprints, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items that are related in any way to Creations, that were developed by Employee during the Period of Engagement, or that otherwise belong to the Company (collectively, the "Company Records") or any other format that may be specified by the Company. These records will be available to and remain the sole property of the Company at all times.

(e) Determination of Subject Ideas and Inventions. The employee/consultant further agree that all information and records pertaining to any idea, process, trademark, service mark, invention, technology, computer hardware or software, original work of authorship, design, formula, discovery, patent, copyright, product, and all improvements, know-how, rights, and claims related to the foregoing ("Intellectual Property"), that I do not believe to be a Subject Idea or Invention, but that is conceived, developed, or reduced to practice by the Company (alone by me or with others) during employee/consultant relationship with the Company and for one (1) year thereafter, shall be disclosed promptly by me to the Company. The Company shall examine such information to determine if in fact the Intellectual Property is a Subject Idea or Invention subject to this Agreement.

(f) Access. Because of the difficulty of establishing when any Subject Ideas or Inventions are first conceived by the employee/consultant or whether it results from employee/consultant access to Confidential Information or Company Materials, the employee/consultant agrees that any Subject Idea and Invention shall, among other circumstances, be deemed to have resulted from employee/consultant access to Company Materials if: (1) it grew out of or resulted from his/her work with the Company or is related to the business of the Company, and (2) it is made, used, sold, exploited or reduced to practice, or an application for patent, trademark, copyright or other proprietary protection is filed thereon, by employee/consultant significant aid, within one year after termination of his/her relationship with the Company.

(g) Assistance. The employee/consultant further agree to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce patents, copyrights or other rights or registrations on said Subject Ideas and Inventions in any and all countries, and to that end will execute all documents necessary:

- (1) to apply for, obtain and vest in the name of the Company alone (unless the Company otherwise directs) letters patent, copyrights or other analogous protection in any country throughout the world and when so obtained or vested to renew and restore the same; and
- (2) to defend any opposition proceedings in respect of such applications and any opposition proceedings or petitions or applications for revocation of such letters patent, copyright or other analogous protection; and
- (3) to cooperate with the Company (but at the Company's expense) in any enforcement or infringement proceeding on such letters patent, copyright or other analogous protection.

(h) Authorization to Company. In the event the Company is unable, after reasonable effort, to secure employee/consultant agrees signature on any patent, copyright or other analogous protection relating to a Subject Idea and Invention, whether because of employee/consultant physical or mental inc capacity or for any other reason whatsoever, employee/consultant agrees hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as employee/consultant agent and attorney-in-fact, to act for and on employee/consultant behalf and stead to execute and file any such application, applications or other documents and to do all other lawfully permitted acts to further the prosecution, issuance, and enforcement of letters patent, copyright or other analogous rights or protections thereon with the same legal force and effect as if executed by me. Employee/consultant obligation to assist the Company in obtaining and enforcing patents and copyrights for Subject Ideas and Inventions in any and all countries shall continue beyond the termination of employee/consultant relationship with the Company, but the Company shall compensate me at a reasonable rate after such termination for time actually spent by me at the Company's request on such assistance.

(i) Acknowledgement. The employee/consultant acknowledge that there are no currently existing ideas, processes, inventions, discoveries, marketing or business ideas or improvements which the employee/consultant desire to exclude from the operation of this Agreement. To the best of employee/consultant knowledge, there is no other contract to assign inventions, trademarks, copyrights, ideas, processes, discoveries or other intellectual property that is now in existence between me and any other person (including any business or governmental entity).

3. Competitive Activity.

(a) Acknowledgment. The employee/consultant acknowledge that the pursuit of the activities forbidden by Section 3(b) below would necessarily involve the use, disclosure or misappropriation of Confidential Information.

(b) Prohibited Activity. To prevent the above-described disclosure, misappropriation and breach, the employee/consultant agrees that during employee/consultant relationship and for a period of one (1) year thereafter, without the Company's express written consent, shall not, directly or indirectly, (i) employ, solicit for employment, or recommend for employment any person employed by the Company (or any Affiliate); and (ii) engage in any present or contemplated business activity that is or may be competitive with the Company (or any Affiliate) in any state where the Company conducts its business, unless can prove that any action taken in contravention of this subsection (ii) was done without the use in any way of Confidential Information.

5. Representations and Warranties. The employee/consultant represent and warrant (i) that he /she has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with employee/consultant undertaking a relationship with the Company; (ii) that the performance of the services called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other right of any third party; (iii) that employee/consultant will not use in the performance of employee/consultant responsibilities for the Company any confidential information or trade secrets of any other person or entity; and (iv) that he/she has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.

6. Termination Obligations.

(a) Upon the termination of employee/consultant relationship with the Company or promptly upon the Company's request, the employee/consultant shall surrender to the Company all equipment, tangible Proprietary Information, documents, books, notebooks, records, reports, notes, memoranda, drawings, sketches, models, maps, contracts, lists, computer disks (and other computer-generated files and data), any other data and records of any kind, and copies thereof (collectively, "Company Records"), created on any medium and furnished to, obtained by, or prepared by him/her in the course of or incident to employee/consultant relationship with the Company, that are in his possession or under his/her control.

(b) Employee/consultant representations, warranties, and obligations contained in this Agreement shall survive the termination of employee/consultant relationship with the Company.

(c) Following any termination of employee/consultant relationship with the Company, he/she will fully cooperate with the Company in all matters relating to employee/consultant continuing obligations under this Agreement.

(d) The employee/consultant hereby grant consent to notification by the Company to any of employee/consultant future employers or companies I consult with about employee/consultant rights and obligations under this Agreement.

(e) Upon termination of employee/consultant relationship with the Company, the employee/consultant will execute a Certificate acknowledging compliance with this Agreement in the form reasonably requested by the Company. ("Termination Certification" attached hereto as Exhibit 1.)

7. Injunctive Relief. The employee/consultant acknowledge that employee/consultant failure to carry out any obligation under this Agreement, or a breach by me of any provision herein, will constitute immediate and irreparable damage to the Company, which cannot be fully and adequately compensated in money damages and which will warrant preliminary and other injunctive relief, an order for specific performance, and other equitable relief. The employee/consultant further agree that no bond or other security shall be required in obtaining such equitable relief and The employee/consultant hereby consent to the issuance of such injunction and to the ordering of specific performance. The employee/consultant also understand that other action may be taken and remedies enforced against me.

8. Modification. No modification of this Agreement shall be valid unless made in writing and signed by both parties.

9. Binding Effect. This Agreement shall be binding upon me, employee/consultant heirs, executors, assigns and administrators and is for the benefit of the Company and its successors and assigns.

10. Governing Law. This Agreement shall be construed in accordance with, and all actions arising under or in connection therewith shall be governed by, the internal laws of the State of Maryland (without reference to conflict of law principles).

11. Integration. This Agreement sets forth the parties' mutual rights and obligations with respect to proprietary information, prohibited competition, and intellectual property. It is intended to be the final, complete, and exclusive statement of the terms of the parties' agreements regarding these subjects. This Agreement supersedes all other prior and contemporaneous agreements and statements on these subjects, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of the Company, now or in the future, apply to employee/consultant and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control unless changed in writing by the Company.

12. Construction. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not limitation, this Agreement shall not be construed against the party responsible for any language in this Agreement. The headings of the paragraphs hereof are inserted for convenience only, and do not constitute part of and shall not be used to interpret this Agreement.

13. Attorneys' Fees. Should either the employee/consultant or the Company, or any heir, personal representative, successor or permitted assign of either party, resort to legal proceedings to enforce this Agreement, the prevailing party (as defined in statutory law) in such legal proceeding shall be awarded, in addition to such other relief as may be granted, attorneys' fees and costs incurred in connection with such proceeding.

14. Severability. If any term, provision, covenant or condition of this Agreement, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable or void, the remainder of this Agreement and such term, provision, covenant or condition as applied to other persons, places and circumstances shall remain in full force and effect.

15. Rights Cumulative. The rights and remedies provided by this Agreement are cumulative, and the exercise of any right or remedy by either the Company or me (or by that party's successor), whether pursuant hereto, to any other agreement, or to law, shall not preclude or waive that party's right to exercise any or all other rights and remedies. This Agreement will inure to the benefit of the Company and its successors and assigns.

16. Nonwaiver. The failure of either the Company or me, whether purposeful or otherwise, to exercise in any instance any right, power or privilege under this Agreement or under law shall not constitute a waiver of any other right, power or privilege, nor of the same right, power or privilege in any other

instance. Any waiver by the Company or by me must be in writing and signed by either employee/consultantself, if I am seeking to waive any of employee/consultant rights under this Agreement, or by an officer of the Company (other than me) or some other person duly authorized by the Company.

17. Notices. To be effective, any notice, consent, or communication required or permitted to be given in connection with this Agreement must be in writing and personally delivered or sent by messenger, fax, overnight courier, or certified mail and addressed to, in the case of the Company, the principal offices of the Company, to the attention of the President, or, in the case of Employee, to Employee's residence on record with the Company, which Employee shall update the Company in writing from time to time when the address changes. All notices, consents, and communications are deemed delivered and received by the receiving party (i) if personally delivered or delivered by messenger, on the date of delivery or on the date delivery was refused, (ii) if delivered by fax transmission, upon receipt of fax confirmation of the party transmitting such fax, or (iii) if delivered by overnight courier or certified mail, on the date of delivery as established by the return receipt, courier service confirmation, or similar documentation (or the date on which the courier or postal service, as applicable, confirms that acceptance of delivery was refused or undeliverable)

18. Agreement to Perform Necessary Acts. The employee/consultant agrees to perform any further acts and execute and deliver any documents that may be reasonably necessary to carry out the provisions of this Agreement.

19. Assignment; Delegation. Without the prior written consent of the Company, Employee shall neither (i) assign, whether voluntarily or involuntarily, this Agreement or any of Employee's rights under this Agreement, nor (ii) delegate any performance under this Agreement. Any purported assignment of rights or delegation of performance in violation of this section will be void. The Company may assign all or any of its rights and delegate all or any of its obligations hereunder by providing notice to Employee

20. Compliance with Law. The employee/consultant agrees to abide by all federal, state, and local laws, ordinances and regulations.

21. Employment Status. NOTHING IN THIS AGREEMENT MODIFIES THE COMPANY'S POLICY THAT EMPLOYEE'S EMPLOYMENT IS ON AN AT-WILL BASIS OR CONFERS UPON EMPLOYEE THE RIGHT TO CONTINUE AS AN EMPLOYEE OF THE COMPANY FOR A SPECIFIED TERM. THIS AGREEMENT DOES NOT CURTAIL OR RESTRICT THE COMPANY'S RIGHT TO TERMINATE EMPLOYEE'S EMPLOYMENT AT ANY TIME FOR ANY REASON, WITH OR WITHOUT CAUSE.

22. Acknowledgment. The employee/consultant acknowledge that the he/she has had the opportunity to consult legal counsel in regard to this Agreement, that The employee/consultant have read and understand this Agreement, that . He/she is fully aware of its legal effect, and that the He/she have entered into it freely and voluntarily and based on his/her own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates set forth below.

CAUTION: THIS AGREEMENT CREATES IMPORTANT OBLIGATIONS OF TRUST AND AFFECTS THE RIGHTS TO INVENTIONS AND OTHER INTELLECTUAL PROPERTY.



<p>Employee/Consultant/Individual</p> <p>Signature </p> <p>Printed Name: Steven Gillmeister</p> <p>Date: 12/14/15</p>	<p>Company</p> <p>Prophecy Sensorlytics LLC</p> <p>By:</p> <p></p> <p>Name: Biplab Pal</p> <p>Title: CTO</p> <p>Date: 12/11/2015</p>
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EXHIBIT 1

TERMINATION CERTIFICATE

I certify that I have complied with all the terms of the Invention Assignment Agreement signed by me (the "Agreement").

I further certify that I do not have in my possession, nor have I failed to return or destroy at the Company's request, any Company Records, as that term is defined in the Agreement.

I confirm my continuing obligations contained in the Agreement.

Date: 12/14/15

A handwritten signature in black ink, appearing to be "John G. [unclear]", written in a cursive style.