

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT3972368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TIMOTHY CHALFANT	08/26/2013
RECEIVING PARTY DATA	
Name:	GRIFFIN TECHNOLOGY, INC
Street Address:	2030 LINDELL AVE
City:	NASHVILLE
State/Country:	TENNESSEE
Postal Code:	37203
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29511474
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:	6156736771
Email:	jhornkohl@hornkohl.com
Correspondent Name:	JASON HORNKOHL
Address Line 1:	PO BOX 210584
Address Line 4:	NASHVILLE, TENNESSEE 37221
NAME OF SUBMITTER:	JASON HORNKOHL
SIGNATURE:	/JASONHORNKOHL/
DATE SIGNED:	07/21/2016
Total Attachments: 4	
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INTELLECTUAL PROPERTY AGREEMENT

The undersigned (referred to in the first person, such as "I" and "my") makes the following representations, warranties, promises, assignments, and grants (collectively the "Agreement") to Griffin Technology, Inc., and its affiliates, successors and assigns (collectively "Company"), in consideration of, and as a condition to, proposed or continued employment or engagement by Company:

1. Definitions. All initially capitalized terms not defined above have the meanings set forth in Exhibit A.

2. Work Product.

(a) Disclosure to Company. I will promptly disclose to Company all Work Product and will keep accurate written records relating to the conception and application of all Work Product. These records will be the sole and exclusive property of Company, and I will surrender to Company all such records within my possession or control upon any suspension or termination of my Service to Company.

(b) Work Made for Hire. All Work Product that is subject to copyright protection and reduced to tangible form in whole or in part by me in the course of my Service to Company will be deemed to be "work made for hire" as that term is used in the United States Copyright Law, 17 U.S.C. 101 et seq.

(c) Assignment to Company. To the extent that any Work Product is not a "work made for hire", I hereby assign and agree to assign to Company the entire right, title, and interest in and to all such Work Product.

(d) Licenses to Company. To the extent that any Work Product is not a "work for hire" or assigned or assignable to Company pursuant to this Agreement, I hereby grant and agree to grant to Company an unlimited, perpetual, irrevocable, worldwide, royalty-free, exclusive and transferable license to use, make, have made, market, offer for sale, sell, import, execute, reproduce, display, copy, distribute copies of, prepare derivative works based upon, sublicense, exercise and otherwise exploit in any way all such Work Product.

(e) Moral Rights. To the extent I retain any Moral Rights in or to any Work Product under applicable law, then to the fullest extent allowed by law I hereby ratify and consent to any action that may be taken or authorized by Company with respect to such Moral Rights, and I agree not to assert Moral Rights with respect to any such action.

(f) Further Assurances; Attorney-in-Fact. Upon request of Company from time to time, whether during or following my Service to Company, I will provide Company with all information, documentation, assistance, and other acts that Company reasonably may request to evidence, perfect,

enforce, transfer, register, maintain or defend Company's intellectual property or proprietary rights in, to, or based upon Work Product or Proprietary Information and the rights and waivers granted to Company by me in this Agreement, and I will execute all such assignments, oaths, declarations, and other documents as may be prepared by Company to effect the purposes of this Agreement. Company, in its sole discretion, will determine the extent of the intellectual property or proprietary rights, if any, to be protected in or based on Work Product or Proprietary Information. I will provide all such information, documentation, assistance, and other acts for no additional consideration other than actual and necessary out-of-pocket expenses that I incur at Company's request. I hereby irrevocably designate and appoint Company as my attorney-in-fact and agent to act for and on my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of this paragraph with the same legal force and effect as if executed by me.

3. Confidentiality. I acknowledge that (i) the Proprietary Information has been and is developed by Company with considerable effort and expense, and is unique, secret, and confidential, and is valuable to Company, (ii) an integral part of Company's business may involve the receipt of Proprietary Information, and (iii) any unauthorized use of Proprietary Information by me, or any disclosure of the same to any third party, would be wrongful, may violate law, and would cause irreparable injury to Company. During my Service to Company and forever thereafter, I will hold Proprietary Information in strict confidence and I will not disclose such information to any person or entity (except as may be required by a court of competent jurisdiction) or reproduce, publish, distribute, or transmit such information, or use such information in any way or for any purpose, except within the scope of my Service to Company or as otherwise expressly authorized in writing by Company. To the extent any Proprietary Information was disclosed to me by Company prior to my Service to Company, such Proprietary Information is subject to the provisions of this Agreement.

4. No Violation of Obligations to Others. I hereby represent and warrant to Company that I am not a party to or bound by any confidentiality or non-use agreement, non-competition agreement, court order, or other such restriction arising from or related to any prior employment,

engagement, or other confidential relationship that is reasonably germane to the services rendered or to be rendered to Company by me. I acknowledge that I may possess confidential information of third parties that is not subject to express restrictions on disclosure or use but as to which I may have ongoing legal obligations to such third parties not to disclose or use such confidential information, such as obligations under state trade secret law. I acknowledge that any violation by me of an obligation to a third party relating to such party's confidential information, trade secrets, and other intellectual property or proprietary rights in the course of my Service to Company could materially impact Company. I agree to honor any such ongoing agreements, orders, restrictions, or legal obligations.

5. Company Property and Information. As between Company and me, all Company Property is and will be the sole and exclusive property of Company, and for all purposes it will be conclusively presumed so. I acknowledge that I will have no economic or other rights whatsoever in Company Property. Except as required to perform my Service to Company and with the permission of Company, I will not use or remove from Company's premises any Company Property and will not access or in any way copy any Company Property in electronic form. I acknowledge that e-mail messages in Company e-mail system are Company Property and I agree not to forward them to my personal account or to any other account except as necessary to perform my Service to Company. Immediately upon any suspension, expiration, or termination of my Service to Company, I will surrender and deliver to Company at its offices any tangible Company Property in my possession or control, including without limitation computer media of any sort. With respect to any Company Property in electronic form or otherwise not readily capable of physical delivery to Company (such as files on a computer hard drive), I will immediately cause all such items to be permanently destroyed and promptly will certify to Company in writing that they have destroyed them. If I later become aware of any Company Property in my possession or control, I will immediately surrender possession of it to Company (or destroy it and certify such destruction to Company, in the case of Company Property in electronic form or otherwise not readily capable of physical delivery).

6. Additional Provisions.

(a) Company Policies: No Expectation of Privacy. I will abide by policies related to my Service to Company as they are promulgated by Company from time to time (provided, however, that the terms of this Agreement will govern in the event of any inconsistency between this Agreement and

such policies). I acknowledge and agree that I have no expectation of privacy with respect to Company's telecommunications, networking, or information processing systems (including without limitation computer files, e-mail messages, voice messages, and internet connections) and that my activity and any files or messages on or using any of those systems may be monitored or obtained by Company at any time without notice.

(b) Obligations Continuing After Termination; Notice to Future Employers. I acknowledge and agree that my obligations under this Agreement that relate to the time after my Service with Company will continue in effect after expiration or termination of my Service, regardless of the reason for termination and whether such termination is voluntary or involuntary, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer.

(c) Nature of Relationship. Unless I have (or later enter into) a separate written employment agreement with Company, I acknowledge and agree that nothing in this Agreement or otherwise is intended to, or is to be interpreted as, creating employment for a specified period of time. I further understand and agree that if I am employed by Company (other than under a separate written employment agreement), my employment is and will be employment-at-will which can be terminated at any time, without prior notice or cause, by Company or myself, and that no act, statement, or conduct of any nature whatsoever by any representative of Company will alter the nature of my at-will-employment unless it is in writing, validly executed by Company, and specifically refers to and supersedes this section.

(d) Remedies for Breach of Agreement. I acknowledge and agree that any breach of this Agreement would cause irreparable harm to Company for which an award of money damages alone would not be an adequate remedy and, therefore, that Company will be entitled to specific performance and immediate preliminary and permanent injunctive relief without bond, without the need of proof of actual damages, and without prejudice to any other rights or remedies to which Company may be entitled as a result of a breach of this Agreement. I further agree that Company will be entitled to recover from me its actual attorney's fees and costs incurred in recovering any sum due from me as a consequence of my breach of this Agreement. Nothing in this Agreement is intended to be interpreted as diminishing or otherwise limiting Company's right under applicable law to protect its trade secrets and confidential information.

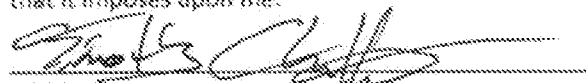
(e) Entire Agreement. Except for any written employment or consulting agreement between Company and me, (i) this

Agreement contains the entire understanding between Company and me with respect to its subject matter, (ii) this Agreement merges and supersedes all prior and/or contemporaneous agreements and understandings between Company and me, written or oral, with respect to its subject matter, and (iii) there are no restrictions, agreements, promises, representations, warranties, covenants, or undertakings between Company and me with respect to the subject matter of this Agreement other than those expressly set forth in this Agreement.

(f) Miscellaneous Provisions. This Agreement and the rights and obligations provided in it are to be governed by and construed in accordance with the laws of the state of Tennessee, excluding any conflict of law rules. Venue for any disputes arising out of or related to this Agreement will be brought exclusively in a federal or state court located in Davidson County, Tennessee. If any provision of this Agreement is deemed invalid or unenforceable, such provision is to be deemed limited by construction in scope and effect to the minimum extent necessary to render the same valid and enforceable. No amendment, modification, or discharge of this Agreement will be valid or binding unless set

forth in writing and duly executed by Company. The failure or delay in the exercise of any power, right, or privilege under this Agreement will not operate as a waiver thereof. Any waiver or consent by Company to any breach of any provision of this Agreement will be valid only if in writing and only in the specific instance in which it is given, and such waiver or consent is not to be construed as a waiver of any subsequent breach of any other provision or as a consent with respect to any similar instance or circumstance. This Agreement inures to the benefit of Company and its affiliates, successors, and assigns. Company may assign or transfer this Agreement (directly or indirectly, by assignment, change of control, operation of law or otherwise). I may not assign this Agreement or any part hereof. Any purported assignment by me shall be null and void from the initial date of purported assignment. Captions and headings of the sections and headings of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

I have read this Agreement carefully. I have had the opportunity to consult with legal counsel regarding this Agreement if I so chose, and I sign it voluntarily of my own free will and intend to be legally bound. I understand and accept the obligations that it imposes upon me.

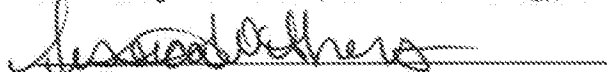

Signature

Timothy Chalfant
Name

8-26-2013
Date

1364 Tonya dr.
La Verne, TN 37086
Address

Acknowledgment of Receipt: Griffin Technology, Inc.


Signature

HR Manager
Title

8/26/13
Date

Exhibit A

"Company Invention" means any work of authorship, design, idea, concept, information, invention, improvement, enhancement or other creation or work of any nature, whether or not protected or protectable by copyright, patent, trademark, trade secret or other law, that is created, developed, made, conceived, learned, or reduced to practice by or for me during my Service to Company or during a period of one year thereafter, either alone or jointly with others, and all intellectual property and proprietary rights inherent in, based upon or related thereto, to the extent: (i) it is related to the past, present, or anticipated business, products, research or developments of Company, or (ii) results directly or indirectly from my work for Company, or (iii) results, at least in part, from my use of Company's time, Company Property or Proprietary Information.

"Company Property" means (i) all tangible property, including without limitation systems, equipment, telephones, furniture, fixtures, credit cards, documents, files, records, notes, and correspondence used in or relating to the business of Company, (ii) all Proprietary Information and embodiments of Proprietary Information and Work Product in any form, and (iii) all e-mail, data, or other electronic information maintained on systems or equipment of Company or used in or relating to the business of Company, including, all Proprietary Information and Work Product in electronic form, and (iv) any other property of any sort obtained by me by virtue of my Service to Company (other than my earned compensation).

"Moral Rights" means all rights of paternity, integrity, disclosure and withdrawal, and any other rights generally known as or referred to as "moral rights," "artist's rights," "droit moral" or the like.

"Proprietary Information" means all business and financial information, technical information, processes, inventions, research, customer and prospective customer information, and other information pertaining to the products, services, sales, operations, plans, or other business of Company that (i) is not generally disclosed to third parties by Company without restriction on use or further disclosure, (ii) is expressly designated as confidential or proprietary by Company (whether verbally, in writing, or otherwise), or (iii) is of such a nature that a reasonable person under the circumstances should understand or believe to be confidential. Without limiting the foregoing, Proprietary Information includes all information that is a trade secret pursuant to applicable law, all information disclosed to or obtained by Company through a confidential relationship with any third party, and all passwords, entry codes, access sequences, and the like used or held by Company. Proprietary Information does not include information to the extent that it (i) was in my possession or knowledge at the time of disclosure and was not acquired directly or indirectly from Company, (ii) was disclosed to me by a third party not having an obligation of confidence of the information to Company or any other third party, or (iii) is or becomes a part of the public domain (other than by my own act or omission).

"Service to Company" refers to the legal relationship (employment or engagement, as the case may be) between me and Company, including periods of time prior to the execution of this Agreement.

"Work Product" means all Company inventions and tangible and intangible embodiments of Company inventions, including all computer software, databases, designs, documentation, diagrams, writings, books, articles, creative works, knowhow and all other material and information.