

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4080527

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
INTRINSIX CORP.	03/28/2013
RECEIVING PARTY DATA	
Name:	SEMITREX, LLC
Street Address:	THE SEMITREX TECHNOLOGY CENTER
Internal Address:	1701 S. CARSON AVENUE
City:	TULSA
State/Country:	OKLAHOMA
Postal Code:	74119
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15157724
CORRESPONDENCE DATA	
Fax Number:	(248)645-1568
<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:	248-645-1483
Email:	IPDocket@HowardandHoward.com
Correspondent Name:	HOWARD & HOWARD ATTORNEYS PLLC
Address Line 1:	450 WEST FOURTH STREET
Address Line 4:	ROYAL OAK, MICHIGAN 48067
ATTORNEY DOCKET NUMBER:	068466.00131
NAME OF SUBMITTER:	JAMES R. YEE
SIGNATURE:	/James R. Yee/
DATE SIGNED:	10/03/2016
Total Attachments: 6	
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INTRINSIX

Design Contract

Intrinsic Corp. (herein referred to as "INTRINSIX"), a Massachusetts corporation, and Semitrex, L.L.C. (an Oklahoma Limited Liability Company ["Semitrex"]) (including its wholly-owned subsidiaries, herein referred to as "CUSTOMER"), hereby enter into an agreement for design services.

WITNESSETH:

WHEREAS CUSTOMER desires to obtain the consulting services of INTRINSIX to assist CUSTOMER in the field of electronic design.

WHEREAS INTRINSIX desires to aid CUSTOMER by performing such services (hereinafter sometimes referred to as the "Services") and delivering such deliverables (hereinafter sometimes referred to as the "Deliverables") in the capacity of an independent contractor and not as an employee of CUSTOMER; NOW, THEREFORE, in consideration of the premises and mutual covenants of the parties, it is agreed as follows:

1. STATEMENT OF SERVICES

INTRINSIX agrees to perform Services hereunder as a general consultant and technical advisor in the field of electronics hardware and/or software design by supplying the services of its employees and consultants (herein referred to as "CONSULTANT(s)") per Appendix A.

Such Services normally shall be performed at INTRINSIX facilities in Marlborough, MA, or at such other places CUSTOMER may reasonably request, or as INTRINSIX may request and CUSTOMER may approve.

- (A) Customer Project Contact(s) are the authorized representatives of CUSTOMER and shall act as CUSTOMER'S LIAISON for the purpose of issuing instructions, receiving reports, authorizations and in all other CUSTOMER functions contemplated by this Agreement. Such named representative may be changed by notice to INTRINSIX pursuant to this Agreement.
- (B) This agreement will continue for one (1) year from signature date. The agreement shall renew for additional year(s) automatically on each anniversary unless terminated in accordance with Section 10 below. The pricing set forth in Appendix A, or any other documents referred to by this contract, is subject to change upon each annual anniversary.

2. COMPENSATION AND REIMBURSEMENT

- (A) CUSTOMER agrees to pay INTRINSIX, as consideration for the performance of Services as above set forth, per the schedule indicated in Appendix A.
- (B) CUSTOMER agrees to pay INTRINSIX any undisputed amounts for services rendered within fifteen (15) days of invoice date unless otherwise mutually agreed to and specified in Appendix A or other document signed by both CUSTOMER and INTRINSIX. CUSTOMER agrees that should it fail to pay any such undisputed amount within a thirty (30) day period, INTRINSIX shall consider the payment overdue. If payment for such undisputed amount has not been received upon reaching thirty (30) days past the invoice date, CUSTOMER shall be responsible for a late payment fee. The late payment fee is calculated weekly at a rate of fifteen percent (15%) per annum on the undisputed overdue amount and shall be invoiced weekly until the undisputed overdue amount and all associated late fees have been paid.
- (C) If payment has not been received on any undisputed amount upon reaching ninety (90) days past invoice date, INTRINSIX reserves the right to seek assistance with the collection of the undisputed overdue payments. CUSTOMER agrees to pay all collection costs and associated legal costs related to the collection of the undisputed overdue amount. INTRINSIX reserves the right to terminate this contract with no notice period in the event that CUSTOMER payments for any undisputed amounts are ninety (90) days past invoice date. CUSTOMER remains responsible for all outstanding invoices and for all work performed that has yet to be invoiced.
- (D) Any invoice shall be deemed to have been accepted if CUSTOMER does not furnish a written objection within thirty (30) days from the date of invoice. If such objection is made, the parties shall make every reasonable effort to settle promptly.

the dispute concerning the invoice in question. Nothing in this paragraph shall relieve CUSTOMER from paying undisputed amounts or interest on delayed payments or relieve INTRINSIX of its obligations to provide Services.

3. NON-DELEGATION OF DUTIES

INTRINSIX shall not delegate, sub-contract or assign, or employ anyone else to do any of the work that may be requested by CUSTOMER hereunder, without the prior written consent of CUSTOMER.

4. EQUIPMENT AND DATA

For INTRINSIX employees working at CUSTOMER's facilities, CUSTOMER shall provide such INTRINSIX employees and consultants access to its facilities, computers and equipment that are reasonably required by INTRINSIX in the performance of its Services. CUSTOMER shall provide such INTRINSIX employees access to its data, and materials that are reasonably required by INTRINSIX in the performance of its Services. Upon completion of the Services or termination of this Agreement, INTRINSIX shall, immediately after such completion or termination, return to CUSTOMER all such computers, equipment, data, and materials furnished by CUSTOMER.

5. DISCLOSURE

To assist INTRINSIX, CUSTOMER agrees to disclose to INTRINSIX such of its inventions, confidential know-how and trade secrets as in the sole judgment of CUSTOMER shall assist INTRINSIX in performing the Services contemplated herein. It is understood that said inventions, confidential know-how, and trade secrets shall remain the sole property of CUSTOMER and that INTRINSIX and its employees shall have no interest therein or rights with respect thereto.

6. CONFIDENCE TO BE MAINTAINED

- (A) INTRINSIX agrees that it shall maintain in confidence and shall not use for its own benefit, or other than for the performance of its obligations under this Agreement, any of the data, inventions, confidential know-how, and trade secrets disclosed to it by CUSTOMER and that it shall not divulge the same to any other persons in accordance with the terms and conditions of this confidential information clause.
- (B) INTRINSIX agrees to keep and maintain adequate and current written records of all inventions made by INTRINSIX and its employees during the term of this Agreement. INTRINSIX further agrees that any and all notes, records and drawings made or kept by it in connection with the Services performed under this Agreement, or in connection with any inventions made or conceived by INTRINSIX which belong to CUSTOMER pursuant to Article 7, shall be and are the sole and exclusive property and Confidential Information of CUSTOMER and that CUSTOMER has the sole right to obtain copyrights upon any such writings. INTRINSIX agrees that upon the termination of this Agreement it shall place all such notes, records and drawings in CUSTOMER's possession and shall not retain or take with it, without the written consent of CUSTOMER, any notes, records, drawings or other reproductions relating or pertaining to or connected with its services or with any of the activities of CUSTOMER.
- (C) CUSTOMER and INTRINSIX each acknowledge that all details of this contract, including but not limited to the existence of this contract and information regarding the rates set forth in Appendix A, shall be considered proprietary information and should be held in the strictest confidence. Failure to comply with this Confidence Clause shall result in the termination of this contract at the option of INTRINSIX or CUSTOMER, as applicable.
- (D) CUSTOMER agrees to allow INTRINSIX to publicize the CUSTOMER name, logo, and end-product of the services in INTRINSIX marketing efforts following the conclusion of services for CUSTOMER.

7. INVENTIONS, DISCOVERIES AND IMPROVEMENTS

- (A) *Background Technology*: INTRINSIX reserves all rights, title and interest in any of its previously developed, or concurrently improved, intellectual property ("Background Technology") and any other intellectual property that the parties separately agree that Intrinsix may provide as a means of providing the Services under this agreement. Some of that intellectual property will be incorporated ("Incorporated Background Technology") within the Deliverables to CUSTOMER and some will be utilized only during the course of development ("Unincorporated Background

Technology") of the Deliverables. All intellectual property generated hereunder which is not INTRINSIX Background Technology but which is incorporated within the Deliverables specified in Appendix A or the applicable Statement of Work will be considered the results of Work Made for Hire and as such will be fully owned by CUSTOMER. Notwithstanding any of the foregoing, INTRINSIX Intellectual Property which pre-dates the start of this agreement will remain INTRINSIX property in full.

- (B) The Unincorporated Background Technology includes, but is not limited to, Intrinsix-provided design environments, source code control systems, bug tracking systems, collaboration systems, makefiles, regression and synthesis scripts, verification environments including the test suites for commonly utilized interfaces, commonly found design, verification and/or software components, model or verification code generators and/or translators for any or all of the above, regardless of whether these items were developed or improved during the course of this design engagement. This includes any ideas, methods, inventions, designs and improvements relating generally to ASIC design or verification. Intrinsix hereby grants the Customer a fully paid, non-exclusive, perpetual, royalty-free license to use the Intrinsix provided environments and tools solely in concert with projects for which Intrinsix has been contracted to provide design or verification services.
- (C) The Incorporated Background Technology will be delivered to CUSTOMER as part of its Deliverables and will be listed in the applicable Statement of Work. Intrinsix hereby grants the Customer a fully paid, non-exclusive, perpetual, royalty-free license to use, modify, and resell as part of its intellectual property the Incorporated Background Technology. Notwithstanding anything to the contrary contained in the foregoing, CUSTOMER agrees that it will not sublicense, sell, use or transfer the Incorporated Background Technology on a stand-alone basis. Any Incorporated Background Technology provided to Customer which is subject to further limitations in use, price, and other restrictions will either be listed in Appendix B with such restrictions or will be listed in Appendix B and will be covered under a separate and superseding license agreement to be negotiated between INTRINSIX and CUSTOMER as warranted.
- (D) Work Made for Hire: For all intellectual property generated hereunder which is not INTRINSIX Background Technology, INTRINSIX and its employees shall promptly make full disclosure, delivery, and transfer to CUSTOMER, and it does herewith assign to CUSTOMER its right, title, and interest in and to any and all ideas, methods, inventions, designs, and improvements, whether or not patentable, originating with, conceived, acquired or developed by INTRINSIX or its employees, solely or jointly with others; in connection with the performance of Services for CUSTOMER under this Agreement, and including the Deliverables but excluding any INTRINSIX Background Technology.

8. REPORTS

- (A) INTRINSIX agrees that it shall, weekly, during the term of this Agreement or any extension thereof keep CUSTOMER advised as to INTRINSIX's progress in performing the Services hereunder, and that it shall, as requested by CUSTOMER, prepare written reports with respect thereto (including time sheets).
- (B) CUSTOMER agrees that it is responsible for monitoring the progress of the work specified within this contract. Should CUSTOMER or its agents, either in writing or verbally, request INTRINSIX to change the scope of the work or engage in engineering activities outside the scope of the work specified herein, the additional work shall constitute a change in scope of the project. INTRINSIX shall invoice for all additional work at either the rates specified in Appendix A or as otherwise specified and mutually agreed to in writing. All additional work shall be subject to the payment terms specified within this contract.

9. CONFLICTING OBLIGATIONS

INTRINSIX certifies that it has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude INTRINSIX from complying with the provisions hereof, including the provisions of Article 4, 5, 6, and 7 hereof and further certifies that it shall not enter into any such conflicting Agreement during the term of this Agreement. However, nothing herein shall restrict INTRINSIX from its business of design services in general.

10. TERMINATION AND MODIFICATION OF SERVICES

(A) Either party may terminate this Agreement for convenience upon giving not less than thirty (30) days written notice thereof to the other party (per Article 11.) Upon such termination, all rights and duties of the parties toward each other shall cease, except:

- i. Should CUSTOMER terminate for convenience, CUSTOMER shall be obligated to pay, within thirty (30) days of the effective date of termination:
 - a. All amounts owed to INTRINSIX for unpaid Services, travel and Service expenses in accordance with the provisions of Article 2 hereof if applicable; and
 - b. If CUSTOMER terminates for convenience or requests a modification of work that would lower the level of effort being supplied under this contract, CUSTOMER will supply not less than thirty (30) days notice of that modification and shall be required to pay the minimum weekly fees (40 hours/week at rate set in Appendix A.) during the notice period regardless of actual work provided by INTRINSIX under the modified work request. INTRINSIX shall, however, continue to supply work as required during the notice period.
- ii. Should INTRINSIX terminate for convenience, CUSTOMER shall be obligated to pay, within thirty (30) days of the effective date of termination:
 - a. All amounts owed to INTRINSIX for unpaid Services, travel and Service expenses in accordance with the provisions of Article 2 hereof if applicable; and
 - b. All amounts due for invoiced milestones and efforts, if CUSTOMER has approved such milestones by the time INTRINSIX has indicated it has completed its work.
- iii. INTRINSIX obligations to comply with the provisions of Articles 4, 5, 6, 7, 8 and 9 and INTRINSIX's further obligation to deliver possession and title to any and all work-in-process arising out of Services performed during the life of this Agreement, shall survive any termination of this Agreement.
- iv. During the notice period, INTRINSIX shall continue to supply work as required to complete any milestones outstanding and as directed by CUSTOMER.

(B) If CUSTOMER fails to make payments as specified in Article 2(C), INTRINSIX reserves the right to terminate this contract immediately, with no notice period. CUSTOMER will be fully responsible for payments for all work up to the termination date including full milestone or progress payments due for outstanding invoices on completion of current work as well as the next full milestone payment regardless of completion progress. Should CUSTOMER fail to make all payments within ninety (90) days of the last day of INTRINSIX effort, INTRINSIX and CUSTOMER agree to give INTRINSIX a worldwide, perpetual license to all work product, intellectual property, and improvements developed under this contract. CUSTOMER will also continue to be responsible for all payments, fees, and charges per Article 2.

(C) If INTRINSIX defaults in the performance of any obligation related to this Agreement, and fails to cure such default within fifteen (15) days after written notice from CUSTOMER of the default, then CUSTOMER shall have the right to terminate this Agreement by giving written notice. INTRINSIX obligations to comply with the provisions of Articles 4, 5, 6, 7, 8 and 9 and INTRINSIX's further obligation to deliver possession and title to any and all work completed or work in process arising out of Services performed during the life of this Agreement, shall survive any termination of this Agreement under this Section.

11. NOTICES

Any written notices shall be addressed as follows:

If to CUSTOMER:

Semitrex, LLC
Semitrex Technology Center
1701 South Carson Avenue
Tulsa, OK 74119

Attention: Michael H. Freeman, CEO

If to INTRINSIX:

Intrinsic Corp.
100 Campus Drive
Marlborough, MA 01752

Attention: Jim Cobas

INTRINSIX

or such other address as either party may notify the other of, in accordance with this Article. All such notices shall be delivered in person, mailed by first class mail, postage prepaid (registered or certified to the extent available, and airmail, if overseas), couriered overnight, or sent by telecopy to the party to receive the notice. All such notices shall be effective upon receipt.

12. INDEPENDENT CONTRACTOR

Nothing in this Agreement shall in any way be construed to constitute INTRINSIX the agent, employee or representative of CUSTOMER, but INTRINSIX shall perform its Services hereunder as an independent contractor. It shall not have the power to bind CUSTOMER in any capacity.

13. DIRECT HIRE CLAUSE

CUSTOMER agrees that for the period beginning with signature date and ending one (1) year after the date of the completion of services under this agreement, CUSTOMER shall not initiate the solicitation for employment nor employ directly or indirectly, any INTRINSIX employees or consultants who are involved in the performance of services under this agreement. CUSTOMER shall be permitted to employ such person, directly or indirectly, prior to the expiration of such one (1) year period, upon paying to INTRINSIX the amount of

During the term of the provision of Services hereunder and for a period of 6 months after completion thereof, INTRINSIX both agree that INTRINSIX will not either directly or indirectly, solicit for employment (either direct or indirect) or any such other similar relationship, any employee or contractor of the Semitrex.

14. LIMITATION OF LIABILITY

The total liability of INTRINSIX to CUSTOMER (for all costs and fees, and regardless of the legal theory under which such liability is imposed) shall not exceed an aggregate limit of the invoices paid to INTRINSIX within the most recent 12 months.

15. MISCELLANEOUS

The law of the Commonwealth of Massachusetts shall govern interpretation and performance of this Agreement. This Agreement constitutes the entire Agreement between the parties related to its subject matter. It supersedes all prior proposals, agreements, understandings, representations and conditions. It may not be changed or amended except by in writing, signed on behalf of both parties. If a court of competent jurisdiction finds any provision of this Agreement illegal, the parties shall, if possible, agree on a substituted similar provision, which they in good faith believe not to be illegal. The remaining portion thereof shall remain valid and effective for the term unless the provision found illegal goes to the essence of the Agreement.

This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The parties acknowledge and agree that this Agreement may be executed via facsimile (including computer-scanned or other electronic reproduction of the actual signatures) and that delivery of a facsimile signature by electronic or physical means shall be effective to the same extent as delivery of an original signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

CUSTOMER: SEMITREX, LLC

INTRINSIX:

Signature

Signature

Michael H. Frauman
Print Name

John Boes
Print Name

Title CEO

Title CEO

PATENT

REEL: 040210 FRAME: 0914

3-28-15

Date

3-28-13

Date