

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4226024

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOHN R. JOSEPH	02/02/2015
RECEIVING PARTY DATA	
Name:	TRILUMINA CORP.
Street Address:	800 BRADBURY DRIVE SE
Internal Address:	SUITE 116
City:	ALBUQUERQUE
State/Country:	NEW MEXICO
Postal Code:	87106
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15133094
CORRESPONDENCE DATA	
Fax Number:	(215)568-3439
<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:	215-568-3100
Email:	patents@bakerlaw.com
Correspondent Name:	BAKER & HOSTETLER LLP
Address Line 1:	CIRA CENTRE 12TH FLOOR
Address Line 2:	2929 ARCH STREET
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19104-2891
ATTORNEY DOCKET NUMBER:	101514.000039
NAME OF SUBMITTER:	HEATHER LUNCEFORD
SIGNATURE:	/Heather Lunceford/
DATE SIGNED:	01/13/2017
Total Attachments: 14	
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TRILUMINA CORP.

CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT

Name: John Joseph ("Employee")

Effective Date: 2/2/2015

As a condition of becoming employed (or your relationship being continued) by TriLumina Corp., a Nevada corporation, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "Company"), and in consideration of Employee's relationship with the Company and receipt of the compensation now and hereafter paid by the Company, Employee agrees to the following:

1. **Relationship.** This Confidential Information and Invention Assignment Agreement (this "Agreement") will apply to Employee's employment relationship with the Company. If that relationship ends and the Company, within a year thereafter, either employs Employee or re-engages Employee as an employee, this Agreement will also apply to such later employment or consulting relationship, unless the parties hereto otherwise agree in writing. Any such employment or employment relationship between the parties hereto, whether commenced prior to, upon or after the date of this Agreement, is referred to herein as the "Relationship."

2. **Duties.** Employee will perform for the Company such duties as may be required pursuant to Employee's agreement (or continuing at-will employment arrangement) with the Company entered into on or about the date hereof to provide various services to the Company (the "Employment Agreement"). The services to be rendered by Employee under the Employment Agreement are referred to herein as the "Services" and this Agreement is intended to supplement and form an integral part of the Employment Agreement or relationship. In the event of any conflict between provisions of this Agreement and the Employment Agreement, this Agreement shall govern.

3. **Confidential Information.**

(a) **Protection of Information.** Employee understands that during the Relationship, the Company intends to provide Employee with information, including Confidential Information (as defined below), without which Employee would not be able to perform Employee's duties to the Company. Employee agrees, at all times during the term of the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform the Services, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that Employee obtains from the Company or otherwise obtains, accesses or creates in connection with, or as a result of, the Services during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Employee or of others who were under confidentiality obligations as to the item or items

involved. Employee further agrees not to make copies of such Confidential Information except as authorized by the Company.

(b) **Confidential Information.** Employee understands that "Confidential Information" means information and physical material not generally known or available outside the Company and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation: (i) Company Inventions (as defined below); and (ii) technical data, trade secrets, know-how, research, product or service ideas or plans, software codes and designs, algorithms, developments, inventions, patent applications, laboratory notebooks, processes, formulas, techniques, biological materials, mask works, engineering designs and drawings, hardware configuration information, agreements with third parties, lists of, or information relating to, employees and Employees of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and Employees), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom Employee called or with whom Employee became acquainted during the Relationship), price lists, pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Employee by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

(c) **Third Party Information.** Employee's agreements in this Section 3 are intended to be for the benefit of the Company and any third party that has entrusted information or physical material to the Company in confidence. Employee further agrees that, during the term of the Relationship and thereafter, Employee will not improperly use or disclose to the Company any confidential, proprietary or secret information of my former employer(s) or any other person, and Employee agrees not to bring any such information onto the Company's property or place of business.

(d) **Other Rights.** This Agreement is intended to supplement, and not to supersede, any rights the Company may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

4. **Ownership of Inventions.**

(a) **Inventions Retained and Licensed.** Employee has attached hereto, as Exhibit A, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date: (i) Employee made, and/or (ii) belong solely to Employee or belong to Employee jointly with others or in which Employee has an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, Employee represents that there are no such Inventions at the time of signing this Agreement, and to the extent such Inventions do exist and are not listed on Exhibit A, Employee hereby forever waives any and all rights or claims of ownership to such Inventions. Employee understands that Employee's listing of any Inventions on Exhibit A does not constitute an acknowledgement by the Company of the existence or extent of such Inventions, nor of Employee's ownership of such Inventions. Employee further understands that Employee must

receive the formal approval of the Company before commencing my Relationship with the Company.

(b) Use or Incorporation of Inventions. If in the course of the Relationship, Employee uses or incorporates into a product, service, process or machine any Invention not covered by Section 4(d) of this Agreement in which Employee has an interest, Employee will promptly so inform the Company in writing. Whether or not Employee gives such notice, Employee hereby irrevocably grants to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute such Invention under all applicable intellectual property laws without restriction of any kind.

(c) Inventions. Employee understands that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. Employee understands this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. Employee understands that "Company Inventions" means any and all Inventions that Employee or Employee's personnel may solely or jointly author, discover, develop, conceive, or reduce to practice in connection with, or as a result of, the Services performed for the Company, except as otherwise provided in Section 4(g) below.

(d) Assignment of Company Inventions. Employee agrees that Employee will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assigns to the Company, or its designee, all Employee's right, title and interest throughout the world in and to any and all Company Inventions and all patent, copyright, trademark, trade secret and other intellectual property rights therein. Employee hereby waives and irrevocably quitclaims to the Company or its designee any and all claims, of any nature whatsoever, that Employee now has or may hereafter have for infringement of any and all Company Inventions. Any assignment of Company Inventions includes all rights of attribution, paternity, integrity, modification, disclosure and withdrawal, and any other rights throughout the world that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively, "Moral Rights"). To the extent that Moral Rights cannot be assigned under applicable law, Employee hereby waives and agrees not to enforce any and all Moral Rights, including, without limitation, any limitation on subsequent modification, to the extent permitted under applicable law.

(e) Maintenance of Records. Employee agrees to keep and maintain adequate and current written records of all Company Inventions made or conceived by Employee or Employee's personnel (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. Employee agrees not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of

furthering the Company's business. Employee agrees to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Sections 5 and 6.

(f) **Patent and Copyright Rights.** Employee agrees to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, Moral Rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordings, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive and agree never to assert such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Employee further agrees that Employee's obligation to execute or cause to be executed, when it is in Employee's power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to expire in any country of the world. Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by Employee's subsequent incapacity.

(g) **Exception to Assignments.** Subject to the requirements of applicable state law, if any, Employee understands that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any. In order to assist in the determination of which inventions qualify for such exclusion, Employee will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by Employee or Employee's personnel in connection with, or as a result of, the Services performed for the Company during the period of the Relationship.

5. **Company Property; Returning Company Documents.** Employee acknowledges and agrees that Employee has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, files, e-mail messages, and voice messages) and that Employee's activity and any files or messages on or using any of those systems may be monitored or reviewed at any time without notice. Employee further agrees that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Employee agrees that, at the time of termination of the Relationship, Employee will deliver to the Company (and will not keep in Employee's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence,

specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by Employee or Employee's personnel pursuant to the Relationship or otherwise belonging to the Company, its successors or assigns.

6. **Termination Certification.** In the event of the termination of the Relationship, Employee agrees to sign and deliver the "Termination Certification" attached hereto as Exhibit B; however, Employee's failure to sign and deliver the Termination Certification shall in no way diminish Employee's continuing obligations under this Agreement.

7. **Notice to Third Parties.** Employee agrees that during the periods of time during which Employee is restricted in taking certain actions by the terms of this Agreement (the "Restriction Period"), Employee shall inform any entity or person with whom Employee may seek to enter into a business relationship (whether as an owner, employee, independent contractor, or otherwise) of Employee's contractual obligations under this Agreement. Employee also understands and agrees that the Company may, with or without prior notice to Employee and during or after the term of the Relationship, notify third parties of Employee's agreements and obligations under this Agreement. Employee further agrees that, upon written request by the Company, Employee will respond to the Company in writing regarding the status of Employee's engagement or proposed engagement with any party during the Restriction Period.

8. **Solicitation of Employees, Employees and Other Parties.** As described above, Employee acknowledges and agrees that the Company's Confidential Information includes information relating to the Company's employees, Employees, customers and others, and that Employee will not use or disclose such Confidential Information except as authorized by the Company. Employee further agrees as follows:

(a) **Employees, Employees.** Employee agrees that during the term of the Relationship, and for a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, Employee shall not, directly or indirectly, solicit, induce, recruit or encourage any of the Company's employees or Employees to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or Employees of the Company, either for Employee or for any other person or entity.

(b) **Other Parties.** Employee agrees that during the term of the Relationship, Employee will not negatively influence any of the Company's clients, licensors, licensees or customers from purchasing Company products or services or solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. In addition, Employee acknowledges that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which Employee will have access during the term of the Relationship. Employee understands that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months immediately following the termination of the Relationship for any reason, whether with or without cause, Employee solicits

or influences or attempts to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

9. **No Change to Duration of Relationship.** Employee understands and acknowledges that this Agreement does not alter, amend or expand upon any rights Employee may have to continue in the employment relationship with, or in the duration of Employee's employment relationship with, the Company under any existing agreements between the Company and Employee, including without limitation the Employment Agreement, or under applicable law.

10. **Representations and Covenants.**

(a) **Facilitation of Agreement.** Employee agrees to execute promptly, both during and after the end of the Relationship, any proper oath, and to verify any proper document, required to carry out the terms of this Agreement, upon the Company's written request to do so.

(b) **No Conflicts.** Employee represents that Employee's performance of all the terms of this Agreement does not and will not breach any agreement Employee has entered into, or will enter into, with any third party, including without limitation any agreement to keep in confidence proprietary information or materials acquired by Employee in confidence or in trust prior to or during the Relationship. Employee will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Employee will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party. Employee acknowledges and agrees that Employee has listed on Exhibit C all agreements (e.g. non-competition agreements, non-solicitation of customers agreements, non-solicitation of employees agreements, confidentiality agreements, inventions agreements, etc.), if any, with a current or former client, employer, or any other person or entity, that may restrict Employee's ability to perform services for the Company or Employee's ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict Employee's ability to perform Employee's duties for the Company or any obligation Employee may have to the Company. Employee agrees not to enter into any written or oral agreement that conflicts with the provisions of this Agreement.

Employee further represents that Employee does not presently perform or intend to perform, during the term of the Employment Agreement, consulting or other services for, and Employee is not presently employed by and has no intention of being employed by, companies whose businesses or proposed businesses in any way involve products or services that would be competitive with the Company's products or services, or those products or services proposed or in development by the Company during the term of the Employment Agreement (except for those companies, if any, listed on Exhibit C attached hereto). If, however, Employee decides to do so, Employee agrees that, in advance of accepting such employment or agreeing to perform such services, Employee will promptly notify the Company in writing, specifying the organization to which Employee proposes to render services, and provide information sufficient

to allow the Company to determine if such work would conflict with the interests of the Company.

(c) Voluntary Execution. Employee certifies and acknowledges that Employee has carefully read all of the provisions of this Agreement, that Employee understands and has voluntarily accepted such provisions, and that Employee will fully and faithfully comply with such provisions.

11. Electronic Delivery. Nothing herein is intended to imply a right to participate in any of the Company's equity incentive plans, however, if Employee does participate in such plan(s), the Company may, in its sole discretion, decide to deliver any documents related to Employee's participation in the Company's equity incentive plan(s) by electronic means or to request Employee's consent to participate in such plan(s) by electronic means. Employee hereby consents to receive such documents by electronic delivery and agrees, if applicable, to participate in such plan(s) through an on-line or electronic system established and maintained by the Company or a third party designated by the Company.

12. Miscellaneous.

(a) Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of New Mexico, without giving effect to the principles of conflict of laws.

(b) Entire Agreement. Except as described in Section 2, this Agreement sets forth the entire agreement and understanding between the Company and Employee relating to its subject matter and merges all prior discussions between the parties to this Agreement. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. The Company shall not be deemed hereby to have waived any rights or remedies it may have in law or equity, nor to have given any authorizations or waived any of its rights under this Agreement, unless, and only to the extent, it does so by a specific writing signed by a duly authorized officer of the Company. Any subsequent change or changes in Employee's duties, obligations, rights or compensation will not affect the validity or scope of this Agreement.

(c) Successors and Assigns. This Agreement will be binding upon Employee's successors and assigns, and will be for the benefit of the Company, its successors, and its assigns.

(d) Notices. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page, as subsequently modified by written notice, or if no address is specified on the signature page, at the most recent address set forth in the Company's books and records.

(e) Severability. If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be

enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected. The Company and Employee have attempted to limit Employee's right to use, maintain and disclose the Company's Confidential Information, and to limit Employee's right to solicit employees and customers only to the extent necessary to protect the Company from unfair competition. Should a court of competent jurisdiction determine that the scope of the covenants contained in Section 8 exceeds the maximum restrictiveness such court deems reasonable and enforceable, the parties intend that the court should reform, modify and enforce the provision to such narrower scope as it determines to be reasonable and enforceable under the circumstances existing at that time. In the event that any court or government agency of competent jurisdiction determines that, notwithstanding the terms of the Employment Agreement specifying Employee's Relationship with the Company as that of an independent contractor, Employee's provision of services to the Company is not as an independent contractor but instead as an employee under the applicable laws, then solely to the extent that such determination is applicable, references in this Agreement to the Relationship between Employee and the Company shall be interpreted to include an employment relationship, and this Agreement shall not be invalid and unenforceable but shall be read to the fullest extent as may be valid and enforceable under the applicable laws to carry out the intent and purpose of the Agreement.

(f) Remedies. Employee acknowledges and agrees that violation of this Agreement by Employee may cause the Company irreparable harm, and therefore Employee agrees that the Company will be entitled to seek extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security (or, where such a bond or security is required, Employee agrees that a \$1,000 bond will be adequate), in addition to and without prejudice to any other rights or remedies that the Company may have for a breach of this Agreement.

(g) Advice of Counsel. EMPLOYEE ACKNOWLEDGES THAT, IN EXECUTING THIS AGREEMENT, EMPLOYEE HAS HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND EMPLOYEE HAS READ AND UNDERSTANDS ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION HEREOF.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

Signature Page Follows

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

THE COMPANY:

TRILUMINA CORP.

By: Kirk Otis
(Signature)

Name: Kirk Otis

Title: President and CEO

Address:

800 Bradbury Dr. SE, Suite 116

Albuquerque, NM 87106

United States

EMPLOYEE:

JOHN JOSEPH
(PRINT NAME)

[Signature]
(Signature)

Address:

14300 Piedras Rd NE

Albuquerque NM 87123

Email: John@trilumina.com

EXHIBIT A


**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 4(a)**

The following is a list of all Inventions that, as of the Effective Date: (A) Employee made, and/or (B) belong solely to Employee or belong to Employee jointly with others or in which Employee has an interest, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company:

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
Virtual Introduction to Extraordinary Worlds (VIEW)	2009	An virtual environment and monitor interface which allows real time motion to interact with Virtual 3D environments
Network for integration of security, information, and entertainment with logic controls	2009	Home security network controlled by interactive convenient controls
Inert gas refrigeration	2008	A technique to use N ₂ in Refrigerators by pulling vacuum and back filing with N ₂
Wavelength Processing of Telescopic images	2003	Using image intensifiers with wavelength filters to process multi wavelength images to higher resolution and brightness
Method for Bonding on Polyimide surfaces	1998	Placing rigid layers on Polyimide for better bonding and adhesion
Electron Beam/Optical Lithographic Resist	1987	Hybrid technique to process bond pads with electron beam writing of fine lines

Except as indicated above on this exhibit, Employee has no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement.

____ Additional sheets attached

Signature of Employee: 

Print Name of Employee: JOHN JOSEPH

Date: 2/2/2015

EXHIBIT B

TERMINATION CERTIFICATION

This is to certify that Employee does not have in Employee's possession, nor has Employee failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to TriLumina Corp., a Nevada corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

Employee further certifies that Employee has complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by Employee, including the reporting of any Inventions (as defined therein), conceived or made by Employee or Employee's personnel (solely or jointly with others) covered by that agreement, and Employee acknowledges Employee's continuing obligations under that agreement.

Employee further agrees that, in compliance with the Confidential Information and Invention Assignment Agreement, Employee will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, Employees or licensees.

Employee further agrees that for twelve (12) months from the date of this Certification, Employee shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or Employees to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or Employees of the Company, either for Employee or for any other person or entity.

Further, Employee agrees that Employee shall not use any Confidential Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Further, Employee acknowledges that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which Employee has had access. Employee understands that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months from the date of this Certification, Employee solicits or influences or attempts to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any

purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.

Date:

EMPLOYEE:

.....
(Print Employee's Name)

.....
(Signature)

EXHIBIT C

LIST OF COMPANIES
EXCLUDED UNDER SECTION 10(b)

opti comp	2007	patent	and	employee	agreements
Novelux	2000	"	"	"	"
Lytek	2002	"	"	"	"
Sandia NL	1989	"	"	"	"
Los Alamos NL	1994	"	"	"	"

Some Novelux patents may have information which I am not aware and could be a source of conflict. I will do my best to develop patents without conflict.

___ No conflicts

___ No agreements under Section 10(b)

___ Additional sheets attached

Signature of Employee: John Joseph

Print Name of Employee: John Joseph

Date: 2/2/2015

writing patents involve conjecture and innovation based on concepts which are familiar because of experience prior to employment. I can say I will create patents without conflict to the best of my knowledge but can not guarantee conflicts do not exist.

PATENT