

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT4499790

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
WILLIAM JACOB KOZLOWSKI JR	03/06/2013
RECEIVING PARTY DATA	
Name:	WIREPATH HOME SYSTEMS, LLC D/B/A SNAPAV
Street Address:	1800 CONTINENTAL BOULEVARD
Internal Address:	SUITE 200
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28273
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15046128
CORRESPONDENCE DATA	
Fax Number:	(919)854-1401
<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:	919 854 1400
Email:	cgregory@myersbigel.com
Correspondent Name:	MYERS BIGEL, P. A.
Address Line 1:	PO BOX 37428
Address Line 4:	RALEIGH, NORTH CAROLINA 27627
ATTORNEY DOCKET NUMBER:	9935-8IP
NAME OF SUBMITTER:	CAREY GREGORY
SIGNATURE:	/cbg/
DATE SIGNED:	07/12/2017
Total Attachments: 3	
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WIREPATH HOME SYSTEMS, LLC

CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT

I, WILLIAM JACOB KOZLOWSKI, JR, agree as of the 6th day of March, 2013 to be bound by this Confidentiality and Inventions Assignment Agreement (the "Agreement"), which is in favor of WirePath Home Systems, LLC, a North Carolina limited liability company (also doing business as Snap AV) (hereinafter referred to as "Snap") as follows:

1. BACKGROUND

Snap is engaged in the business of designing, manufacturing and selling cables, mounts, speakers, home theater furniture, film screens, and accessories. As consideration for Snap to employ, engage, or to continue to employ or engage me, I have agreed to execute this Agreement. I further understand that the provisions of this Agreement are necessary to protect Snap's legitimate and protectable business interests and to protect Snap's confidential and proprietary information, intellectual property, and other assets.

2. CONFIDENTIAL AND PROPRIETARY INFORMATION

2.1 Duty to Maintain Confidentiality. During the course of my employment, continued employment or engagement with Snap, Snap may disclose to me (intentionally or inadvertently), or I may otherwise obtain, confidential and proprietary information belonging to Snap. I agree that I shall maintain all Confidential Information (as defined below) in strict confidence, and I shall use the Confidential Information only for legitimate business purposes for the benefit of (and expressly as authorized by) Snap. In addition, except to the extent required to carry out my assigned duties with Snap, I will not copy any part of the Confidential Information or disclose any part of the Confidential Information to any person or entity.

2.2 Definition of Confidential Information. For purposes of this Agreement, "Confidential Information" means confidential and proprietary business or technical information furnished to or obtained by me during the course of my employment with or engagement by Snap (including, without limitation, information created, discovered, developed or made known by me), whether such information is oral, written, pictorial or in the form of computer data. Such Confidential Information includes, without limitation, any designs, inventions (whether patentable or not), ideas, concepts, business plans, projections, customer lists and information, financial information, sales files, processes, prototypes, formulae, manufacturing information, compositions, drawings, specifications, samples, computer software, techniques, discoveries, know-how, research and development and trade secrets. Confidential Information shall not include information that is generally known and in the public domain. If I am already employed by Snap at the time I sign this Agreement, Confidential Information also includes any such information that I have already learned or developed during the course of my employment with Snap.

2.3 Return of Documents. I understand and agree that all Confidential Information that comes into my possession while I am employed with or engaged by Snap, whether prepared by me or others, is and will remain the property of Snap. I further agree that I will return upon Snap's request at any time (and, in any event, prior to the last day that my employment with or engagement by Snap ends) all documents, written material, information, products, devices and other property belonging to Snap, as well as all documents and other materials of any kind that constitute or contain any Confidential Information, in my possession or control, regardless of how stored or maintained, including all originals, copies and compilations and all information stored or maintained on computer, tapes, discs or any other form of technology.

2.4 Duration of Confidentiality Obligation. The obligations under this Section 2 shall remain in full force and effect throughout the duration of my employment with or engagement by Snap and, with respect to any particular Confidential Information, for as long as the information remains Confidential Information, after my employment with or engagement by Snap ends or such other periods as Snap may specifically agree with customers, vendors and other third parties regarding the non-disclosure of confidential information shared or provided by such entities with Snap.

3. DISCLOSURE AND ASSIGNMENT OF INVENTIONS

3.1 Disclosure of Inventions. I agree that I will promptly disclose to Snap, or any persons designated by it, all Inventions. For the purpose of this Agreement, "Inventions" means all discoveries, developments, ideas, works of authorship, concepts, images (including, without limitation, images and video recordings of me and/or recordings of my voice, whether used in advertising or instructional materials or otherwise), trade secrets, processes, devices, machines, programs, hardware, computer software, firmware, test procedures, formula, data, know-how, improvements, modifications, designs, innovations, inventions, techniques, work plans, methodologies and plans, in each case, made or conceived or reduced to practice or discovered by me, either alone or jointly with others, during the period of my employment with or engagement by Snap (and with respect to subsection (f) below, after such employment) in which any one or more of the following is true: (a) equipment, supplies, facilities, funds, contractors, employees, information, or other resources of Snap were used; (b) it was conceived or developed in whole or in part during work hours or on the premises of Snap after work hours; (c) it relates to or is useful in whole or in part to the business of Snap; (d) it relates to or is useful in whole or in part to Snap's actual or demonstrably anticipated research or development or a reasonable or

contemplated expansion thereof; (e) it results in whole or in part from any work performed by me for Snap; or (f) it is based upon or related to trade secrets or other Confidential Information of Snap that I had access to through my employment with or engagement by Snap.

3.2 Snap's Ownership of Inventions. Snap and I intend and agree that Snap and its assigns shall be the owner of all work and all tangible and intangible materials and products, including Inventions and any intellectual property rights associated therewith, in any way produced, developed, or created by me while employed with or engaged by Snap. I agree that all Inventions, and any intellectual property rights associated therewith, shall be the sole property of Snap and its assigns, and Snap and its assigns shall be sole owner of all patents, copyrights, trademarks, trade secrets and other intellectual property rights relating to such Inventions. I also hereby assign to Snap any such rights I may have or acquire in all such Inventions. Furthermore, I hereby waive any "right of publicity" I may have with respect to any and all images or video recordings of me or recordings of my voice used by Snap or its affiliates in advertising or instructional materials or otherwise and I shall not pursue any claim related thereto or any claim that seeks to prevent Snap or its affiliates from using such images or recordings or seeks compensation therefor.

3.3 Work for Hire. I agree that all "work for hire" as such term is defined by the copyright laws of the United States, prepared by me in the course of my employment with or engagement by Snap are expressly intended to be wholly owned, and all copyright rights to be held, by Snap. To the extent that any such copyrightable works may not, by operation of law, be works for hire, I agree to and hereby do assign to Snap or its designee ownership of all copyright rights in those works. Snap shall have the right to obtain and hold in its own name copyrights, registrations, and similar protection that may be available for those works.

3.4 Cooperation With Snap. I agree to assist Snap in every proper way to obtain and, from time to time, enforce patents, copyrights, trademarks, and other intellectual property rights related to the Inventions in any and all countries. My obligation to assist Snap in obtaining and enforcing patents, copyrights, trademarks, and other intellectual property rights for the Inventions in any and all countries requested by Snap shall continue beyond the end of my employment with or engagement by Snap, but Snap shall compensate me at a reasonable rate after such termination for time actually spent by me at Snap's request on such assistance. In addition, I agree that in the event that I am unable, unavailable or shall refuse to sign any lawful or necessary documents required in order for Snap to apply for and obtain patents, copyrights or trademarks with respect to any work performed by me (including applications or renewals, extensions, divisions, or continuations), I hereby irrevocably designate and appoint Snap and its duly authorized officers and agents, as applicable, as my agents and attorneys-in-fact to act for and in my behalf, and in my place and stead, to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights or trademarks with respect to such new developments with the same legal force and effect as if executed by me.

4. NON-SOLICITATION

4.1 Customers. I acknowledge that Snap has invested substantial resources in developing its network of customers and potential customers. Consequently, for a period of two years after the date of this Agreement, I will not, directly or indirectly, (i) induce or attempt to induce any customer, client, supplier, licensee or other business relation of Snap (the "Business Contacts"), including without limitation, those prospective customers and clients that have been contacted by Snap within the last twelve (12) months, to cease doing business with Snap, or in any way interfere with the contract or relationship between Snap and any Business Contact.

4.2 Employees. I acknowledge that Snap has invested substantial time and effort in assembling and training its present staff and contractors. Such personnel have gained knowledge of the business affairs, marketing, clients and methods of operation of Snap that include confidential information and trade secrets of Snap. Accordingly, for a period of two years after the date of this Agreement, I will not, directly or indirectly, at any time (i) solicit, encourage, entice or induce for employment any employee or contractor of Snap, (ii) take any action which results in the termination of employment or other arrangements between Snap and such employee or contractor or (iii) otherwise interfere with such employment or contractor relationship. For avoidance of doubt, the term "indirectly" in the preceding sentence shall include if any company in which I have an equity interest (including options or warrants thereto) or in which I am an officer engages in any of the conduct described in this section.

5. GENERAL PROVISIONS

5.1 Enforcement. I acknowledge that Snap would have no adequate remedy at law should I breach my obligations under this Agreement and agree that Snap shall be entitled to enforce its rights under this Agreement by obtaining appropriate equitable relief including a temporary restraining order and an injunction. No delay or failure by Snap in exercising any right under this Agreement shall be construed to be a waiver of that right nor of the right to assert a claim with respect to any future breach of this Agreement.

5.2 Effect of Invalidity. I understand and agree that every provision of this Agreement is severable from each other provision of this Agreement. I agree that if any part of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced, then such provision, with such modification as shall be required in order to render such provision not invalid, illegal or incapable of being enforced, shall remain in full force and effect, and all other provisions contained in this Agreement shall, nevertheless, remain in full force and effect to the fullest extent permissible by law.

5.3 Assignment. This Agreement may be assigned by Snap to, and shall inure to the benefit of Snap's successors and assigns, including but not limited to a purchaser of all or substantially all of Snap's assets. I understand that I shall not be entitled to assign this Agreement, in whole or in part, and any such attempted assignment shall be null and void and of no effect.

5.4 Entire Agreement and Modification. This Agreement is the entire agreement between the parties relating to this subject matter and supersedes all prior agreements and understandings, oral or written, between Snap and me with respect to the subject matter hereof and can only be modified by a writing signed by the party against whom enforcement is sought.

5.5 Governing Law. The execution, interpretation and performance of this Agreement shall be governed by the internal laws and judicial decisions of the State of North Carolina. In the event that either party to this Agreement commences a court action or other proceeding relating to or arising out of this Agreement, the parties agree and consent that any such action will be brought solely and exclusively in the state or federal courts located in, or serving, Mecklenburg County, North Carolina. Each party hereby irrevocably waives its right to bring any court action or proceeding against the other except in accordance with the preceding sentence and waives any claim of forum non conveniens in any suit, action or proceeding brought in any of the above-mentioned courts.

Dated: 3/6/13

W. Jake Kozlowski, Jr.
Signature of Employee/Contractor

W. Jake Kozlowski, Jr.
Employee/Contractor Name - Type or Print

WirePath Home Systems, LLC

Dated: 3/7/2013

[Signature]
By: CRAIG CRAIG
Title: CZO