

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4684096

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	SECURITY INTEREST	
CONVEYING PARTY DATA		
	Name	Execution Date
	GEORGE E ALLISS ALLI	01/10/2013
RECEIVING PARTY DATA		
Name:	TORVIAN INC.	
Street Address:	1000 N. KING STREET	
City:	WILLMINGTON	
State/Country:	DELAWARE	
Postal Code:	19801	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Patent Number:	8307558	
PCT Number:	US2008007204	
CORRESPONDENCE DATA		
Fax Number:	(910)585-9189	
<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:	9105859189	
Email:	george.alliss@gmail.com	
Correspondent Name:	GEORGE E ALLISS	
Address Line 1:	807 DOGWOOD DR	
Address Line 4:	FAIRMONT, NORTH CAROLINA 28340	
NAME OF SUBMITTER:	GEORGE E ALLISS	
SIGNATURE:	/gea/	
DATE SIGNED:	11/10/2017	
Total Attachments: 6		
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CONTRACT

THIS AGREEMENT effective as of October 1, 2013 between Torvian, Inc., a Delaware corporation having a principle place of business at 275 Lower Morrisville Road, Fallsington, PA 19054 , and George E. Alliss, 807 Dogwood Drive., Fairmont, NC 28340. For purposes of this agreement, the term "Torvian" shall mean Torvian Inc. and the term "Alliss" shall mean George E. Alliss.

NOW, THEREFORE, in consideration of the above recitals and the mutual promises and conditions contained in this agreement, the parties agree as follows:

1. Independent Subcontractor

1.1 Scope of Work: Alliss shall be considered as a Independent Contractor and shall retain sole and absolute discretion in the manner and means of carrying out his activities and responsibilities under this agreement. This agreement shall not be considered or construed to be a partnership or joint venture. Alliss shall perform R&D for discovering and creating new and or improvements of "Vegetation Cutting Tools" commonly referred to as a Weed Trimmer Cutting Head for Vegetation Cutting Machines and shall apply for letters of patents in US and Foreign after receiving positive results of a worldwide patent search performed upon approval of Torvian. Alliss to assist in sales and marketing and licensing of new patent technology.

1.2 Term: This agreement will remain in force and effect for full term of each patent application filed in Alliss name as inventor or co-inventor and for each letter patent that has or will issue in Alliss's name as inventor or co-inventor and of which has been assigned to Torvian by a instrument in writing. Under no circumstances shall this contract be terminated during the term of contract by either party or by his/her heirs and devisees of his/her estate unless "for good cause" including monthly services by Alliss.

1.3 Compensation: Alliss shall be paid \$6,000.00 monthly for services. Alliss to be reimbursed for any business expenses paid for by Alliss (i.e. lodging, travel etc.) In the event of Alliss death monthly compensation for service shall be terminated. Should Alliss or Torvian wish to terminate the service portion of this agreement, a (30) written notice shall be sent by certified mail.

1.4 Additional Compensation: Alliss shall be additionally compensated as follows: For having previously assigned 100% his patent ownership and rights to Torvian for US Patent(s) No. 6,581,292; No. 6,854,185; No. 7,412,768; No. 8,025,249 and No.8,307,558 and any and all corresponding foreign patents. Upon acceptance and signing of this agreement by both parties, Alliss agrees to assign to Torvian 100% of his ownership and patent rights to US Patent Application(s) No. 12/428,453; No. 13/149,867; No. 13/213,180 and No. 13/237,930 to include

any future "weed trimmer head inventions" that Alliss is named as the inventor or co-inventor for which a patent application(s) has been filed and letter of patent(s) issue during the term of this contract agreement.

Torvian agrees to pay Alliss during his lifetime and to his heirs and devisees of his estate thereafter , Twenty Five (25%) of "Gross Earnings" received by Torvian that are attributable to any and all US and Foreign letter patents that have been granted to include patent applications pending that have been duly assigned to Torvian. Alliss and or his heirs and devisees of his estate shall paid within (30) days from the end of each calendar quarter to include a "Gross Earnings" report (see Exhibit A) along with full payment of earned income revenues as described in Section 1.5 of this contract for the life of each patent application and patent(s) or until such each Letter Patent(s) term has expired or have been held to be wholly invalid or unenforceable by a court of competent jurisdiction.

In the event that both parties agree that taking legal action is necessary only after consulting with legal counsel that a individual/company is literally infringing upon patent claims and all efforts to negotiate a out of court settlement have failed. Alliss agrees to reimburse Torvian twenty five (25%) of the costs of legal fees incurred if the court does not award attorney fees to Torvian in the infringement lawsuit.

Torvian agrees to keep records in sufficient detail to verify all written reports and payments due Alliss or the heirs or devisees of his estate under this agreement. Torvian also agrees to allow Alliss's designated representative or the designated representative of Alliss's heirs or devisees to have access to such records and to audit the relevant operations of Torvian, on reasonable notice during normal business hours, to the extent reasonably required to verify compliance with this Agreement, including without limitation the accuracy of the records kept and the royalties paid pursuant to this Agreement, so long as such audit does not disrupt the normal business operations of Torvian. If such an audit shows that of Torvian has under reported and under paid proceeds due to Alliss or the heirs or devisees of his estate and the underpaid amount exceeds five percent (5%) of what was in fact is due, then Torvian shall reimburse Alliss or the heirs or devisees of his estate for the full cost of the audit.

1.5 Gross Earnings: For purpose of this agreement "Gross Earnings" (e.g. royalty fees patent licensing, sale or assignment of patent(s) etc.) shall include any and all monetary and equity proceeds, without limitation, received by Torvian that relate to any and all US & Foreign patent(s) granted and patent applications that Alliss has assigned to Torvian as described in Line Item 1.4 and 2.2 of this agreement.

2. Confidential Information, Trade Secrets and Copy Rights

2.1 Alliss also agrees that he shall not, during or after the period of his contractual relationship with Torvian use for himself or others, or divulge to others, any secret or confidential information, knowledge or data of Torvian obtained as a result of his contractual relationship with Torvian unless authorized in writing by Torvian.

2.2 Alliss may have developed, will develop, assisted in or will assist in the development of works of authorship as defined in the copyright Act of 1976, 17 U.S.C. Section 102. Any original work of authorship fixed in any tangible medium of expression which Alliss has created during the term of agreement shall be considered the property owned by Torvian.

3. Miscellaneous

3.1 Assignment of Contract Neither this agreement nor any of the rights, interests or obligations under this agreement shall be assigned, in whole or in part, by operation of law or otherwise by either of the parties hereto without the prior written consent of the other party.

3.2 Containment Of Entire Agreement This agreement contains the entire agreement between the parties with respect to the subject matter. This contract is an independent document and supersedes any and all other agreements, either oral or in writing between the parties hereto. This agreement may not be considered as modified in any respect by any verbal statement made to Alliss by any employee, officer, shareholder or agent of Torvian or by any written document by any representative of Torvian, other than an officer thereof. No waiver, alteration, or modification of any of the provisions of this agreement will be binding unless made in writing and signed by the parties hereto. No waiver will be implied or continuing.

3.3 Heirs or Devisees In the event of Alliss's death, his heirs or devisees agree to assign by a instrument in writing to Torvian for patent application(s) listed in Line Item 1.4 and copyrights per Line Item 2.2. of this agreement and future patent application(s) and or patent(s) that may issue. In the event of Alliss's death Torvian shall be responsible for filing any all patent application(s) on Alliss inventions both in US and Foreign which may have not yet been filed for "weed trimmer head inventions" conceived by Alliss. Alliss heirs or devisees of Alliss estate agrees to sign any and all papers, take all lawful oaths and do all lawful acts required in or concerning such patent pending applications as described in Line Item 1.4 or copyrights per Line Item 2.2. of agreement to include patent applications for inventions that had not yet been filed by Alliss but have been disclosed to Torvian.

3.4 Representation Each party of this agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party hereto, or anyone acting on behalf of any party hereto, which are not embodied herein, and that no other agreement, statement or promise not contained in this agreement shall be valid or binding. Any modification of this agreement shall be effective only if it is in writing, signed and dated by all parties hereto.

3.5 Partial Invalidity If any provision of this agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

3.6 Continuing Effects Alliss obligations regarding trade secrets and confidential information shall continue in effect beyond the period of the relationship as stated above, and said obligation shall be binding upon Alliss spouse, affiliates, heirs or devisees, executors, administrators, or other legal representative(s).

3.7 Modifications This agreement shall not be modified only by both parties agreement to make a amendment and or by their authorized affiliate, heirs or devisees, executors, administrators, or other legal representative by a instrument in writing for a modification which is sought.

3.8 Breach of Contract: The parties expressly agree that in the event that a party that violates, defaults or fails to perform any of its respective covenants, obligations, agreements, representations or warranties contained within this agreement it will constitute as a breach of contract.

3.9 Drafting Ambiguities Each party to this agreement has reviewed and had the opportunity to revise this agreement. Each party to this agreement has had the opportunity to have legal counsel review and revise this agreement. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this agreement or of any amendments or exhibits to this agreement.

3.10 New Business: Torvian, shall provide Alliss and or his heirs or devisees of his estate a copy of any new business patent licensing contract(s) and or purchasing agreement(s) etc.

showing both parties signatures within seven (10) business days of a final closing date of any and all contractual business transactions. New business finalize and new business pending and in progress shall be included on quarterly income reports.

3.11 Patent Owner Performance Duties: Torvian agrees to use its best efforts to advertise, market, promote and license Torvian IP in order to maximize achieve the highest gross earning potential of patent(s) and patent applications that Alliss and or his heirs or devisees has assigned as described in Line Item 1.4 of the company's entire IP portfolio to the fullest extent.

3.12 Resolving Disputes If a dispute arises or relates to this contract, the parties agree that any claim or dispute relating to this agreement, or any other matters, disputes, or claims between us, shall be subject to non-binding mediation if agreed to by both parties within (30) days of either party making a request to the other by certified letter. Any such mediation will be held in the federal district in which the requesting party resides and shall be conducted according to the mediation rules of the National Arbitration Forum. In the event of litigation relation to the subject matter of this agreement, the non-prevailing party shall reimburse the prevailing party for all reasonable attorney fees and costs resulting there from.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates and in the capacities shown.

Torvian Inc.

By: 

Alex J. Phinn Jr.

Title: President

Date: 2-4-2014

By: 

George E. Alliss

Date: 2-4-2014

Torvian Inc. Quarterly Gross Earnings Report

1st _____ 2nd _____ 3rd _____ 4th _____

Year _____

COMPANY	INVOICE	INVOICE	DUE	DATE	NOTES/COMMENTS
Name	Date	Amount	Date	Paid	(new business accounts etc.)