

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
RICH THAIK	04/29/2009
RECEIVING PARTY DATA	
Name:	VELOCE TECHNOLOGIES, INC.
Street Address:	100 CHELMSFORD STREET
City:	LOWELL
State/Country:	MASSACHUSETTS
Postal Code:	01851
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14838778
CORRESPONDENCE DATA	
Fax Number:	(216)696-8731
<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>	
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Address Line 1:	57TH FLOOR, KEY TOWER
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ATTORNEY DOCKET NUMBER:	AMCCP267US_THAIK_VELOCE
NAME OF SUBMITTER:	GREGORY TUROCY
SIGNATURE:	/Greg Turocy/
DATE SIGNED:	10/26/2017
Total Attachments: 10	
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VELOCE TECHNOLOGIES, INC.

PROPRIETARY INFORMATION AND
INVENTIONS AGREEMENT

I acknowledge and understand that Veloce Technologies, Inc., is engaged in a continuous program of research, development and production with respect to its business.

I. DEFINITIONS.

I acknowledge and understand that:

1. Definitions for the capitalized terms used in this Proprietary Information And Inventions Agreement ("Agreement") shall have the meanings provided below. Where the context so indicates, a word in the singular form shall include the plural and vice-versa:
 - 1.1 "Company" as used herein, shall include Veloce Technologies, Inc., a Delaware corporation, and any subsidiary or affiliate of Veloce Technologies, Inc.
 - 1.2 "Inventions" as used herein, means all data, discoveries, designs, developments, formulae, ideas, improvements, inventions, know-how, processes, programs, databases, trade secrets and techniques, whether or not patentable or registerable under copyright, trademark or similar statutes, and all designs, trademarks and copyrightable works that I made or conceived or reduced to practice or learned, either alone or jointly with others, during the period of my employment which: (i) are related to or useful in the business of the Company or to the Company's actual or demonstrably anticipated research, design, development, experimental production, financing, manufacturing, licensing, distribution or marketing activity; or (ii) result from tasks assigned me by the Company; or (iii) result from the use of premises or equipment owned, leased or contracted for by the Company.
 - 1.3 "Proprietary Information" shall mean confidential information that has been created, discovered or developed, or has otherwise become known to the Company (including without limitation information created, discovered, developed or made known by or to me during the period of or arising out of my employment by the Company), and/or in which property rights have been assigned or otherwise conveyed to the Company, which information has commercial value in the business in which the Company is engaged. By way of illustration but not limitation, "Proprietary Information" includes: (i) inventions, knowledge, trade secrets, ideas, data, programs, works of authorship, know-how, improvements, discoveries, designs, techniques and sensitive information the Company receives from its customers or receives from a third party under obligation to keep confidential; (ii) technical information relating to the Company's existing and future products, including, where appropriate and without limitation, manufacturing techniques and procedures, production controls, software, firmware, information, patent disclosures, patent applications, development or experimental work, formulae, engineering or test data, product

specification and part lists, names of suppliers, structures, models, techniques, processes and apparatus relating to the same disclosed by the Company to me or obtained by me through observation or examination of information or developments; (iii) marketing information (including without limitation marketing strategies, customer names and requirements and products and services, prices, margins and costs); (iv) future product plans; (v) financial information provided to me by the Company; (vi) personnel information (including without limitation employee compensation); and (vii) other confidential business information.

II. ACKNOWLEDGEMENTS.

1. My employment creates a relationship of confidence and trust between the Company and me with respect to any information: (i) applicable to the business of the Company; or (ii) applicable to the business of any customer of the Company; or (iii) which the Company is under a contractual obligation to keep confidential which may be made known to me by the Company or by any customer of the Company, or learned by me through my employment with the Company.
2. The Company possesses and will continue to possess Proprietary Information.

III. AGREEMENT.

In consideration of my employment or continued employment by the Company, and the compensation now and hereafter paid to me, I hereby agree as follows:

1. Protection of Proprietary Information.

1.1 Property of the Company. All Proprietary Information shall be the sole property of the Company and its assigns or a third party, as applicable, and the Company and its assigns or such third party shall be the sole owner of all patents and other rights in connection with such Proprietary Information. I hereby irrevocably transfer and assign to the Company any rights I may have or acquire in any or all Proprietary Information. During the term of my employment by the Company and at all times thereafter, I will keep in confidence and trust all Proprietary Information, and I will not directly or indirectly disclose, sell, use, lecture upon or publish any Proprietary Information or anything relating to it without the written consent of the Company, except as may be necessary in the ordinary course of performing my duties as an employee of the Company. I will obtain the Company's written approval before publishing or submitting for publication any material that relates to my work at the Company or incorporates any Proprietary Information. My obligations regarding Proprietary Information shall continue until such time as the Proprietary Information is publicly known without fault on my part.

1.2 Property of Third Parties. I recognize that the Company has received and in the future will receive information from third parties, which is private or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. I agree, during the term of my employment and thereafter, to hold all such private or proprietary information

received from third parties in the strictest confidence and not to disclose or use it, except as necessary in carrying out my work for the Company consistent with the Company's agreement with such third party. My obligations regarding the private or proprietary information of third parties shall continue until such time as such private or proprietary information is publicly known without fault on my part.

2. Avoid Conflict of Interest. During the course of my employment, I shall inform the Company before accepting any employment, consulting or other relationship with another person or entity (i) in any field related to the Company's line of business, or (ii) in a position that requires a significant time commitment. Lack of objection by the Company regarding any particular outside activity does not in any way reduce my obligations under this Agreement.

3. Return of Materials. All apparatus, computers, computer files and media, data, documents, drawings, engineering log books, equipment, inventor notebooks, programs, prototypes, records, samples, equipment and other information and physical property, whether or not pertaining to or constituting Proprietary Information, furnished to me by the Company, or produced by myself or others in connection with my employment, shall be and remain the sole property of the Company and shall be returned promptly to the Company as and when requested by the Company. Should the Company not so request, I shall return and deliver all such property upon termination of my employment, and I will not take with me any such property or any reproduction of such property upon such termination. I further agree that any property situated on the Company's premises and owned by the Company, including computers, computer files, e-mail, voicemail, disks and other electronic storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without cause and with or without notice.

4. Non-Solicitation. I agree that, during the period of my employment and for a period of one (1) year following termination of my employment with the Company, I will not directly or indirectly, whether for my own account or for the account of any other individual, partnership, firm, corporation or other business organization (other than the Company): solicit, endeavor to entice away from the Company or its subsidiaries, or otherwise interfere with the relationship of the Company with any person who, to my knowledge, is employed by or otherwise engaged to perform services for the Company (including, but not limited to, any independent sales representative or organization) or who is, or was within the then most recent twelve-month period, a customer or client of the Company. The placement of any general classified or "help wanted" advertisements and/or general solicitations to the public at large will not constitute a violation of this Section 4 unless my name is contained in such advertisements or solicitations.

5. Inventions. I will promptly disclose in confidence to the Company, or to any persons designated by it, any and all inventions; such disclosure obligations shall continue for six (6) months after termination of my employment with respect to any and all inventions made, conceived, reduced to practice or learned by me before the termination of my employment.

6. Ownership and Protection of Inventions.

6.1 The Company owns Inventions. I agree that any and all inventions shall be the sole property of the Company and its assigns, and the Company and its assigns shall be

the sole owner of all patents, trademarks, copyrights and other rights in connection with Inventions.

6.2 Inventions Protection. I hereby irrevocably transfer and assign to the Company any rights I may have or acquire in Inventions. In addition, to the extent permitted by federal copyright law, the parties agree that any works resulting from my work under this Agreement shall be "works for hire" as defined in the federal copyright law. I hereby irrevocably transfer and assign to the Company all of my works of authorship and all worldwide copyrights, trademarks, patents, patent applications, trade secrets and other similar rights ("Intellectual Property Rights") in (i) such works to the extent such works result from my employment with the Company or are otherwise provided for under the terms of this Agreement and (ii) any Inventions. I further agree, as to any and all Inventions, to assist the Company in every proper way (but at the Company's expense) to obtain and from time to time enforce Intellectual Property Rights on Inventions in any and all countries. To that end, I will perform any further acts and execute and deliver all documents for use in applying for and obtaining such Intellectual Property Rights thereon and enforcing the same, as the Company may desire, together with any assignments of such protections to the Company or persons designated by it. My obligation to assist the Company in obtaining and enforcing Intellectual Property Rights on Inventions in any and all countries shall continue beyond the termination of my employment, but, after such termination, the Company shall compensate me at a reasonable rate for time actually spent by me at the Company's request on such assistance. I acknowledge that I may be unavailable when the Company needs to secure my signature for lawful and necessary documents required to apply for or execute any Intellectual Property Rights with respect to Inventions (including renewals, extensions, continuations, divisions or continuations in part of patent applications). Therefore, I irrevocably designate and appoint the Company and its duly authorized officers and agents, as my agents and attorneys-in-fact, to act for and in my behalf and instead of me, to execute and file any such application(s) and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyrights, trademarks and other protections on Inventions with the same legal force and effect as if executed by me. The Company shall also have the right to keep any and all Inventions as trade secrets.

6.3 Moral Rights. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of the Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by the Company.

6.4 Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company, and to promptly disclose the same to my immediate supervisor or to any persons designated by the Company. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by

the Company. The records will be available to and remain the sole property of the Company at all times.

7. List of Pre-Employment Inventions. I have attached to this Agreement as Attachment A a complete list of all developments, discoveries, improvements, inventions, trade secrets, technical or journal writings or other works of authorship which I have made or conceived or first reduced to practice alone or jointly with others prior to my engagement by the Company which are not subject to a confidentiality agreement that would bar such listing (collectively "Pre-Employment Inventions"); and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have made no such Pre-Employment Inventions at the time of signing this Agreement. The Company will not require me to assign any rights I may have in any of the listed Pre-Employment Inventions. Furthermore, the listed Pre-Employment Inventions will not be classified as Proprietary Information or Inventions. Notwithstanding the above, if, in the course of my employment with the Company, I incorporate into a Company product, process or machine a Pre-Employment Invention or any other inventions, technical writings, papers, journal articles, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which are owned by me or in which I have an exclusive interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide, transferable and sublicensable license to make, have made, modify, use and sell such Pre-Employment Invention as part of or in connection with such product, process or machine. I acknowledge and agree that the Company and its subsidiaries or affiliates are free to compete or develop information, inventions and products within the areas and type of the Pre-Employment Inventions.

8. No Conflicting Obligation. I represent that my performance of all the terms of this Agreement and my employment by the Company does not and will not breach any invention assignment agreement or any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement. I also understand that I am not to breach any obligation of confidentiality I have to others during my employment with the Company.

9. No Improper Use of Information of Prior Employers or Others. As part of the consideration for the offer of employment by the Company and of my employment or continued employment by the Company, I have not brought and will not bring to the Company, or use or disclose in the performance of my responsibilities any equipment, supplies, facility, electronic media, software, trade secret or other information or property of any former employer or any other person or entity which are not generally available to the public, unless I have obtained their written authorization for its possession and use. I further represent, warrant and agree that I have not and will not solicit, induce, recruit or encourage any other individual to leave his or her employment, where I am or should be reasonably aware that such action on my part would breach any agreement I may have with a third party.

10. Notification of New Employer. In the event that I leave the employ of the Company, I hereby consent to the notification of my new employer of my rights and obligations under this Agreement.

law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

19. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

21. Legal And Equitable Remedies. Because my services are personal and unique and because I may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement.

22. Notices. Any notices required or permitted hereunder shall be given to the appropriate party at the address specified below or at such other address as the party shall specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or if sent by certified or registered mail, forty-eight (48) hours after the date of mailing.

23. Attachments. The following Attachments are made a part of and incorporated by reference into this Agreement:

Attachment A: List of Pre-Employment Inventions.

Attachment B: California Labor Code Section 2870.

[remainder of page intentionally left blank]

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER COUNTERPART WILL BE RETAINED BY ME.

Date: 4/29/09

R. Thaik
Employee Signature

Richard Thaik
Name (type or print)

Accepted and Agreed to:

VELOCE TECHNOLOGIES, INC.

By: [Signature]

Name: Jeffrey S. Harrell

Title: COO

ATTACHMENT A

LIST OF PRE-EMPLOYMENT INVENTIONS

This List of Pre-Employment Inventions, along with any attached pages, is part of and incorporated by reference into the attached PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT.

The following is a complete list of all developments, discoveries, improvements, inventions, trade secrets, technical or journal writings or other works of authorship, which I have made or conceived or first reduced to practice alone or jointly with others prior to my engagement by the Company which are not subject to a confidentiality agreement that would bar such listing (collectively "Pre-Employment Inventions"). I understand that the Company will not require me to assign any rights I may have in any of the listed Pre-Employment Inventions. I further understand that the listed Pre-Employment Inventions will not be classified as Proprietary Information or Inventions.

Notwithstanding the above, if, in the course of my employment with the Company, I incorporate into a Company product, process or machine a Pre-Employment Invention or any other inventions, technical writings, papers, journal articles, developments, improvements, and trade secrets which were made by me prior to my employment with the Company, which are owned by me or in which I have an exclusive interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide, transferable and sublicensable license to make, have made, modify, use and sell such Pre-Employment Invention as part of or in connection with such product, process or machine.

I represent that this list of Pre-Employment Inventions is complete.

X No Pre-Employment Inventions to report.

_____ See below.

_____ Additional sheets attached.

Richard Thak
Name of Employee

4/29/09
Date

ATTACHMENT B

LIMITED EXCLUSION NOTIFICATION

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and the Company does not require you to assign or offer to assign to the Company any invention that you developed entirely on your own time without using the Company's equipment, supplies, facilities or trade secret information except for those inventions that either:

- (1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
- (2) Result from any work performed by the employee for the employer.

To the extent a provision in the foregoing Agreement purports to require you to assign an invention otherwise excluded from the preceding paragraph, the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between the Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: Richard Thaik
(PRINTED NAME OF EMPLOYEE)

Date: 4/29/09

WITNESSED BY:

Jeffrey S. Harrell
(PRINTED NAME OF REPRESENTATIVE)
Jeffrey S. Harrell