

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4816192

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DANIEL DOERR	02/07/2018
ROLAND STRELITZKI	06/06/2012
ROGELIO A. INSIGNARES	11/11/2010
JOHN A. FARNELLA JR.	06/06/2012
GARY WAYNE HABERLAND	02/07/2018
KENNETH M. ROGER	02/07/2018
RECEIVING PARTY DATA	
Name:	GENICON, INC.
Street Address:	6869 STAPOINT COURT
City:	WINTER PARK
State/Country:	FLORIDA
Postal Code:	32792
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29451866
CORRESPONDENCE DATA	
Fax Number:	(813)223-7118
<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:	8132252500
Email:	frankj@jpfirm.com, pattit@jpfirm.com
Correspondent Name:	FRANK R. JAKES
Address Line 1:	401 E. JACKSON STREET, SUITE 3100
Address Line 4:	TAMPA, FLORIDA 33602
ATTORNEY DOCKET NUMBER:	126319
NAME OF SUBMITTER:	FRANK R. JAKES
SIGNATURE:	/Frank R. Jakes/
DATE SIGNED:	02/08/2018
Total Attachments: 23	

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ASSIGNMENT OF PATENT APPLICATION RIGHTS

For good and valuable consideration, the receipt of which is hereby acknowledged, Daniel Glenn Doerr, an individual residing at 10708 Brice Ct. Orlando, FL 32817, Roland Strelitzki, an individual residing at 540 Orange Drive #23 Altamonte Springs, FL 32701, Rogelio A. Insignares, an individual residing at 1653 Tremont Lane Winter Park, FL 32792, John A. Farnella, Jr., an individual residing at 8401 Vintage Dr. Orlando, FL 32835, Gary Wayne Haberland, an individual residing at 320 Santiago Dr. Winter Park, FL 32789, Kenneth M. Roger, an individual residing at 303 Hearth Lane Casselberry, FL 32707 ("Assignors"), do hereby sell, assign, transfer, and convey unto GeniCo, Inc., with an office at 6869 Stapoint Court Suite 114 Winter Park, FL 32792 ("Assignee"), or its designees, all right, title, and interest that exist today and may exist in the future in an to any and all of the following (collectively, the "Patent Application Rights"):

- (a) the Patent Application listed in the table below (the "Patent Application");

Title of Patent Application

Medical Retrieval Bag

<u>Patent Application No</u>	<u>Country</u>	<u>Filing Date</u>	<u>First Named Inventor</u>
29/451,866	USA	04/09/2013	Daniel Glenn Doerr

(b) all inventions, invention disclosures, and discoveries described in any item in the Patent Application and all other rights arising out of such inventions, invention disclosures, and discoveries arising out of the Patent Application.

(c) all rights to apply in any or all countries of the world for Patents, certificates of invention, utility models, industrial design protections, design Patents protections, or other governmental grants or issuances of any type related to any item in any of the foregoing categories (a) through (b), including, without limitation, under the Paris Convention for the Protection of Industrial Property, the International Patents Cooperation Treaty, or any other convention, treaty, agreement or understanding arising out of the Patent Application;

(d) all causes of action (whether known or unknown or whether currently pending, filed, or otherwise) and other enforcement rights under, or on account of, the Patent Application and/or any item of the foregoing categories (b) through (c), including, without limitation, all causes of action and other enforcement rights for

- (i) damages,
- (ii) injunctive relief, and
- (iii) any other remedies of any kind

for past, current, and future infringement arising out of the Patent Application; and

- (c) all rights to collect royalties and other payments under or on account of a Patent arising out of this Patent Application and/or any item in any of the foregoing categories (b) through (d) arising out of this Patent Application.


Assignors hereby authorize the respective Patent Office or governmental agency in each jurisdiction to issue any and all Patents, certificates of invention, utility models or other governmental grants or issuances that may be granted upon any of the Patent Application Rights in the name of Assignee, as the assignee to the entire interest therein.

Assignors will, at the reasonable request of Assignee and without demanding any further consideration therefore, do all things necessary, proper, or advisable, including without limitation, the execution, acknowledgment, and recordation of specific assignments, oaths, declarations, and other documents on a country-by-country basis, to assist Assignee in obtaining perfecting, sustaining and/or enforcing the Patent Application Rights arising out of this Patent Application.

IN WITNESS WHEREOF this Assignment of Patent Application Rights is

executed at Genicon, Inc. on 2/7/2018

ASSIGNORS:


(Daniel Glenn Doerr, Signature MUST be notarized)

STATE OF Florida)
) ss.
COUNTY OF Orange)

On 2/7/2018 before me, ^{00 2/7/2018} ~~Daniel Glenn Doerr~~ Katlyn Kachman
Notary Public in and for said State, personally
appeared Daniel Glenn Doerr, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Signature Katlyn Noel Kachman

(Seal) 
KATLYN NOEL KACHMAN
Notary Public, State of Florida
My Comm. Expires June 23, 2018
Commission No. FF 209690

(Roland Strelitzki, Signature MUST be notarized)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____
Notary Public in and for said State, personally
appeared _____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

(Rogelio A. Insignares, Signature MUST be notarized)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____
Notary Public in and for said State, personally
appeared _____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

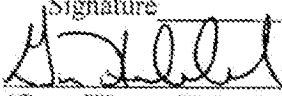
Signature _____ (Seal)

(John A. Farnella, Jr., Signature MUST be notarized)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____,
Notary Public in and for said State, personally
appeared _____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

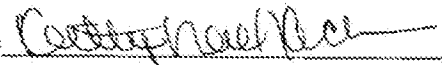
Signature _____ (Seal)


(Gary Wayne Haberland; Signature MUST be notarized)

STATE OF Florida)
) ss.
COUNTY OF Orange)

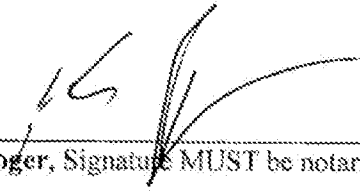
On 2/7/2017, before me, Katlyn Kachman,
Notary Public in and for said State, personally
appeared Gary Wayne Haberland, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Signature  (Seal)



KATLYN NOEL KACHMAN
Notary Public, State of Florida
My Comm. Expires June 23, 2018
Commission No. FF 209090

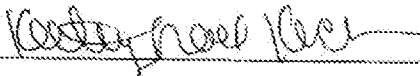


(Kenneth M. Roger, Signature MUST be notarized)

STATE OF Florida)
) ss.
COUNTY OF Orange)

On 2/7/2018, before me, Katlyn Kachman,
Notary Public in and for said State, personally
appeared Kenneth M. Roger, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Signature 



KATLYN IDEL KACHMAN
Notary Public, State of Florida
My Comm. Expires June 23, 2018
Commission No. FF 209680

ASSIGNEE:

(Roland Strelitzki on behalf of GeniCo, Inc., Signature MUST be notarized)

STATE OF _____)
) ss.
COUNTY OF _____)

On _____, before me, _____,
Notary Public in and for said State, personally
appeared _____, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person whose name is
subscribed to the within instrument and acknowledged to me that he/she executed the
same in his/her authorized capacity, and that by his/her signature on the instrument the
person, or the entity upon behalf of which the person acted, executed this instrument.

WITNESS my hand and official seal.

Signature _____ (Seal)

EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Agreement sets forth the Agreement between Roland Strelitzki (hereinafter "Employee"), residing at 540 Orange Drive #23, Altamonte Springs, FL 32701 and Genicon, Inc. (hereinafter "Genicon"), with its principal place of business located at 6869 Stapoint Ct., #114, Winter Park, FL 32792, concerning any intellectual property that Employee may create during Employee's employment by Genicon and concerning confidential information.

Definitions

Inventions and/or IP. As used in this Agreement, means any and all inventions, ideas, and discoveries, including improvements, original works of authorship, designs, formulations and formulas, processes, computer programs or portions thereof, databases, trade secrets and other proprietary information, documentation, and materials made, created, conceived or reduced to practice by Employee, whether alone or jointly with others.

Confidential and/or Proprietary Information. As used in this Agreement, means and encompasses all information, facts or knowledge directly or indirectly presented, disclosed or made available to Employee, whether in oral or written form, as a consequence of or through Genicon's presentation and disclosure of the techniques for medical devices, the related patents in prosecution and all associated information or know how and all information reasonably related to the aforesaid products or technology or patents, and may further include, without limitation, information and material relating to past, present and/or future inventions, marketing plans, manufacturing and product plans, technical specifications, designs and prototypes, business strategies, financial information, forecasts, personnel information, and customer lists.

Wherefore, Genicon has agreed to employ Employee or to continue to employ Employee on the condition that Employee agrees to and will abide by the following terms and conditions for the duration of Employee's employment by Genicon and thereafter,

Wherefore, in consideration of said present or future employment of Employee by Genicon, Employee agrees to the following:

I. PRIOR INVENTIONS OF EMPLOYEE

A. On Appendix A of this Agreement, Employee may list all inventions:

1. that Employee made prior to employment by Genicon; and/or
2. that Employee claims belongs to Employee, or that Employee claims an ownership interest, or other legal right or title in or to.

B. Employee hereby grants to Genicon a royalty-free, irrevocable, perpetual, worldwide license to any prior invention that is now or hereafter infringed by a Genicon product, process, or method of doing business (hereinafter "Product") if:

1. Employee was involved in the development or implementation of that portion of the Product which infringes Employee's prior invention, or
2. Employee acquiesced or permitted other Genicon employee's to utilize Employee's prior invention in the course of their development or implementation of the Genicon Product, or
3. Upon first learning of Genicon's use of Employee's prior invention, Employee does not immediately notify in writing to the Genicon President of Genicon's infringing use of Employee's prior invention and the need for a license thereto.

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C. Wherein a prior invention is not listed, Employee acknowledges and agrees that no such prior invention(s) exist and, to the extent such prior invention(s) may exist, Employee waives any and all rights or claims of ownership to such prior inventions.

D. Employee understands that listing of any prior invention(s) here does not constitute an acknowledgement by Genicon of the existence or extent of such prior invention, nor of Employee's ownership of such prior invention.

II. FUTURE INVENTIONS OF EMPLOYEE

A. Employee agrees to promptly make full written disclosure and to assign, and hereby assign to Genicon all right, title and interest in and to any and all intellectual property, invention(s) and/or IP, whether or not patentable or registrable under copyright or trademark or similar laws, which Employee may solely or jointly discover, except:

1. that result from work for which no equipment, supplies, facility or trade secret information of Genicon were used, and
2. which was developed entirely on the employee's own time, and
3. does not relate at the time of conception or reduction to practice:
 - a. directly to the business or products of Genicon;
 - b. to Genicon's actual or demonstrably anticipated research or development;
 - c. does not result from any work performed by Employee for Genicon, and
 - d. is not suggested by work performed by Employee for Genicon.

B. Employee agrees that all IP conceived or reduced to practice during Employee's employment by Genicon, other than as noted in paragraphs II.A.1-3 above, will be the sole and exclusive property of Genicon, and Employee will and hereby does assign all right, title and interest in such IP to Genicon, further agreeing:

1. to perform any and all acts requested by Genicon, if any, to perfect this assignment and to promptly execute all necessary papers and otherwise provide proper assistance, during and subsequent to the period of Employee's employment by Genicon, to enable Genicon to obtain, maintain or enforce for itself or its nominees patents, trademarks, copyrights, and/or any other legal protection for such IP in any and all countries;
2. to make full written disclosure promptly to Genicon of any and all inventions;
3. to prepare and maintain for Genicon adequate and current written records of all such Genicon IP;
4. to deliver promptly to Genicon when Employee leaves Genicon for whatever reason, and at any other time as Genicon may request, copies of all written records referred to in paragraph II.B.3 above, as well as all related memoranda, notes, records, schedules, plans or other documents made by, compiled by, delivered to, or manufactured, used, developed or investigated by Genicon, wherein all such records will at all times be the property of Genicon (Employee acknowledges that all original works of authorship that are made by Employee and that are protectable by copyright are works made for hire.);
5. not to disclose or use in Employee's future work outside of Genicon any such information referred to in paragraph d to any other entity or person or new employer for a period of 3 years after Employee leaves Genicon, and
6. not to disclose to Genicon or use in Employee's work at Genicon:
 - a. any proprietary information of any of Employee's prior employers or of any third party, such information to include, without limitation, any trade

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secrets or confidential information with respect to the business, work or investigations of such prior employer or other third party; or

b. any ideas, writings, or IP of Employee's own which are not included in section I above within the scope of this Agreement (inventions previously conceived, even though a patent application has been filed or patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in section I. above).

III. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

A. Employee understands and agrees that employment by Genicon creates a relationship of confidence and trust with respect to any information of a confidential, proprietary, and/or secret nature that may be disclosed to Employee or otherwise learned by Employee in the course of employment at Genicon, including but not limited to an confidential information of third parties disclosed to Genicon. Such confidential, proprietary, and/or secret information includes, but is not limited to, information and material relating to past, present and/or future inventions, marketing plans, manufacturing and product plans, technical specifications, designs and prototypes, business strategies, financial information, forecasts, personnel information, and customer lists, and is referred to collectively in this Agreement as "Proprietary Information."

B. Employee agrees that at least some portion of the Confidential and/or Proprietary Information constitutes a trade secret of value owned by Genicon for use or in use by Genicon which is of advantage to Genicon, or which provides advantage to Genicon over those who do not know such Confidential and/or Proprietary Information and is otherwise deemed confidential, proprietary information pursuant to applicable Florida law and Federal law, wherein Employee acknowledges that the Confidential and/or Proprietary Information is a valuable, special and unique asset and property right exclusively owned by Genicon.

C. Employee agrees that if, at the time of initial disclosure by Genicon, Employee is of the opinion that the Confidential Information or any part thereof is generally known to the industry or was previously known by Employee independent of Genicon's disclosure, Employee shall provide Genicon with adequate and sufficient documentation maintained in the ordinary course of Employee's business which substantiates that such an opinion or claim is accurate and correct. Employee shall provide such documentation to Genicon within five (5) days after Genicon's initial disclosure and presentation, failing which Employee shall be barred from raising such a claim or opinion at any time in the future.

D. Employee understands and agrees that employment by Genicon requires Employee to keep all Proprietary Information in confidence and trust for the tenure of Employee's employment and thereafter, and that Employee will not use or disclose Proprietary Information without the written consent of Genicon, except as necessary to perform Employee's duties as an employee of Genicon. Employee thus agrees to consider and treat Confidential and Proprietary Information or any portion thereof as confidential, valuable business and property rights of Genicon and Employee shall not directly or indirectly use, utilize, exploit for any person's or entity's benefit, or disseminate, disclose, publish or otherwise make available the Confidential or Proprietary Information or any portion thereof to any person, business, corporation, agent, officer, employee, partnership, association or other entity not a party to this Agreement.

E. Should Employee feel it is necessary to so disclose the Confidential or Proprietary Information or any portion thereof to any person or entity not a party to this Agreement, Employee shall first obtain Genicon's written consent thereto and shall obtain a Confidentiality Agreement from Genicon for execution by the third party or entity in order to confirm the terms and restrictions related to the information prior to disclosure.

Initials RS

F. In addition to those documents referenced in paragraph II.B.4 above, upon termination of Employee's employment with Genicon, or otherwise at the request of Genicon, Employee will promptly deliver to Genicon all samples, product prototypes, documents, records, notes, notebooks, and materials of any kind pertaining to Employee's work at Genicon, and Employee agrees that Employee will not take with Employee any documents, materials or copies thereof, whether on paper, magnetic or optical media, or any other medium, containing any Proprietary Information. If at any time in the future thereafter, Employee shall determine that Employee possess additional Confidential or Proprietary Information in any form, Employee shall immediately return same to Genicon, including all copies and portions thereof.

G. In addition to the information defined in paragraph II.B.6 above, Employee agrees that during the tenure of Employee's employment at Genicon, and thereafter, Employee will not improperly use or disclose to Genicon any confidential, proprietary, and/or secret information of Employee's former employers or any other person. Employee further agrees that Employee has not, and during Employee's employment with Genicon will not bring any confidential, proprietary and/or secret information of Employee's former employers or any other persons onto Genicon property.

IV. PROHIBITION OF CONFLICTING OBLIGATIONS

A. Employee agrees that during the tenure of Employee's employment by Genicon, Employee will not plan or engage in any other employment, occupations, consulting or other business activities or commitments competitive with or directly or indirectly related to Genicon's business or products, or to Genicon's actual or demonstrably anticipated research or development, nor will Employee engage in any other activities that conflict with Employee's employment obligations to Genicon.

B. Employee represents to Genicon that Employee has no other commitments that would hinder or prevent the full performance of Employee's duties as a Genicon employee or Employee's obligations under this Agreement, and Employee agrees not to enter into any such conflicting agreement during the tenure of Employee's employment by Genicon.

C. Genicon hereby authorizes Genicon to notify others, including customers of Genicon, and any future employers Employee may have of the terms of this Agreement and Employee's responsibilities under this Agreement.

D. During Employee's employment and for a period of one (1) year following Employee's termination date, Employee will not directly or indirectly solicit, encourage, recruit or take any action intended to induce Genicon employees or contractors to terminate their relationship with Genicon.

V. NO IMPLIED EMPLOYMENT RIGHTS

Employee understands and agrees that no term or provision of this Agreement confers upon Employee any rights to continued employment by Genicon and that no term or provision of this Agreement obligates Genicon to comply Employee for any specific period of time or interferes with or restricts Employee's right or Genicon's right to terminate Employee's employment at any time for any reason.

VI. EQUITABLE RELIEF

A breach of the provisions of sections II or III of this Agreement would cause irreparable harm and significant injury to Genicon, the quantification of which is difficult to ascertain. Because such harm and injury could not be compensable by damages alone, Employee agrees that Genicon will have the right to enforce sections II and III of this Agreement by injunction, specific

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performance or other equitable relief without prejudice to any other rights and remedies available to Genicon in the event of a breach of this Agreement.

VII. GENERAL PROVISIONS

A. Severability. This Agreement is severable, and if any provision of this Agreement is found to be illegal, invalid, unenforceable, or void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect. Additionally, Employee and Genicon expressly grant to any court or other entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

B. Governing Law. This Agreement will be governed by the laws of the State of Florida, and Employee and Genicon each consent to the personal jurisdiction of and venue in the State and Federal courts of Orange County, Florida.

C. Entire Agreement. This Agreement sets for the entire agreement between Employee and Genicon relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing signed by both Employee and an Office of Genicon. Any subsequent changes in Employee's duties, salary or compensation will not affect the validity or scope of this Agreement.

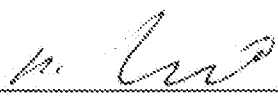
D. Notices. All notices pertaining to this Agreement shall be by certified mail, return receipt requested, at the addresses listed above.

VIII. VOLUNTARY AGREEMENT

Employee acknowledges that Employee has read this Agreement carefully, that Employee understands all of its terms, that all agreements between Employee and Genicon relating to the subjects covered in this Agreement are contained in it, and that Employee has entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself. Employee further acknowledges that Employee has had the opportunity to discuss and/or review this Agreement with Employee's private legal counsel, at Employee's election.

Roland Strelitzki
Employee Name

For Genicon Title


Employee Signature


Signature for Genicon

6/6/12
Date

6/6/12
Date

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APPENDIX A: Prior Invention Disclosure

Prior inventions (description and patent or serial number):

Title	Date
Brief Description of Invention	

Title	Date
Brief Description of Invention	

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EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Agreement sets forth the Agreement between Rogelio Insignares (hereinafter "Employee"), residing at 612 N Somerand Blvd #1 Winter Park, FL, 32792 and Genicon, Inc. (hereinafter "Genicon"), with its principal place of business located at 6869 Stapoint Ct., #114, Winter Park, FL 32792, concerning any intellectual property that Employee may create during Employee's employment by Genicon and concerning confidential information.

Definitions

Inventions and/or IP. As used in this Agreement, means any and all inventions, ideas, and discoveries, including improvements, original works of authorship, designs, formulations and formulas, processes, computer programs or portions thereof, databases, trade secrets and other proprietary information, documentation, and materials made, created, conceived or reduced to practice by Employee, whether alone or jointly with others.

Confidential and/or Proprietary Information. As used in this Agreement, means and encompasses all information, facts or knowledge directly or indirectly presented, disclosed or made available to Employee, whether in oral or written form, as a consequence of or through Genicon's presentation and disclosure of the techniques for medical devices, the related patents in prosecution and all associated information or know how and all information reasonably related to the aforesaid products or technology or patents, and may further include, without limitation, information and material relating to past, present and/or future inventions, marketing plans, manufacturing and product plans, technical specifications, designs and prototypes, business strategies, financial information, forecasts, personnel information, and customer lists.

Wherefore, Genicon has agreed to employ Employee or to continue to employ Employee on the condition that Employee agrees to and will abide by the following terms and conditions for the duration of Employee's employment by Genicon and thereafter,

Wherefore, in consideration of said present or future employment of Employee by Genicon, Employee agrees to the following:

I. PRIOR INVENTIONS OF EMPLOYEE

- A. On Appendix A of this Agreement, Employee may list all inventions:
1. that Employee made prior to employment by Genicon; and/or
 2. that Employee claims belongs to Employee, or that Employee claims an ownership interest, or other legal right or title in or to.
- B. Employee hereby grants to Genicon a royalty-free, irrevocable, perpetual, worldwide license to any prior invention that is now or hereafter infringed by a Genicon product, process, or method of doing business (hereinafter "Product") if:
1. Employee was involved in the development or implementation of that portion of the Product which infringes Employee's prior invention, or
 2. Employee acquiesced or permitted other Genicon employee's to utilize Employee's prior invention in the course of their development or implementation of the Genicon Product, or
 3. Upon first learning of Genicon's use of Employee's prior invention, Employee does not immediately notify in writing to the Genicon President of Genicon's infringing use of Employee's prior invention and the need for a license thereto.

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C. Wherein a prior invention is not listed, Employee acknowledges and agrees that no such prior invention(s) exist and, to the extent such prior invention(s) may exist, Employee waives any and all rights or claims of ownership to such prior inventions.

D. Employee understands that listing of any prior invention(s) here does not constitute an acknowledgement by Genicon of the existence or extent of such prior invention, nor of Employee's ownership of such prior invention.

II. FUTURE INVENTIONS OF EMPLOYEE

A. Employee agrees to promptly make full written disclosure and to assign, and hereby assign to Genicon all right, title and interest in and to any and all intellectual property, invention(s) and/or IP, whether or not patentable or registrable under copyright or trademark or similar laws, which Employee may solely or jointly discover, except:

1. that result from work for which no equipment, supplies, facility or trade secret information of Genicon were used, and
2. which was developed entirely on the employee's own time, and
3. does not relate at the time of conception or reduction to practice:
 - a. directly to the business or products of Genicon;
 - b. to Genicon's actual or demonstrably anticipated research or development;
 - c. does not result from any work performed by Employee for Genicon; and
 - d. is not suggested by work performed by Employee for Genicon.

B. Employee agrees that all IP conceived or reduced to practice during Employee's employment by Genicon, other than as noted in paragraphs II.A.1-3 above, will be the sole and exclusive property of Genicon, and Employee will and hereby does assign all right, title and interest in such IP to Genicon, further agreeing:

1. to perform any and all acts requested by Genicon, if any, to perfect this assignment and to promptly execute all necessary papers and otherwise provide proper assistance, during and subsequent to the period of Employee's employment by Genicon, to enable Genicon to obtain, maintain or enforce for itself or its nominees patents, trademarks, copyrights, and/or any other legal protection for such IP in any and all countries;
2. to make full written disclosure promptly to Genicon of any and all inventions;
3. to prepare and maintain for Genicon adequate and current written records of all such Genicon IP;
4. to deliver promptly to Genicon when Employee leaves Genicon for whatever reason, and at any other time as Genicon may request, copies of all written records referred to in paragraph II.B.3 above, as well as all related memoranda, notes, records, schedules, plans or other documents made by, compiled by, delivered to, or manufactured, used, developed or investigated by Genicon, wherein all such records will at all times be the property of Genicon (Employee acknowledges that all original works of authorship that are made by Employee and that are protectable by copyright are works made for hire.);
5. not to disclose or use in Employee's future work outside of Genicon any such information referred to in paragraph d to any other entity or person or new employer for a period of 5 years after Employee leaves Genicon, and
6. not to disclose to Genicon or use in Employee's work at Genicon:
 - a. any proprietary information of any of Employee's prior employers or of any third party, such information to include, without limitation, any trade

Initials RI DH

secrets or confidential information with respect to the business, work or investigations of such prior employer or other third party; or

b. any ideas, writings, or IP of Employee's own which are not included in section I above within the scope of this Agreement (inventions previously conceived, even though a patent application has been filed or patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in section I. above).

III. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

A. Employee understands and agrees that employment by Genicon creates a relationship of confidence and trust with respect to any information of a confidential, proprietary, and/or secret nature that may be disclosed to Employee or otherwise learned by Employee in the course of employment at Genicon, including but not limited to an confidential information of third parties disclosed to Genicon. Such confidential, proprietary, and/or secret information includes, but is not limited to, information and material relating to past, present and/or future inventions, marketing plans, manufacturing and product plans, technical specifications, designs and prototypes, business strategies, financial information, forecasts, personnel information, and customer lists, and is referred to collective in this Agreement as "Proprietary Information."

B. Employee agrees that at least some portion of the Confidential and/or Proprietary Information constitutes a trade secret of value owned by Genicon for use or in use by Genicon which is of advantage to Genicon, or which provides advantage to Genicon over those who do not know such Confidential and/or Proprietary Information and is otherwise deemed confidential, proprietary information pursuant to applicable Florida law and Federal law, wherein Employee acknowledges that the Confidential and/or Proprietary Information is a valuable, special and unique asset and property right exclusively owned by Genicon.

C. Employee agrees that if, at the time of initial disclosure by Genicon, Employee is of the opinion that the Confidential Information or any part thereof is generally known to the industry or was previously known by Employee independent of Genicon's disclosure, Employee shall provide Genicon with adequate and sufficient documentation maintained in the ordinary course of Employee's business which substantiates that such an opinion or claim is accurate and correct. Employee shall provide such documentation to Genicon within five (5) days after Genicon's initial disclosure and presentation, failing which Employee shall be barred from raising such a claim or opinion at any time in the future.

D. Employee understands and agrees that employment by Genicon requires Employee to keep all Proprietary Information in confidence and trust for the tenure of Employee's employment and thereafter, and that Employee will not use or disclose Proprietary Information without the written consent of Genicon, except as necessary to perform Employee's duties as an employee of Genicon. Employee thus agrees to consider and treat Confidential and Proprietary Information or any portion thereof as confidential, valuable business and property rights of Genicon and Employee shall not directly or indirectly use, utilize, exploit for any person's or entity's benefit, or disseminate, disclose, publish or otherwise make available the Confidential or Proprietary Information or any portion thereof to any person, business, corporation, agent, officer, employee, partnership, association or other entity not a party to this Agreement.

E. Should Employee feel it is necessary to so disclose the Confidential or Proprietary Information or any portion thereof to any person or entity not a party to this Agreement, Employee shall first obtain Genicon's written consent thereto and shall obtain a Confidentiality Agreement from Genicon for execution by the third party or entity in order to confirm the terms and restrictions related to the Information prior to disclosure.

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F. In addition to those documents referenced in paragraph II.B.4 above, upon termination of Employee's employment with Genicon, or otherwise at the request of Genicon, Employee will promptly deliver to Genicon all samples, product prototypes, documents, records, notes, notebooks, and materials of any kind pertaining to Employee's work at Genicon, and Employee agrees that Employee will not take with Employee any documents, materials or copies thereof, whether on paper, magnetic or optical media, or any other medium, containing any Proprietary Information. If at any time in the future thereafter, Employee shall determine that Employee possess additional Confidential or Proprietary Information in any form, Employee shall immediately return same to Genicon, including all copies and portions thereof.

G. In addition to the information defined in paragraph II.B.5 above, Employee agrees that during the tenure of Employee's employment at Genicon, and thereafter, Employee will not improperly use or disclose to Genicon any confidential, proprietary, and/or secret information of Employee's former employers or any other person. Employee further agrees that Employee has not, and during Employee's employment with Genicon will not bring any confidential, proprietary and/or secret information of Employee's former employers or any other persons onto Genicon property.

IV. PROHIBITION OF CONFLICTING OBLIGATIONS

A. Employee agrees that during the tenure of Employee's employment by Genicon, Employee will not plan or engage in any other employment, occupations, consulting or other business activities or commitments competitive with or directly or indirectly related to Genicon's business or products, or to Genicon's actual or demonstrably anticipated research or development, nor will Employee engage in any other activities that conflict with Employee's employment obligations to Genicon.

B. Employee represents to Genicon that Employee has no other commitments that would hinder or prevent the full performance of Employee's duties as a Genicon employee or Employee's obligations under this Agreement, and Employee agrees not to enter into any such conflicting agreement during the tenure of Employee's employment by Genicon.

C. Genicon hereby authorizes Genicon to notify others, including customers of Genicon, and any future employers Employee may have of the terms of this Agreement and Employee's responsibilities under this Agreement.

D. During Employee's employment and for a period of one (1) year following Employee's termination date, Employee will not directly or indirectly solicit, encourage, recruit or take any action intended to induce Genicon employees or contractors to terminate their relationship with Genicon.

V. NO IMPLIED EMPLOYMENT RIGHTS

Employee understands and agrees that no term or provision of this Agreement confers upon Employee any rights to continued employment by Genicon and that no term or provision of this Agreement obligates Genicon to comply Employee for any specific period of time or interferes with or restricts Employee's right or Genicon's right to terminate Employee's employment at any time for any reason.

VI. EQUITABLE RELIEF

A breach of the provisions of sections II or III of this Agreement would cause irreparable harm and significant injury to Genicon, the quantification of which is difficult to ascertain. Because such harm and injury could not be compensable by damages alone, Employee agrees that Genicon will have the right to enforce sections II and III of this Agreement by injunction, specific

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performance or other equitable relief without prejudice to any other rights and remedies available to Genicon in the event of a breach of this Agreement.

VII. GENERAL PROVISIONS

A. Severability. This Agreement is severable, and if any provision of this Agreement is found to be illegal, invalid, unenforceable, or void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect. Additionally, Employee and Genicon expressly grant to any court or other entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

B. Governing Law. This Agreement will be governed by the laws of the State of Florida, and Employee and Genicon each consent to the personal jurisdiction of and venue in the State and Federal courts of Orange County, Florida.

C. Entire Agreement. This Agreement sets for the entire agreement between Employee and Genicon relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing signed by both Employee and an Office of Genicon. Any subsequent changes in Employee's duties, salary or compensation will not affect the validity or scope of this Agreement.

D. Notices. All notices pertaining to this Agreement shall be by certified mail, return receipt requested, at the addresses listed above.

VIII. VOLUNTARY AGREEMENT

Employee acknowledges that Employee has read this Agreement carefully, that Employee understands all of its terms, that all agreements between Employee and Genicon relating to the subjects covered in this Agreement are contained in it, and that Employee has entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself. Employee further acknowledges that Employee has had the opportunity to discuss and/or review this Agreement with Employee's private legal counsel, at Employee's election.

Rogelio Insignares
Employee Name

Gary Haberland Pres
For Genicon Title

Rayla Jones
Employee Signature

[Signature]
Signature for Genicon

11/11/10
Date

11/11/10
Date

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APPENDIX A: Prior Invention Disclosure

Prior inventions (description and patent or serial number):

Title Date

Brief Description of Invention

Title Date

Brief Description of Invention

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EMPLOYEE CONFIDENTIALITY AND INTELLECTUAL PROPERTY AGREEMENT

This Agreement sets forth the Agreement between John A. Farnella, Jr. (hereinafter "Employee"), residing at 8401 Vintage Drive, Orlando, FL 32835 and Genicon, Inc. (hereinafter "Genicon"), with its principal place of business located at 6869 Stapoint Ct., #114, Winter Park, FL 32792, concerning any intellectual property that Employee may create during Employee's employment by Genicon and concerning confidential information.

Definitions

Inventions and/or IP. As used in this Agreement, means any and all inventions, ideas, and discoveries, including improvements, original works of authorship, designs, formulations and formulas, processes, computer programs or portions thereof, databases, trade secrets and other proprietary information, documentation, and materials made, created, conceived or reduced to practice by Employee, whether alone or jointly with others.

Confidential and/or Proprietary Information. As used in this Agreement, means and encompasses all information, facts or knowledge directly or indirectly presented, disclosed or made available to Employee, whether in oral or written form, as a consequence of or through Genicon's presentation and disclosure of the techniques for medical devices, the related patents in prosecution and all associated information or know how and all information reasonably related to the aforesaid products or technology or patents, and may further include, without limitation, information and material relating to past, present and/or future inventions, marketing plans, manufacturing and product plans, technical specifications, designs and prototypes, business strategies, financial information, forecasts, personnel information, and customer lists.

Wherefore, Genicon has agreed to employ Employee or to continue to employ Employee on the condition that Employee agrees to and will abide by the following terms and conditions for the duration of Employee's employment by Genicon and thereafter,

Wherefore, in consideration of said present or future employment of Employee by Genicon, Employee agrees to the following:

I. PRIOR INVENTIONS OF EMPLOYEE

A. On Appendix A of this Agreement, Employee may list all inventions:

1. that Employee made prior to employment by Genicon; and/or
2. that Employee claims belongs to Employee, or that Employee claims an ownership interest, or other legal right or title in or to.

B. Employee hereby grants to Genicon a royalty-free, irrevocable, perpetual, worldwide license to any prior invention that is now or hereafter infringed by a Genicon product, process, or method of doing business (hereinafter "Product") if:

1. Employee was involved in the development or implementation of that portion of the Product which infringes Employee's prior invention, or
2. Employee acquiesced or permitted other Genicon employee's to utilize Employee's prior invention in the course of their development or implementation of the Genicon Product, or
3. Upon first learning of Genicon's use of Employee's prior invention, Employee does not immediately notify in writing to the Genicon President of Genicon's infringing use of Employee's prior invention and the need for a license thereto.

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C. Wherein a prior invention is not listed, Employee acknowledges and agrees that no such prior invention(s) exist and, to the extent such prior invention(s) may exist, Employee waives any and all rights or claims of ownership to such prior inventions.

D. Employee understands that listing of any prior invention(s) here does not constitute an acknowledgement by Genicon of the existence or extent of such prior invention, nor of Employee's ownership of such prior invention.

II. FUTURE INVENTIONS OF EMPLOYEE

A. Employee agrees to promptly make full written disclosure and to assign, and hereby assign to Genicon all right, title and interest in and to any and all intellectual property, invention(s) and/or IP, whether or not patentable or registrable under copyright or trademark or similar laws, which Employee may solely or jointly discover, except:

1. that result from work for which no equipment, supplies, facility or trade secret information of Genicon were used, and
2. which was developed entirely on the employee's own time, and
3. does not relate at the time of conception or reduction to practice:
 - a. directly to the business or products of Genicon;
 - b. to Genicon's actual or demonstrably anticipated research or development;
 - c. does not result from any work performed by Employee for Genicon; and
 - d. is not suggested by work performed by Employee for Genicon.

B. Employee agrees that all IP conceived or reduced to practice during Employee's employment by Genicon, other than as noted in paragraphs II.A.1-3 above, will be the sole and exclusive property of Genicon, and Employee will and hereby does assign all right, title and interest in such IP to Genicon, further agreeing:

1. to perform any and all acts requested by Genicon, if any, to perfect this assignment and to promptly execute all necessary papers and otherwise provide proper assistance, during and subsequent to the period of Employee's employment by Genicon, to enable Genicon to obtain, maintain or enforce for itself or its nominees patents, trademarks, copyrights, and/or any other legal protection for such IP in any and all countries;
2. to make full written disclosure promptly to Genicon of any and all inventions;
3. to prepare and maintain for Genicon adequate and current written records of all such Genicon IP;
4. to deliver promptly to Genicon when Employee leaves Genicon for whatever reason, and at any other time as Genicon may request, copies of all written records referred to in paragraph II.B.3 above, as well as all related memoranda, notes, records, schedules, plans or other documents made by, compiled by, delivered to, or manufactured, used, developed or investigated by Genicon, wherein all such records will at all times be the property of Genicon (Employee acknowledges that all original works of authorship that are made by Employee and that are protectable by copyright are works made for hire.);
5. not to disclose or use in Employee's future work outside of Genicon any such information referred to in paragraph d to any other entity or person or new employer for a period of 1 years after Employee leaves Genicon, and
6. not to disclose to Genicon or use in Employee's work at Genicon:
 - a. any proprietary information of any of Employee's prior employers or of any third party, such information to include, without limitation, any trade

Initials: JP / Rj

secrets or confidential information with respect to the business, work or investigations of such prior employer or other third party; or
b. any ideas, writings, or IP of Employee's own which are not included in section I above within the scope of this Agreement (inventions previously conceived, even though a patent application has been filed or patent issued, are subject to this Agreement if they are actually first reduced to practice under the circumstances included in section I. above).

III. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

A. Employee understands and agrees that employment by Genicon creates a relationship of confidence and trust with respect to any information of a confidential, proprietary, and/or secret nature that may be disclosed to Employee or otherwise learned by Employee in the course of employment at Genicon, including but not limited to an confidential information of third parties disclosed to Genicon. Such confidential, proprietary, and/or secret information includes, but is not limited to, information and material relating to past, present and/or future inventions, marketing plans, manufacturing and product plans, technical specifications, designs and prototypes, business strategies, financial information, forecasts, personnel information, and customer lists, and is referred to collective in this Agreement as "Proprietary Information."

B. Employee agrees that at least some portion of the Confidential and/or Proprietary information constitutes a trade secret of value owned by Genicon for use or in use by Genicon which is of advantage to Genicon, or which provides advantage to Genicon over those who do not know such Confidential and/or Proprietary Information and is otherwise deemed confidential, proprietary information pursuant to applicable Florida law and Federal law, wherein Employee acknowledges that the Confidential and/or Proprietary Information is a valuable, special and unique asset and property right exclusively owned by Genicon.

C. Employee agrees that if, at the time of initial disclosure by Genicon, Employee is of the opinion that the Confidential Information or any part thereof is generally known to the industry or was previously known by Employee independent of Genicon's disclosure, Employee shall provide Genicon with adequate and sufficient documentation maintained in the ordinary course of Employee's business which substantiates that such an opinion or claim is accurate and correct. Employee shall provide such documentation to Genicon within five (5) days after Genicon's initial disclosure and presentation, failing which Employee shall be barred from raising such a claim or opinion at any time in the future.

D. Employee understands and agrees that employment by Genicon requires Employee to keep all Proprietary Information in confidence and trust for the tenure of Employee's employment and thereafter, and that Employee will not use or disclose Proprietary Information without the written consent of Genicon, except as necessary to perform Employee's duties as an employee of Genicon. Employee thus agrees to consider and treat Confidential and Proprietary Information or any portion thereof as confidential, valuable business and property rights of Genicon and Employee shall not directly or indirectly use, utilize, exploit for any person's or entity's benefit, or disseminate, disclose, publish or otherwise make available the Confidential or Proprietary Information or any portion thereof to any person, business, corporation, agent, officer, employee, partnership, association or other entity not a party to this Agreement.

E. Should Employee feel it is necessary to so disclose the Confidential or Proprietary Information or any portion thereof to any person or entity not a party to this Agreement, Employee shall first obtain Genicon's written consent thereto and shall obtain a Confidentiality Agreement from Genicon for execution by the third party or entity in order to confirm the terms and restrictions related to the information prior to disclosure.

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F. In addition to those documents referenced in paragraph II.B.4 above, upon termination of Employee's employment with Genicon, or otherwise at the request of Genicon, Employee will promptly deliver to Genicon all samples, product prototypes, documents, records, notes, notebooks, and materials of any kind pertaining to Employee's work at Genicon, and Employee agrees that Employee will not take with Employee any documents, materials or copies thereof, whether on paper, magnetic or optical media, or any other medium, containing any Proprietary Information. If at any time in the future thereafter, Employee shall determine that Employee possess additional Confidential or Proprietary Information in any form, Employee shall immediately return same to Genicon, including all copies and portions thereof.

G. In addition to the information defined in paragraph II.B.6 above, Employee agrees that during the tenure of Employee's employment at Genicon, and thereafter, Employee will not improperly use or disclose to Genicon any confidential, proprietary, and/or secret information of Employee's former employers or any other person. Employee further agrees that Employee has not, and during Employee's employment with Genicon will not bring any confidential, proprietary and/or secret information of Employee's former employers or any other persons onto Genicon property.

IV. PROHIBITION OF CONFLICTING OBLIGATIONS

A. Employee agrees that during the tenure of Employee's employment by Genicon, Employee will not plan or engage in any other employment, occupations, consulting or other business activities or commitments competitive with or directly or indirectly related to Genicon's business or products, or to Genicon's actual or demonstrably anticipated research or development, nor will Employee engage in any other activities that conflict with Employee's employment obligations to Genicon.

B. Employee represents to Genicon that Employee has no other commitments that would hinder or prevent the full performance of Employee's duties as a Genicon employee or Employee's obligations under this Agreement, and Employee agrees not to enter into any such conflicting agreement during the tenure of Employee's employment by Genicon.

C. Genicon hereby authorizes Genicon to notify others, including customers of Genicon, and any future employers Employee may have of the terms of this Agreement and Employee's responsibilities under this Agreement.

D. During Employee's employment and for a period of one (1) year following Employee's termination date, Employee will not directly or indirectly solicit, encourage, recruit or take any action intended to induce Genicon employees or contractors to terminate their relationship with Genicon.

V. NO IMPLIED EMPLOYMENT RIGHTS

Employee understands and agrees that no term or provision of this Agreement confers upon Employee any rights to continued employment by Genicon and that no term or provision of this Agreement obligates Genicon to comply Employee for any specific period of time or interferes with or restricts Employee's right or Genicon's right to terminate Employee's employment at any time for any reason.

VI. EQUITABLE RELIEF

A breach of the provisions of sections II or III of this Agreement would cause irreparable harm and significant injury to Genicon, the quantification of which is difficult to ascertain. Because such harm and injury could not be compensable by damages alone, Employee agrees that Genicon will have the right to enforce sections II and III of this Agreement by injunction, specific

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performance or other equitable relief without prejudice to any other rights and remedies available to Genicon in the event of a breach of this Agreement.

VII. GENERAL PROVISIONS

A. Severability. This Agreement is severable, and if any provision of this Agreement is found to be illegal, invalid, unenforceable, or void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect. Additionally, Employee and Genicon expressly grant to any court or other entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

B. Governing Law. This Agreement will be governed by the laws of the State of Florida, and Employee and Genicon each consent to the personal jurisdiction of and venue in the State and Federal courts of Orange County, Florida.

C. Entire Agreement. This Agreement sets for the entire agreement between Employee and Genicon relating to the subject matter of this Agreement. No modification to or amendment of this Agreement, nor any waiver of any rights under this Agreement will be effective unless in writing signed by both Employee and an Office of Genicon. Any subsequent changes in Employee's duties, salary or compensation will not affect the validity or scope of this Agreement.

D. Notices. All notices pertaining to this Agreement shall be by certified mail, return receipt requested, at the addresses listed above.

VIII. VOLUNTARY AGREEMENT

Employee acknowledges that Employee has read this Agreement carefully, that Employee understands all of its terms, that all agreements between Employee and Genicon relating to the subjects covered in this Agreement are contained in it, and that Employee has entered into this Agreement voluntarily and not in reliance upon any promises or representations other than those contained in this Agreement itself. Employee further acknowledges that Employee has had the opportunity to discuss and/or review this Agreement with Employee's private legal counsel, at Employee's election.

John A. Farnella, Jr.
Employee Name

ROLAND STELLITZKI
For Genicon Title

John A. Farnella, Jr.
Employee Signature

[Signature]
Signature for Genicon

06-02-2012
Date

6/6/12
Date

Initial [Signature]

APPENDIX A: Prior Invention Disclosure

Prior inventions (description and patent or serial number):

Title Date

Brief Description of Invention

Title Date

Brief Description of Invention

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