

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT4899570

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TERRY R. GALLOWAY	07/22/2008
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	INTELLERGY CORP.
<b>Street Address:</b>	6801 SHERWICK DRIVE
<b>City:</b>	BERKELEY
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	94705
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	11636930
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(317)236-9907
<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>	
<b>Phone:</b>	317-635-8900
<b>Email:</b>	ptodocket@bgdlegal.com
<b>Correspondent Name:</b>	JOHN V. DANILUCK
<b>Address Line 1:</b>	BINGHAM GREENEBAUM DOLL LLP
<b>Address Line 2:</b>	10 WEST MARKET STREET, SUITE 2700
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204
<b>ATTORNEY DOCKET NUMBER:</b>	122778.000007
<b>NAME OF SUBMITTER:</b>	JOHN V. DANILUCK
<b>SIGNATURE:</b>	/John V. Daniluck/
<b>DATE SIGNED:</b>	04/04/2018
<b>Total Attachments: 10</b>	
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**Intellergy Corp.  
EMPLOYEE CONFIDENTIALITY  
AND INVENTIONS AGREEMENT**

In consideration of my employment or continued employment by Intellergy Corp. (the "Company"), and the compensation now and hereafter paid to me, and the additional consideration described below, I hereby agree as follows:

**1. Confidential Information.»**

At all times during my employment and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon, or publish any of the Company's Confidential Information (defined below), except as such disclosure, use, or publication may be required in connection with my work for the Company, or unless an officer of the Company expressly authorizes such in writing. "Confidential Information" shall mean any and all confidential and/or proprietary knowledge, data, or information of the Company and its affiliated entities, customers, and suppliers, including but not limited to information relating to products, processes, know-how, designs, formulas, methods, developmental or experimental work, improvements, discoveries, inventions, ideas, source and object codes, data, programs, other works of authorship, and plans for research and development. During my employment by the Company I will not improperly use or disclose any Confidential Information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

**2. Inventions: Definitions and Assignment**

**2.1 Proprietary Rights.»**

The term "Proprietary Rights" shall mean all trade secrets, know-how, patents, copyrights, mask work, trademarks, service marks, domain names and URLs and other intellectual property rights throughout the world whether registered or unregistered.

**2.2 Inventions.»**

The term "Inventions" shall mean all trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries, developments, designs, and techniques, and specifically includes Prior Inventions as set forth in paragraph 2.3 below.

**2.3 Prior Inventions Included.»**

I have set forth on Exhibit B attached hereto a complete list of all Inventions that I have, alone or jointly with others, made prior to the commencement of my employment with the Company that I consider to be my property and that I wish to have *included* in the scope of this Agreement (collectively referred to as "Prior Inventions"), including trade secrets and unpatented and/or unpatentable technical information, including ideas, concepts, inventions, discoveries, data, designs, formulas, specifications, procedures for experiments and tests and other protocols, results of experimentation and testing, patent applications, disclosures, know-how, copyrights, trade-rights, and technical goodwill and reputation in the field relating to steam/CO2 reforming and related process equipment in which I hold any

ownership interest, including all divisions, continuations, continuations-in-part, and substitutions thereof, all foreign patent applications corresponding to the preceding applications; and all U.S. and foreign patents issuing on any of the preceding applications, including extensions, reissues, and reexaminations. Unless I expressly set forth other inventions that are expressly included in the scope of this Agreement, I represent that there are no other Inventions to be included.

#### 2.4 Previous Inventions

**Excluded.** I have also set forth on Exhibit B (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, made prior to the commencement of my employment with the Company that I consider to be my property or the property of third parties and that I wish to have *excluded* from the scope of this Agreement (collectively referred to as "Previous Inventions"); if no such disclosure is attached, I represent that there are no such Previous Inventions. If in the course of my employment with the Company, I incorporate such a Previous Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such Previous Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated Previous Inventions in any Company Inventions without the Company's prior written consent.

#### 2.5 Assignment of Inventions.»

Subject to Section 2.6 and except for those Inventions that I can prove qualify fully under the provisions of California Labor Code section 2870 (as set forth in Exhibit A), I hereby irrevocably assign and agree to irrevocably assign in the future (when any such Inventions or Proprietary Rights are first reduced to

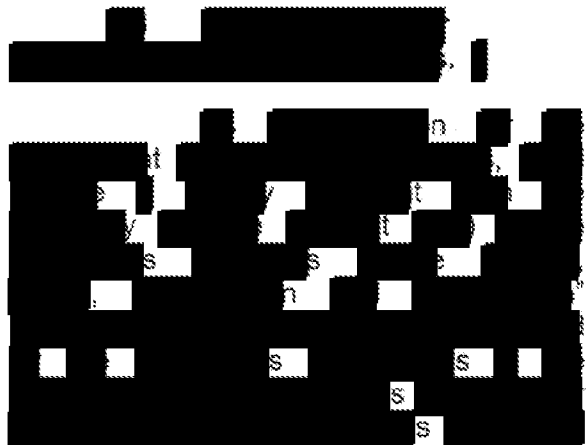
practice or first fixed in a tangible medium, as applicable) to the Company all my right, title, and interest in and to any and all Inventions and Prior Inventions (and all Proprietary Rights with respect thereto). I will, at the Company's request, promptly execute a written assignment to the Company of any such Invention, and I will preserve any such Invention as part of the Proprietary Information of the Company (the "Company Inventions").

#### 2.6 Obligation to Keep Company Informed. »

I will promptly and fully disclose in writing to the Company all inventions during my employment and for one (1) year after my employment, including any that may be covered by Exhibit A. I agree to assist in every proper way and to execute those documents and take such acts as are reasonably requested by the Company to obtain, sustain, and from time to time enforce patents, copyrights, and other rights and protections relating to Inventions in the United States or any other country.

#### 2.7 Government of Third Party.»

I also agree to assign all my right, title, and interest in and to any particular Company Invention to a third party, including without limitation the United States, as directed by the Company.



**3. No Conflicting Obligation.»**

I represent that my performance of all the terms of this Agreement and as an employee of the Company does not and will not breach any agreement to keep in confidence 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 herewith.

**4. Return of Company Documents.»**

Upon termination of my employment with the Company for any reason whatsoever, voluntarily or involuntarily, and at any earlier time the Company requests, I will deliver to the person designated by the Company all originals and copies of all documents and other property of the Company in my possession, under my control, or to which I may have access. I will not reproduce or appropriate for my own use, or for the use of others, any property, Proprietary Information or Company Inventions.

**5. 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. I also agree that in the event of any breach by the Company of any of its obligations under this Agreement, in particular, paragraph 2.7, my sole remedy shall be a claim for money damages. However, should

the Company fail to make timely payment under the terms of paragraph 2.7 above, the payment that is past due shall be subject to interest rate of ten percent (10%) per annum, accruing daily, until paid.

**6. 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, three (3) days after the date of mailing.

**7. Employment.»**

I agree and understand that nothing in this Agreement shall confer any right with respect to continuation of employment by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my employment at any time, with or without cause.

**8. Arbitration.»**

Any and all claims and disputes relating in any way to this Agreement or its performance, interpretation, validity or breach, shall initially be resolved by mediation in accordance with the rules of JAMS, in San Francisco, California, and may be initiated by either party on thirty (30) days written notice to the other. The costs of such mediation shall be borne equally by us, and each of us shall bear our own attorneys' fees and costs. In the event that the claim or dispute cannot be resolved by mediation, then the claim or dispute shall be settled by final and binding arbitration in accordance with JAMS' then current Commercial Arbitration Rules. Such arbitration shall be in San Francisco, California, or in such other place as we may agree, before a single neutral arbitrator who shall be

selected by agreement between us from JAMS' panel of available arbitrators. In the event we are unable to reach agreement on the selection of the arbitrator, and one of us so notifies JAMS, then the arbitrator shall be chosen by JAMS. Each of us further agrees that an award against either of us in any such arbitration shall be conclusive and may be enforced in any jurisdiction within or outside the United States of America by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of its liability. Each of us agrees that we will not take any action to frustrate or prevent the enforcement of any award (arbitral or otherwise) or order entered with respect to this Agreement and agree to be bound thereby as if issued or executed by a competent judicial tribunal having personal jurisdiction over either of us. In connection with any such arbitration, or in any proceeding to enforce an arbitration award, the prevailing party shall be entitled to recover or be reimbursed, in addition to any damages or compensation awarded by the arbitrator, reasonable attorneys' fees and costs incurred on account thereof notwithstanding the nature of the claim or cause of action asserted by the prevailing party.

## 9. General Provisions.

**9.1** This Agreement will be governed by and construed according to the laws of the State of California, as such laws are applied to agreements entered into and to be performed entirely within California between California residents.

**9.2** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**9.3** This Agreement will be binding upon my heirs, executors, administrators, and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

**9.4** The provisions of this Agreement shall survive the termination of my employment and the assignment of this Agreement by the Company to any successor in interest or other assignee.

**9.5** No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right.

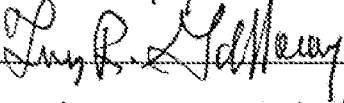
**9.6** The obligations pursuant to Sections 1 and 2 of this Agreement shall apply to any time during which I was previously employed, or am in the future employed, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period.

**9.7** 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.

**9.8** 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.

This Agreement shall be effective as of the first day of my employment with the Company.

Dated as of 7/22, 2008

By: 

Address: 6801 SHERWICK DRIVE  
BERKELEY, CA 94705-1744

Social Security Number:

566-56-2485

ACCEPTED AND AGREED TO:

Intellergy Corp.

By:   
Richard M. Noling

Title: President

**EXHIBIT A  
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 Company's business, or actual or demonstrably anticipated research or development of the Company; or
2. Result from any work performed by you for the Company.

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 enforceable.

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 title to such patent or invention to be in the United States.

I ACKNOWLEDGE RECEIPT of a copy of this notification.

By: \_\_\_\_\_

Dated as of \_\_\_\_\_

7/22/08

WITNESSED BY: \_\_\_\_\_



## EXHIBIT A

TO: Intellergy Corp.

FROM: Terry R. Galloway

DATE: July 24, 2008

1. Except as listed in Section 2 below, the following is a complete list of all Prior Inventions relevant to the subject matter of my employment by Intellergy Corp. (the "Company") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company and which are hereby assigned by me to the Company.

WASTE CONVERSION:

T. R. Galloway, "Process and System for Converting Waste to Energy Without Burning," U.S. Patent Application No. 60/898,968, filed Feb. 2, 2007

T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," U.S. Patent Application No. 11/636,930, filed Dec. 11, 2006, published May 3, 2007.

T. R. Galloway, "Process and System for Interfacing Waste Steam Reformers to Fuel Cells," U.S. Patent Application, No. 60/749,306, and filing date of Dec. 12, 2005.

T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," U.S. Patent Application 10/719,504 Issued Nov. 6, 2006, issued May 22, 2007 as U.S. Patent No. 7,220,502

T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," Provisional: U.S. Patent Application 10/602,536 filed June 23, 2003, Full Filing: U.S. Patent Application 10/719,504 filed November 21, 2003 and PCT/US2004/019379 for international filing June 16, 2004 and published as WO 2005/001977, assigned EPO Patent Application No.04755504.0-2119 on Nov. 11, 2005. Adjusted Filing Date, May 29, 2000, Issued Nov. 6, 2006, U.S. Patent No. 7,132,183

"T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," U.S. Patent Application No. 09/186,766, filed November 5, 1998, issued February 13, 2001, U.S. Patent No. 6,187,465, which claims the benefit of U.S. provisional Application No. 60/064,692, filed November 7, 1997."

T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," U.S. Patent Application No. 10/184,264, filed June 27, 2002; and also International PCT Patent Application PCT/US03/19765, filed June 25, 2003 and published as WO 2004/004051

T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," U.S. Patent Application No. 10/184,264, filed June 27, 2002; and also International PCT Patent Application PCT/US03/19765, filed June 25, 2003 and published as WO 2004/004051

T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," Canada Appl. No. 04755504 filed June 16, 2004.

T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," EPC Appl. No. 2.530,496 filed June 16, 2004.

T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," China PR Appl. No. 99813930.0 filed Nov. 1, 1999, granted as Patent No. 99813930.0 on March 9, 2005,

T. R. Galloway, "Process and System for Converting Carbonaceous Feedstocks into Energy Without Greenhouse Gas Emissions," Hong Kong Appl. No. 02104872.3 filed June 28, 2002, granted as Patent No. 1043441 on June 3, 2005,

T. R. Galloway, "Appliance for Converting Household Waste Into Energy." U.S. Patent Application. No. 11/592,093, and filing date of Nov. 2, 2006. Publication No. US 2007/0099039, May 3, 2007

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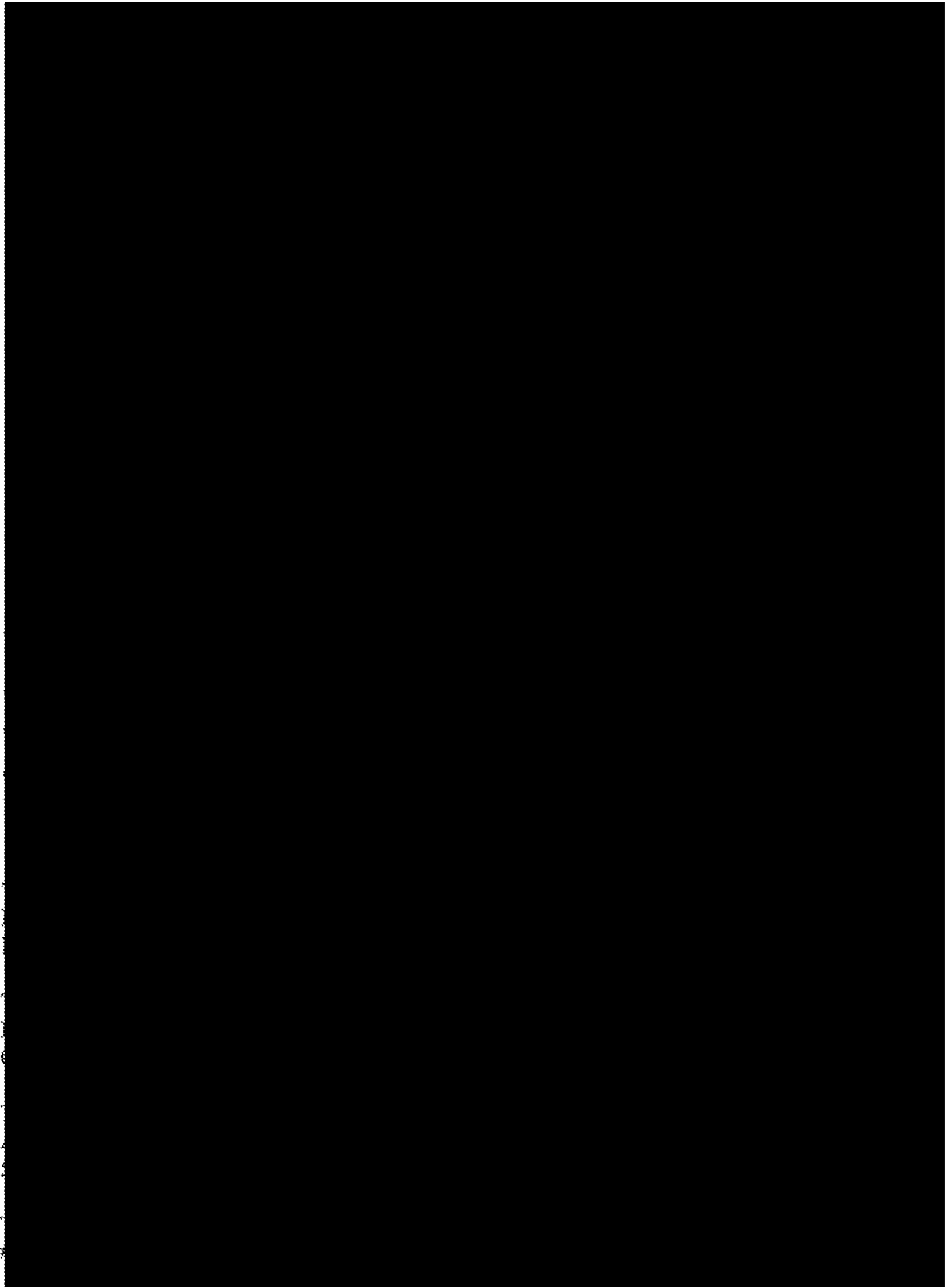
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assignments, US 7,753,973 and US 7,998,226

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assignments, US 7,753,973 and US 7,998,226

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RECORDED: 04/04/2018

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