

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4900186

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JORDAN THOMAS PAYNE	03/31/2016
TYSON DEAN MERRELL	03/31/2016
STEPHEN MICHAEL HILLS	03/31/2016
CHRISTOPHER BROOKS	03/31/2016
MATTHEW BANGERTER	03/31/2016
MICHAEL D. RIDGES	08/26/2016
RECEIVING PARTY DATA	
Name:	C&D ZODIAC, INC.
Street Address:	5701 BOLSA AVENUE
City:	HUNTINGTON BEACH
State/Country:	CALIFORNIA
Postal Code:	92647
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	62479128
Application Number:	15940657
PCT Number:	US1825256
CORRESPONDENCE DATA	
Fax Number:	(310)203-0567
<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:	310-203-8080
Email:	patentdocket@jmbm.com
Correspondent Name:	JEFFER MANGELS BUTLER & MITCHELL LLP
Address Line 1:	1900 AVENUE OF THE STARS, 7TH FLOOR
Address Line 4:	LOS ANGELES, CALIFORNIA 90067
ATTORNEY DOCKET NUMBER:	71703-5220
NAME OF SUBMITTER:	BRENNAN C. SWAIN
SIGNATURE:	/Brennan C. Swain/

DATE SIGNED:	04/04/2018
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Total Attachments: 7

source=Team 6-CD Zodiac Agreements#page1.tif

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Last Name: PAYNE First Name: JORDAN

ASSIGNMENT OF OWNERSHIP AND NONDISCLOSURE AGREEMENT BYU CAPSTONE PROGRAM

The undersigned, in consideration of the opportunity to participate in the Capstone Program at Brigham Young University (hereafter referred to as "BYU"), hereby agrees as follows:

1. I understand that as a result of my work in the Capstone Program, intellectual property in the form of inventions, data, formulae, computer software specifications, products, processes, technologies, patents, copyrights, and other technical and product information ("Intellectual Property") may be developed during the program.
2. I understand that BYU and a Capstone Affiliate or Sponsor ("Partner") have entered into an agreement to work jointly on a Capstone project provided by the Partner. That agreement specifies the party, (hereafter referred to as the "Owner") that will own all intellectual property created as a result of the project.
3. I hereby assign to the Owner all of my rights and ownership interest to such Intellectual Property created as a result of and during my participation in the project. I agree to cooperate with the Owner, its assignee or designee in perfecting rights to such Intellectual Property, for example, by signing any documents that may be necessary to perfect the rights. I also understand that I am not entitled to receive any income from the sale or licensing of this Intellectual Property by the Owner.
4. I understand that in the event the Partner and/or a third party collaborating with Partner discloses to me information that is marked as confidential or proprietary, I will not, without express written consent of Partner or the third party, as the case may be, (1) disclose or publish any part of such information to others for a period of five (5) years from receiving the information; (2) make any use of such information for a five (5) year period except in the course of my participation in the BYU Capstone Program. However, I further understand that I shall not be prevented from disclosing information when I can establish, by competent evidence, that such information:
 - a. Was already known to me at the time of disclosure by Partner or a third party collaborator; or
 - b. Was available to the public or otherwise was part of the public domain at the time of disclosure by Partner or a third party collaborator; or
 - c. Became available to the public or otherwise became part of the public domain after the time of disclosure by Partner or a third party collaborator, but other than through my own acts or omissions in violation of this Agreement; or
 - d. Was lawfully disclosed to me by a party not collaborating with Partner subsequent to the time of disclosure by Partner or a third party collaborator.
5. Immediately upon termination of my participation in the Capstone Program at BYU, I agree to return to BYU all software, records, project notebooks, memoranda, information, data, programs, models and equipment of any nature in my possession or under my control pertaining to the program.

DATED this 31st day of March, 2016

Full Printed Name of Participant: Jordan Thomas Payne

Participant's Signature: Jordan Thomas Payne

Address: 656 E 420 N

City: PROVO State: UTAH ZIP: 84606

Please have someone over 18-years old witness that you signed this document:

[Signature]

Nolan LeSueur

Witness Signature

Witness Printed Name

Last Name: Merrell First Name: Tyson

ASSIGNMENT OF OWNERSHIP AND NONDISCLOSURE AGREEMENT BYU CAPSTONE PROGRAM

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DATED this 31 day of March, 2016

Full Printed Name of Participant: Tyson Dean Merrell

Participant's Signature: Tyson Dean Merrell

Address: 1620 E 30 S.

City: Springville State: UT ZIP: 84663

Please have someone over 18-years old witness that you signed this document:

[Signature]
Witness Signature

Jolene Hammond
Witness Printed Name

Last Name: Hills First Name: Stephen

ASSIGNMENT OF OWNERSHIP AND NONDISCLOSURE AGREEMENT BYU CAPSTONE PROGRAM

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DATED this 31 day of March, 2016

Full Printed Name of Participant: Stephen Michael Hills

Participant's Signature: Stephen M Hills

Address: 999 E 450 N #37

City: Provo State: UT ZIP: 84606

Please have someone over 18-years old witness that you signed this document:

Wagner D. [Signature]

Witness Signature

Teagan Nakamoto

Witness Printed Name

Last Name: Books First Name: Christopher

ASSIGNMENT OF OWNERSHIP AND NONDISCLOSURE AGREEMENT BYU CAPSTONE PROGRAM

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DATED this 31 day of March, 2016

Full Printed Name of Participant: Christopher Books

Participant's Signature: *Christopher Books*

Address: 13472 Monroe St

City: Thornton State: CO ZIP: 80241

Please have someone over 18-years old witness that you signed this document:

Jessie Hammond
Witness Signature

Jessie Hammond
Witness Printed Name

Last Name: Bangerter First Name: Matthew

ASSIGNMENT OF OWNERSHIP AND NONDISCLOSURE AGREEMENT BYU CAPSTONE PROGRAM

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DATED this 31 day of March, 2016

Full Printed Name of Participant: Matthew Bangerter

Participant's Signature: Matthew Bangerter

Address: 1426 N Geneva Rd.

City: Provo State: UT ZIP: 84601

Please have someone over 18-years old witness that you signed this document:

[Signature]
Witness Signature

Kate Poy
Witness Printed Name

**ASSIGNMENT OF OWNERSHIP
AND NONDISCLOSURE AGREEMENT**
(Capstone Program)

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DATED this 26 day of August, 2016.

Full Printed Name of Participant: Michael D Ridges

Participant's Signature: [Handwritten Signature]

Residence: Highland, UT

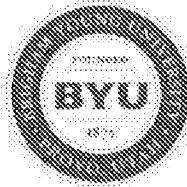
Post Office Address: 10503 N 5600 W Highland, UT 84003

Witness:
[Handwritten Signature]
Signature

[Handwritten Name]
Printed Name

OGC 9/15/06

PATENT
REEL: 045439 FRAME: 0790



ALAN R. PARKINSON
Dean

IRA A. FULTON
COLLEGE OF ENGINEERING AND TECHNOLOGY

Capstone Sponsor Agreement

Company: C&D Zodiac

Date: July 17, 2014

Thank you for your support as a sponsor of the Capstone Program, *Integrated Product and Process Design*, at Brigham Young University's Ira A. Fulton College of Engineering and Technology. We look forward to working with you this year.

As a Capstone sponsor, you retain ownership rights to all products, processes, technologies, and other intellectual property developed by students as a result of their work on your project. All students, faculty, and staff associated with the Capstone Program will sign a standard form "BYU Assignment of Ownership and Non-disclosure Agreement", a copy of which is attached. BYU will make reasonable efforts to protect any confidential or proprietary information you or a third party collaborator provide to the team from the time we receive your written notice that the information is confidential. Students and faculty will freely discuss all other information associated with the project as part of the normal educational activities in the Program. As part of the normal classroom activities, faculty and students will have the right to present information to participants in the Capstone Program who are under the "Assignment of Ownership and Non-disclosure Agreement".

Your educational grant of \$20,000, for each project, makes the Program possible and will be exempted from all supporting indirect charges (overhead) by the University, so that the full amount of the grant will be available for the Program. If your project requires the Capstone team to travel outside of the state of Utah, we will ask you to approve and pay for those travel costs. In addition, if the hardware costs for each project exceed \$1,500, we will ask you to approve and pay for those additional costs.

Final presentations will be made at the end of each semester. If you notify us that protection of patent or intellectual property rights precludes complete disclosure of the project, BYU will notify you at least two weeks in advance of these presentations and will work with you to provide for both protection of your rights and appropriate publication. There will be no external presentation or publication concerning the project without your consent.

The Capstone Program is an educational program designed to help students learn the practice of engineering. Because students are responsible for the work on the project, we can only provide the work of the BYU faculty and students "as is." Students are not considered agents or employees of BYU. *BYU makes no warranties, express or implied, as to the condition, accuracy, originality, merchantability, or fitness for purpose of any products, processes or intellectual property developed in the program.*

Because you are receiving any intellectual property developed by your project, as a Capstone sponsor you agree to release and to indemnify BYU, its faculty, students, and agents from any claims arising out of the originality, design, manufacture, or use of any of the products, processes, technologies, or intellectual property generated as a result of the project, unless such claims arise out of the willful misconduct or gross negligence of BYU, its faculty, students, or agents. *You agree that BYU will not be liable for incidental or consequential damages or for lost profits resulting from a breach of this agreement, even if advised of the possibility of such damages, and that your exclusive remedy against BYU for any claim you may have against BYU relating to the Capstone Program will be limited to the amount of the educational grant funding the project.*

BYU and Capstone Sponsor agree to indemnify each other from any claims or liability, including reasonable attorneys' fees, due to their respective negligent acts or omissions arising from or in conjunction with the student's participation in the project. Neither BYU nor Capstone Sponsor will be responsible nor held liable for any claims, disputes, losses, damages, injuries, adverse events or outcomes (collectively "Claims") arising out of or caused solely by the other party's actions, inactions, or negligence. If, however, any Claims arise from the joint fault of both, each party agrees to indemnify the other from any claims or liability, due to their respective negligent acts or omissions. Notwithstanding anything herein to the contrary, the obligation of each party to indemnify the other hereunder shall be limited to the extent of the indemnifying party's respective fault.

The Ira A. Fulton College of Engineering and Technology and BYU thank you again for your participation in and support of the Capstone Program, and look forward to working with you in this educational effort.

Alan R. Parkinson: [Signature]
Dean, Ira A. Fulton College of Engineering and Technology

Capstone Sponsor signature: [Signature]

Printed name: JAMES DEL PINTO

Date: 7/29/14

Date: 23 JULY 2014