

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4908561

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
RANDY ARTHION	06/09/2008
RECEIVING PARTY DATA	
Name:	AMERIFORGE GROUP, INC.
Street Address:	945 BUNKER HILL
Internal Address:	SUITE 500
City:	HOUSTON
State/Country:	TEXAS
Postal Code:	77024
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	14888884
CORRESPONDENCE DATA	
Fax Number:	(512)536-4598
<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:	512-474-5201
Email:	sharon.dunn@nortonrosefulbright.com
Correspondent Name:	EAGLE H. ROBINSON, NORTH ROSE FULBRIGHT US LLC
Address Line 1:	98 SAN JACINTO BOULEVARD
Address Line 4:	AUSTIN, TEXAS 78701
ATTORNEY DOCKET NUMBER:	AFGI.P0012US/1000368422
NAME OF SUBMITTER:	EAGLE H. ROBINSON
SIGNATURE:	/Eagle H. Robinson/
DATE SIGNED:	04/10/2018
Total Attachments: 4	
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**CONFIDENTIALITY AND INTELLECTUAL
PROPERTY RIGHTS ASSIGNMENT
AGREEMENT**

THIS CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT AGREEMENT (this "Agreement"), is made and entered into as of this 9th day of June, 2008, by and between Ameriforge Group Inc., a Texas Corporation, on behalf of itself and all of its affiliated and subsidiary corporations, partnerships, and other entities (collectively, the "Company"), and Randy Anderson ("Employee").

1. **Confidential Information.** The Company promises to provide Employee with Confidential Information during his/her employment for the performance of Employee's duties. "Confidential Information," as used in this Agreement, is information (i) that gives the Company a competitive advantage and the disclosure of which would be detrimental to the business interests of the Company, or (ii) that is designated as Confidential and is not generally known by non-Company personnel. Confidential Information includes, but is not limited to, product and service specifications, manufacturing processes and procedures, quality controls, product testing methods, requirements, thresholds, inventory management information, manufacturing measurements, trade secrets, proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, formulae related to the current, future and proposed products and services of the Company, customer and potential customer lists, market information, contact information, pricing strategies, pricing and sales information and techniques, procurement information and requirements, purchasing information, personnel information, purchasing and cost information, business strategies, finances, budgets and forecasts, and any compilations of the forgoing information.

2. **Confidentiality.** Except as otherwise provided by law, the lawful order of a court or agency of competent jurisdiction, or the performance of his/her duties for the Company, Employee agrees that he/she shall not, without the prior written consent of the Company, disclose any Confidential Information that was acquired by or disclosed to Employee during the course of his/her employment with the Company. Employee understands this provision shall not apply to information that is in the public domain or that was disclosed to Employee by independent third parties who were not bound by an obligation of confidentiality.

3. **Prior Work.** Employee agrees that all previous work done for the Company relating in any way to the conception, reduction to practice, creation, derivation, design, development, manufacture, sale or support of products or services for the Company is the property of the Company, and Employee assigns to the Company all of his right, title and interest, including, but not limited to, any intellectual property right, title and interest, in and to such previous work.

4. **Ownership and Nondisclosure of Intellectual Property.** All Intellectual Property is the sole property of the Company and the Company's assigns. The Company and the Company's assigns shall be the sole and exclusive owner of all patents, copyrights, trade secrets and other rights in the Intellectual Property. For purposes of this Agreement, "Intellectual Property" shall mean any and all intellectual property rights in all tangible and intangible work product created, conceived or developed by Employee alone or with others, whether inside or

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outside normal working hours or on or off the Company's premises, which result from or relate to the Company's business or prospective business, or Employee's responsibilities or activities at the Company.

5. **Customers' Intellectual Property.** Employee shall not, without the express written permission of the Company and its customers, disclose or in anyway use the confidential information or intellectual property of its customers, and shall otherwise comply with any and all obligations, contractual or otherwise, the Company may have to protect its customers' confidential information or intellectual property.

6. **Ownership and Return of Materials.** All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to Employee by the Company shall remain the property of the Company. Upon termination of Employee's employment, or at any time on the request of the Company before termination, Employee will deliver to the Company all materials furnished to Employee by the Company.

7. **Disclosure of Prior Intellectual Property.** Employee acknowledges he has identified on Exhibit A attached hereto all Intellectual Property applicable to the business of the Company or relating in any way to the Company's business or demonstrably anticipated research and development or business, which was conceived, reduced to practice, created, derived, developed, or made by Employee prior to his/her employment with the Company (collectively, the "Prior Intellectual Property").

8. **Assignment of Intellectual Property; License of Prior Intellectual Property.** Employee hereby agrees to promptly disclose and describe to the Company, and hereby does and will assign to the Company or the Company's designee his/her entire right, title, and interest in and to, the Intellectual Property, and any associated intellectual property rights, which he/she may solely or jointly conceive, reduce to practice, create, derive, develop or make during the period of his/her employment with the Company (the "Company Intellectual Property"). To the extent any of the rights, title and interest in and to the Company Intellectual Property cannot be assigned by him/her to the Company, Employee hereby grants to the Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to the Company Intellectual Property can be neither assigned nor licensed by him/her to the Company, Employee hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against the Company or any of the Company's successors in interest to such non-assignable and non-licensable rights. Employee hereby grants to the Company or the Company's designees a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicenses) to practice all applicable patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Intellectual Property which he/she incorporates, or permits to be incorporated, in any of the Company Intellectual Property.

9. **Future Intellectual Property.** Employee recognizes that Intellectual Property relating to his/her activities while working for the Company and conceived, reduced to practice, created, derived, developed, or made by him/her, alone or with others, within three (3) months after termination of his/her employment may have been conceived, reduced to practice, created, derived, developed, or made, as applicable, in significant part while employed by the Company. Accordingly, Employee agrees that such Intellectual Property shall be presumed to have been conceived, reduced to practice, created, derived, developed, or made, as applicable, during

his/her employment with the Company and are to be promptly assigned to the Company unless and until he/she has established the contrary by written evidence satisfying the clear and convincing standard of proof.

10. **Cooperation in Perfecting Rights to Intellectual Property.** Employee agree to perform, during and after his/her employment, all acts deemed necessary or desirable by the Company to permit and assist the Company, at the Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Intellectual Property assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, the Company under this Agreement.

11. **No Violation of Rights of Third Parties.** Employee acknowledges and agrees that his/her 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 proprietary information, knowledge or data acquired by him/her prior to his/her employment with the Company, and Employee will not disclose to the Company, or induce the Company to use, any confidential or proprietary information or material belonging to any previous employer or others.

12. **Remedies.** Employee and the Company acknowledge and agree that irreparable damage will result to the Company in the event of a breach by Employee of this Agreement. As a result, in the event that Employee breaches this Agreement, Employee agrees the Company shall be entitled to all remedies, including monetary damages and injunctive relief and such other equitable relief as may be appropriate to prevent or restrain any breach or threatened breach of this Agreement.

13. **Severability.** The provisions of this Agreement are severable. Any provision of this Agreement which is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdictions.

14. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to conflicts of laws provisions thereof. The sole and exclusive venue for any action to enforce the provisions of this Agreement shall be any state or federal court in Harris County, Texas.

15. **Assignability.** This Agreement and the rights and obligations of the Company hereunder may be assigned by the Company. No rights or obligations of Employee under this Agreement may be assigned or transferred by Employee.


Employee

Ameriforge Group Inc.

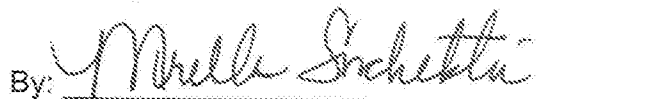
By: 

EXHIBIT A

None.

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