

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4948724

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL SCHILLER	09/08/2014
RECEIVING PARTY DATA	
Name:	IMMUTA, INC.
Street Address:	8400 BALTIMORE AVENUE, SUITE 100
City:	COLLEGE PARK
State/Country:	MARYLAND
Postal Code:	20740
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15971684
CORRESPONDENCE DATA	
Fax Number:	(202)654-4501
<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:	2026544565
Email:	ipdocketing@haynesboone.com
Correspondent Name:	HAYNES AND BOONE LLP - JEFFREY A. WOLFSON
Address Line 1:	2323 VICTORY AVENUE
Address Line 4:	DALLAS, TEXAS 75219
ATTORNEY DOCKET NUMBER:	51425.13US02
NAME OF SUBMITTER:	YOLANDA M. HAZELL
SIGNATURE:	/Yolanda M. Hazell/
DATE SIGNED:	05/07/2018
Total Attachments: 7	
source=Assignment_SCHILLERtoIMMUTA#page1.tif	
source=Assignment_SCHILLERtoIMMUTA#page2.tif	
source=Assignment_SCHILLERtoIMMUTA#page3.tif	
source=Assignment_SCHILLERtoIMMUTA#page4.tif	
source=Assignment_SCHILLERtoIMMUTA#page5.tif	
source=Assignment_SCHILLERtoIMMUTA#page6.tif	

IMMUTA, INC.

FOUNDER INVENTION, NON-DISCLOSURE,
NON-COMPETITION AND NON-SOLICITATION AGREEMENT

This Founder Invention, Non-Disclosure, Non-Competition and Non-Solicitation Agreement (the "Agreement") made this 8th day of September, 2014, is made by and between Immuta, Inc., a Delaware corporation (hereinafter referred to collectively with its subsidiaries as the "Company"), and Michael Schiller (the "Founder").

In consideration of the Service or the continued Service of the Founder by the Company and the sale and issuance of shares of common stock of the Company to the Founder, the Company and the Founder agree as follows:

3. Developments.

(b) The Founder will make full and prompt disclosure to the Company of all discoveries, ideas, inventions, improvements, enhancements, processes, methods, techniques, developments, software, and works of authorship, whether patentable or not, (i) which have been created, made, conceived or reduced to practice by the Founder or under Founder's direction or jointly with others prior to the date hereof and which relate directly or indirectly to the business of the Company, including the business of designing software to make Big Data easier for the common developer, or (ii) which are created, made, conceived or reduced to practice by the Founder or under the Founder's direction or jointly with others during the Founder's Service, whether or not during normal working hours or on the premises of the Company (all of which are collectively referred to in this Agreement as "**Developments**"). The Founder acknowledges that each original work of authorship which is made by the Founder (solely or jointly with others)

within the scope of and during the period of Founder's Service and which is protectable by copyright is a "work made for hire," as that term is defined in the United States Copyright Act. The Founder agrees to assign and does hereby assign to the Company (or any person or entity designated by the Company) all the Founder's right, title and interest in and to all Developments (other than Prior Developments listed on Exhibit A, if any) and all related patents, patent applications, copyrights and copyright applications. However, this paragraph 3(b) shall not apply to Developments described in clause 3(b)(ii) above which do not relate to the business or research and development conducted or planned to be conducted by the Company at the time such Development is created, made, conceived or reduced to practice and which are made and conceived by the Founder not during normal working hours, not on the Company's premises and not using the Company's tools, devices, equipment or Proprietary Information. The Founder understands that, to the extent this Agreement shall be construed in accordance with the laws of any state which precludes a requirement in an employee agreement to assign certain classes of inventions made by an employee, this paragraph 3(b) shall be interpreted not to apply to any invention which a court rules and/or the Company agrees falls within such classes. The Founder also hereby waives all claims to moral rights in any Developments.

(c) The Founder agrees to cooperate fully with the Company, both during and after the Founder's Service, with respect to the procurement, maintenance and enforcement of copyrights, patents and other intellectual property rights (both in the United States and foreign countries) relating to Developments. The Founder shall sign all papers, including, without limitation, copyright applications, patent applications, declarations, oaths, formal assignments, assignments of priority rights, and powers of attorney, which the Company may deem necessary or desirable in order to protect its rights and interests in any Development.

7. Miscellaneous.

(a) Equitable Remedies. The Founder acknowledges that the restrictions contained in this Agreement are necessary for the protection of the business and goodwill of the Company and are considered by the Founder to be reasonable for such purpose. The Founder agrees that any breach or threatened breach of this Agreement is likely to cause the Company substantial and irrevocable damage which is difficult to measure. Therefore, in the event of any such breach or threatened breach, the Founder agrees that the Company, in addition to such other remedies which may be available, shall have the right to obtain an injunction from a court restraining such a breach or threatened breach without posting a bond and the right to specific performance of the provisions of this Agreement and the Founder hereby waives the adequacy of a remedy at law as a defense to such relief.

(d) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns, including any corporation with which, or into which, the Company may be merged or which may succeed to the Company's assets or business, provided, however, that the obligations of the Founder are personal and shall not be assigned by the Founder. The Founder expressly consents to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employ the Founder may be transferred without the necessity that this Agreement be re-signed at the time of such transfer.

(e) Interpretation. If any restriction set forth in Section 4 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, it shall be

interpreted to extend only over the maximum period of time, range of activities or geographic area as to which it may be enforceable.

(f) Severability. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

(g) Waivers. No delay or omission by the Company in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(h) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without reference to the conflicts of laws provisions thereof). Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Delaware (or, if appropriate, a federal court located within Delaware), and the Company and the Founder each consents to the jurisdiction of such a court. The Company and the Founder each hereby irrevocably waive any right to a trial by jury in any action, suit or other legal proceeding arising under or relating to any provision of this Agreement.

(i) Entire Agreement; Amendment. This Agreement supersedes all prior agreements, written or oral, between the Founder and the Company relating to the subject matter of this Agreement. This Agreement may not be modified, changed or discharged in whole or in part, except by an agreement in writing signed by the Founder and the Company. The Founder agrees that any change or changes in the Founder's duties, salary or compensation after the signing of this Agreement shall not affect the validity or scope of this Agreement.

(j) Captions. The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed the Founder Invention, Non-Disclosure, Non-Competition and Non-Solicitation Agreement as of the date and year first above written.

COMPANY:

IMMUTA, INC.

By: 

Name: Matthew Carroll

Title: President

FOUNDER:

By: 

Name: Michael Schiller

SIGNATURE PAGE TO FOUNDER INVENTION, NON-DISCLOSURE, NON-COMPETITION
AND NON-SOLICITATION AGREEMENT

ACTIVEUS 133721262V.2