

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT4959224

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	BYRNE EMPLOYMENT CONTRACT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
RONAN BYRNE	11/07/2012
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	EXERGYN LIMITED
<b>Street Address:</b>	DCU CLEANTECH INNOVATION CAMPUS
<b>Internal Address:</b>	OLD FINGLAS ROAD, GLASNEVIN
<b>City:</b>	DUBLIN
<b>State/Country:</b>	IRELAND
<b>Postal Code:</b>	11
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	14898168
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(617)500-2499
<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>	617-500-2500
<b>Email:</b>	INFO@ORPATENT.COM
<b>Correspondent Name:</b>	OCCHIUTI & ROHLICEK LLP
<b>Address Line 1:</b>	321 SUMMER ST.
<b>Address Line 4:</b>	BOSTON, MASSACHUSETTS 02210
<b>ATTORNEY DOCKET NUMBER:</b>	3B211-003US1
<b>NAME OF SUBMITTER:</b>	LINDA CARDENTE
<b>SIGNATURE:</b>	/LindaCardente/
<b>DATE SIGNED:</b>	05/14/2018
<b>Total Attachments: 10</b>	
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07 November 2012

Private & Confidential

Ronan Byrne

Dear Ronan,

We would be pleased to offer you a position as a *Graduate Mechanical/Manufacturing Engineer* in our Dublin office working with the 'Technology Team' under the technical direction of Kevin O'Toole & Barry Cullen. Your position will require a mix of practical and theoretical mechanical engineering skills.

The starting salary we would offer is €23,000. You would be expected to work a 39 hour week and would be entitled to 20 days holiday in addition to public holidays.

The starting date for the contract is Monday, the 3<sup>rd</sup> of December, 2012. Your contract would be subject to six months probation and would be subject to two week's notice on either side.

Please confirm in writing that you are willing to accept this position, and the date that you will be able to commence.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'K. O'TOOLE', is written over a horizontal dotted line.

Kevin O'Toole

for Navitas Thermal Technologies



## TERMS & CONDITIONS OF EMPLOYMENT

This document is an agreement between Ronan Byrne and Exergyn Limited (hereinafter referred to as "the Company") and sets out the main terms and conditions of your employment as follows:

### 1. Job Title

You will be employed as Research Engineer (PE-I) from January 1<sup>st</sup> 2014. For statutory purposes continuous service commenced on December 3<sup>rd</sup> 2012. You will be required to perform the duties outlined in your job description and should be prepared to undertake other occasional duties that may be assigned to you by your manager from time to time.

### 2. Location

You will be employed at Suite 333, The Capel Building, Mary's Abbey, Dublin 7, which will be your normal place of work. However, it is a condition of your employment and you hereby agree that you will carry out your work at whatever place or site the Company shall designate on either a temporary or a permanent basis.

### 3. Remuneration

Your total gross remuneration package will be €31,250 per annum, payable as a combination of cash and shares. The value of the shares for remuneration purposes will be the value set at the time that the shares become payable to you, this being the value from which employment taxes will be calculated. Cash payments will be paid monthly by electronic funds transfer directly to your bank account. You will be required to work a month in arrears.

### 4. Hours of Work

Your normal hours of work will be 37.5 hours and will normally be spread over 5 days per week inclusive of Sundays and Bank Holidays. These hours are excluding breaks which are unpaid and do not count as your normal hours of work.

You are entitled to the following unpaid breaks per hours worked:

15 Minutes	4.5 hours
30 Minutes	6 hours or more
11 consecutive hours	within every 24 hours
24 consecutive hours	within every 7 days

### 5. Overtime

You may be required to work overtime depending on the requirements of your work and at the discretion and request of management. Where possible you will be notified in advance. Overtime will be based on your hourly rate or given as time in lieu at the discretion of your manager. Overtime will be calculated over a 78 hour fortnight.

### 6. Probation

You will be employed initially on a probationary period of six months. The probation period may be extended at the Company's discretion but will not, in any case, exceed 9 months. Termination of your employment within the probationary period shall be at the discretion of the Company.

### 7. Holiday entitlement

The holiday year runs from the 1st of January to 31st December. Your annual holiday entitlement is 20 working days per year. The Company will ensure that you receive all your annual entitlement within the

leave year. Payment in lieu for holiday days is not permitted. In no circumstances can holidays be carried over from one year to the next. Holiday Pay is calculated at basic rate of pay, and is paid prior to the leave. If on termination of this contract you have taken in excess of your annual leave entitlement, the Company reserves the right to deduct a sum equal to the amount of holiday taken over and above the entitlement to date, from your final pay.

Advance notice must be given to your Manager when you wish to seek approval for holiday dates. In your own interest you should not make any holiday bookings until you receive approval.

**8. Public Holidays**

On those occasions when you are required to work on a public holiday, you will be entitled to the equivalent number of additional hours paid holiday in lieu. Where this is not feasible, you will receive an extra day's pay.

**9. Sickness**

If you are absent from work due to illness, you will be expected to notify the Company immediately (or in any event, not less than one hour before your shift begins, giving the reason for absence and expected date or return). You are required to provide a medical certificate in a form satisfactory to the Company for all absences from work for more than three consecutive working days and thereafter on a weekly basis if absence continues.

The Company does not pay employees during absences due to illness or injury. However, should the Company pay you your salary during or for a part of any period of absence due to sickness or injury, such payments of salary are made at the absolute discretion of the Company and may be terminated at any time.

Where the Company makes payment of salary to you during any period of absence due to sickness or injury and you are entitled to any social welfare or similar benefits during such period of absence, you will be required by the Company to reimburse the Company for the amount of the social welfare or other benefits received or the Company may at its election reduce the amount receivable by you during such absence.

The Company may (at its expense) require you to attend for examination by a medical practitioner of its choice and the Company and/or its medical advisors will be entitled to the disclosure of the results, provided such disclosure is restricted to matters which could affect your employment.

**10. Retirement**

Retirement age is 65 years. There will be no exceptions to this rule.

**11. Lay-Off and/or Short Time**

The Company reserves the right to lay you off from work or reduce your working hours where, through circumstances beyond its control, it is unable to maintain you in the employment or maintain you in full-time employment. You will receive as much notice as is reasonably possible prior to such lay-off or short-time. You will not be paid during the lay-off period. You will be paid for hours actually worked during periods of short-time.

**12. Notice of Termination**

You are required to give written notice of your intention to terminate your employment. During your first four weeks of employment no notice is required to terminate your employment. Thereafter you are required to give written notice of your intention to terminate your employment on the following basis:

13 weeks – 6 months	1 week
6 months - 5 years or more	4 weeks

The period of notice you are entitled to receive in the event of termination of employment is as follows: No notice for service less than 13 weeks; one weeks notice up to 2 years continuous service; 2 weeks notice for 2 years to 5 years' service; 4 weeks notice for 5 – 10 years service; 6 weeks notice for 10 – 15 years notice; 8 weeks notice for 15 or more years service.

In the instance of summary dismissal for gross misconduct the right to notice and payment in lieu of notice will be forfeited.

### **13. Confidentiality**

For the purpose of this Agreement "Confidential Information" means all information pertaining to any aspect of the Company's business which either is:

- not known by actual or potential competitors of the Company;
- proprietary information of the Company or its customers or suppliers; or
- proprietary information of third parties in respect of which the Company, its employees or consultants have obligations of confidentiality, whether of a technical nature or otherwise, including, without limitation, information relating to business procedures, customers and suppliers, methods of operation, work product, price tariffs, processes, methods, trade secrets, secret procedures, designs, names of or agreements with suppliers, know-how, released or unreleased software or hardware products, technical knowledge, formulae, processes, techniques, data and data systems, plans, specifications, drawings, products, markets, projections, prospects, policies, practices, transactions, the marketing and promotion of any products, business policies or practices or improvements in respect of any of the foregoing.

You hereby agree both during and after termination of your employment with the Company to hold in strictest confidence and not disclose or use directly or indirectly except to the extent authorised by the Company, any Confidential Information which you obtain or create or have access to during your employment with the Company whether during working hours or otherwise and in whatsoever form or media and whether labelled as confidential or not. The above obligations shall not apply to Confidential Information which is within the public domain at the time of disclosure to you or subsequently enters the public domain through no fault of yours; or

- you are required by order of any court to disclose; or
- is lawfully received by you from a third party free to disclose such information to you and which you can demonstrate and verify in writing was so lawfully received.

You agree to use the Confidential Information only as authorised by the Company and to return or deliver to the Company upon termination of your employment or upon an earlier request of the Company, all Confidential Information in your possession or control without retaining copies thereof.

The restrictions in this Clause survive the termination of your employment with the Company without limit in point of time.

### **14. Discovery of Patents**

In this Agreement "IP Rights" means patents, rights to inventions, copyright and related rights, moral rights (to the extent permitted by law), trade marks and service marks, trade names and domain names, rights in get-up, rights to goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

You acknowledge that all IP Rights created or invented by you at any time during the course of your employment with the Company (whether or not during working hours or using Company premises or resources, and whether or not recorded in material form) and all materials embodying them shall be assigned to the Company pursuant to this Agreement and shall automatically belong to the Company to the fullest extent permitted by law. To the extent that they do not vest in the Company automatically, you hold them on trust for the Company and shall transfer them to the Company (or its nominee) upon request. You hereby waive all your present and future moral rights which arise under the Copyright and Related Rights Act 2000, and all similar rights in other jurisdictions relating to any IP Rights, and agree not to support, maintain nor permit any claim for infringement of moral rights in such copyright works.

You irrevocably appoint the Company to be your attorney in your name and on your behalf to execute and do any such instruments or things and generally to use your name for the purpose of giving to the Company (or its nominee) the full benefit of the provisions of this Clause. You acknowledge in favour of

third party a certificate in writing signed by any director or the secretary of the Company that any instrument or act falls within the authority conferred shall be conclusive evidence that such is the case.

You warrant that you have not brought and will not bring or use in the performance of your duties for the Company any IP Rights or any other proprietary or confidential information (whether or not in writing) of a former employer or third party without the former employer's or other third party's written authorisation and the Company's express knowledge and consent.

You agree to give all necessary assistance to the Company, at the Company's reasonable cost, to vest the IP Rights referred to in this clause in the Company or its nominees, to enable it to enforce its IP Rights against third parties, to defend claims for infringement of third party IP Rights and to apply for registration of IP Rights, where appropriate throughout the world, and for the full term of those rights. Such documents may, at the Company's request, include waivers of all and any statutory moral rights relating to any copyright works which form part of the Company's IP Rights pursuant to this Agreement. This Clause shall survive termination of this contract.

**15. Restrictive Covenants**

For the purposes of this Clause 15, the following expressions shall have the meanings set out in the table below:

<b>the Prohibited Area</b>	Worldwide;
<b>the Relevant Business</b>	the business of product development of heat recovery technology
<b>Relevant Capacity</b>	in relation to a person, that person acting either alone or jointly or in conjunction with or on behalf of or through the agency of any person and whether as principal, agent, partner, shareholder, director, manager, adviser, consultant, employee or otherwise howsoever and whether directly or indirectly (except as the holder or beneficial owner for investment purposes of not more than 5% in nominal value of any class of securities listed or dealt in on a recognised stock exchange).

Since you have obtained and are likely to obtain in the course of your employment hereunder knowledge of trade secrets of the Company you hereby agree with the Company that you will be bound by the following restrictions:

that you will not in any Relevant Capacity during a period of 3 months from the date of termination of this Agreement within the Prohibited Area solicit, directly or indirectly, in competition with the Company in relation to the Relevant Business the custom of any person, firm or company who at any time during the last 3 months of his service with the Company was a customer of or in the habit of dealing with the Company or represent yourself as being in any way connected with or interested in the business of the Company;

that you will not in any Relevant Capacity during a period of 3 months from the date of termination of this Agreement solicit, interfere with or entice away from the Company or offer to employ or engage any employee or person engaged by the Company in the Relevant Business at the date of termination of this Agreement who because of his or her seniority or knowledge of confidential information or influence over a customer of the Company is likely to be able to assist a business in or proposing to be in competition with the Company in the Relevant Business; and that you will not in any Relevant Capacity during a period of 3 months from the date of termination of this Agreement within the Prohibited Area (whether alone or jointly) directly or indirectly carry on or be engaged in competition with the Company.

**16. Exclusive Service**

During the continuance of your employment hereunder you shall devote your whole time, attention and your ability during your hours of work for the Company to the business of the Company. You shall not under any circumstances whether directly or indirectly undertake any other duties of any kind whether during your hours of work or otherwise, without consent in writing from the Company.

**17. Grievance procedure**

Navitas Thermal Technologies operates a grievance procedure, complete details of which may be found in the Staff Handbook.

In the first instance, any work related grievance should be raised with your immediate manager in writing. Where reasonably practicable your manager will arrange to meet and discuss the matter with you within ten working days, and a decision will be given to you as soon as is reasonably practicable.

If having discussed the matter you are dissatisfied with the outcome, you may pursue the matter to the next level of management whose decision will be final. Any grievance will be discussed, where practicable, within ten days of receipt, and a decision will be given to you as soon as is reasonably practicable.

In cases, which involve your immediate manager personally, your grievance should be raised in the first instance with the next level of management.

**18. Disciplinary Procedures**

The Company operates a disciplinary procedure, complete details of which may be found in the Staff Handbook.

These procedures state that where an employee's conduct, attendance or performance warrants disciplinary action, the following procedure will apply:

A full investigation will take place, followed, if necessary by a disciplinary hearing. (You may be suspended from duty on full pay, pending the result of the investigation.) This may result in one / or all of the following:

- Verbal Warning.
- First Written Warning
- Final Written Warning
- Dismissal
- Summary Dismissal, without notice may result in the case of Gross Misconduct.

The following are some examples of gross misconduct, but the list is not exhaustive: Fighting, threatening and/or striking another employee customer or guest; Theft of Company Data; Theft of Company or Guest Property; Willful damage to Company property; Reporting for work under the influence of alcohol, drugs or other substance; smoking in an enclosed work space; Refusal to carry out reasonable instructions from an immediate superior or more senior member of management, contravention of the company confidentiality agreement etc.

The decision to dismiss will be taken only by the Chief Science Officer or the Chief Technology Officer in his absence.

At all stages employees have the right to be represented at a disciplinary hearing. They have the right to state their case. Employees have the right to appeal the decision made following the hearing. This should be in writing, within seven days and addressed to the immediate superior of the person making the original decision.

All warnings will be recorded and the employee will receive a copy.

Further details are contained in your employee handbook.

**19. Right of Search**

The Company reserves the right to search your belongings, locker, any bags or any other types of holdall being carried out of the premises. You will be required to be present during such a search.

**20. Personal Details**

You are required to notify your Manager, in writing, of any relevant changes in your personal circumstances e.g. change of address; telephone number; bank details etc.

**21. Changes to Terms and Conditions of Employment**



The Company reserves the right to make reasonable variations (by mutual consent) to your terms and conditions of employment, giving at least one month's notification, with changes issued in writing. Any such variation will henceforth form part of this contract.

**22. Equal Opportunities**

Navitas Thermal Technologies are an equal opportunities employer. No job applicant or employee shall receive less favourable treatment on the grounds of sex, marital status, family status, sexual orientation, religion, age, disability, race, or membership of the traveling community.

**23. Smoking Policy**

Under the Public Health Tobacco Acts 2002 and 2004, smoking is strictly prohibited in all enclosed workplaces. Under this legislation any employee found to be smoking in an enclosed work area will be subject to disciplinary action up to and including summary dismissal.

**24. Use of Internet and Email**

The use of email and internet access is an essential corporate resource which is made available for business purposes, to enable employees to communicate with guests and suppliers, and to access information that specifically relates to their duties and role.

The company reserves the right to review, audit, intercept access and disclose all messages received or sent over electronic mail system, this includes monitoring the traffic of an employee's mail usage.

Inappropriate use of this resource will result in disciplinary action up to and including summary dismissal.

**25. Personal Phone Calls**

Making or receiving of personal calls, whether on company phones or personal mobile phones whilst on duty, except in the case of an emergency is not permitted. Unauthorised use of mobile phones whilst on duty may result in disciplinary action.

**26. Obligations on Termination**

Upon the termination of your employment you shall immediately deliver up to the company all correspondence, documents, memoranda, papers, computer disks, credit cards, keys, mobile phones and other property of the Company which may be in your possession or under your control by reason of your employment; and

the Company shall forthwith pay to you all accrued and unpaid remuneration, fees and expenses due under the terms of this contract.

The termination of your employment shall not affect such other provisions hereof as are intended to survive the termination hereof and have continuing effect.

**27. Company Policies**

You are required to familiarise yourself with all practices, policies and procedures operated by the Company, which as an employee of the Company you are required to adhere to. The Company reserves the right to change and add to these policies and/or adopt new policies from time to time and you shall be notified of any such change or addition to such policies, procedures and practices.

I confirm that I have read and understand the details relating to the terms and conditions of employment set out in this statement and I accept and agree to be bound by the above terms and conditions.

Signed \_\_\_\_\_ (Employee) Date \_\_\_\_\_

Print Name \_\_\_\_\_

Signed \_\_\_\_\_ (for the Company) Date \_\_\_\_\_

ASSIGNMENT

THIS DEED OF ASSIGNMENT dated 25 April 2018

BETWEEN

TIRCA-DRAGOMIRESCU, Georgiana, a Romanian citizen of, c/o Exergyn Limited of DCU Cleantech Innovation Campus, Old Finglas Road, Glasnevin, Dublin 11, Ireland;

BYRNE, Ronan an Irish citizen of, c/o Exergyn Limited of DCU Cleantech Innovation Campus, Old Finglas Road, Glasnevin, Dublin 11, Ireland;

BEIRNE, Rory an Irish citizen of, c/o Exergyn Limited of DCU Cleantech Innovation Campus, Old Finglas Road, Glasnevin, Dublin 11, Ireland; and

O'TOOLE, Kevin, an Irish citizen of, c/o Exergyn Limited of DCU Cleantech Innovation Campus, Old Finglas Road, Glasnevin, Dublin 11, Ireland

(hereinafter called "the Inventors") of the one part; and

EXERGYN LIMITED, an Irish Company of DCU Cleantech Innovation Campus, Old Finglas Road, Glasnevin, Dublin 11, Ireland (hereinafter referred to as "the Assignee") of the second part

WHEREAS the Inventors claim to be the true and first inventors of an invention relating to "Rotary Core Modular SMA Device" (hereinafter referred to as the "Invention") and for which an International PCT Patent Application has been filed on 13<sup>th</sup> June 2014 and assigned application number PCT/EP2014/062485 and claiming priority from UK Patent Application No. 1310533.3 filed on 13<sup>th</sup> June 2013 (hereinafter referred to as the "Patent Applications").

NOW THIS ASSIGNMENT WITNESSETH that in consideration of

PATENT

REEL: 046140 FRAME: 0634

The sum of EURO 10 and other good and valuable consideration the receipt of which is hereby acknowledged:

1. The Inventors hereby assign to the Assignee absolutely the Invention, the Patent Applications, any improvements in or modifications thereof, and any know-how relating thereto together with all rights and interest in the same and all rights and powers to make application for patents in the name of the Assignee, or in the name of its nominee, in the Republic of Ireland and in all other countries of the world in respect of the Invention or improvements in or modifications thereof, together with all rights and benefits arising there from under the International Convention for the Protection of Industrial Property.
2. The Inventors hereby covenant with the Assignee as follows:
  - (i) that they will (so far as necessary) permit and enable the Assignee to apply for and will take all reasonable steps to assist the Assignee or its nominee in obtaining the grant of patent or like protection in respect of the Invention hereinbefore assigned in any territory as may be required by the Assignee
  - (ii) that they will at the request and cost of the Assignee execute and do all such documents, acts and things as may be necessary for the purpose of sub-paragraph (i) hereof and for vesting any relevant invention, application for patent, patent, know-how, copyright or design in the Assignee or its nominee absolutely.

IN WITNESS WHEREOF this Deed has been executed the day and year first herein written.

SIGNED SEALED and DELIVERED

by TIRCA-DRAGOMIRESCU, Georgiana

*[Handwritten signature]*

in the presence of

*[Handwritten signature]*

Witness

by BYRNE, Ronan

\_\_\_\_\_

in the presence of

\_\_\_\_\_

Witness

by BEIRNE, Rory

\_\_\_\_\_

in the presence of

\_\_\_\_\_

Witness

by O'TOOLE, Kevin

*[Handwritten signature]*

in the presence of

*[Handwritten signature]*

Witness

**EXERGYN LIMITED**

By:

*[Handwritten signature]*

Title:

DIRECTOR of R&D

in the presence of

*[Handwritten signature]*

Witness