

<b>PATENT ASSIGNMENT COVER SHEET</b>
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Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5089879

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	CERTIFICATE OF MERGER OF DOMESTIC CORPORATION INTO DOMESTIC LIMITED LIABILITY COMPANY
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
EPHESUS LIGHTING, INC.	12/20/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	COOPER LIGHTING, LLC
<b>Street Address:</b>	1000 EATON BLVD.
<b>City:</b>	CLEVELAND
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	44122
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	15720325
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(609)896-1469
<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>	609-896-3600
<b>Email:</b>	ipdocket@foxrothschild.com
<b>Correspondent Name:</b>	FOX ROTHSCHILD LLP / EATON PRINCETON PIK
<b>Address Line 1:</b>	997 LENOX DRIVE
<b>Address Line 2:</b>	BLDG. #3
<b>Address Line 4:</b>	LAWRENCEVILLE, NEW JERSEY 08648
<b>ATTORNEY DOCKET NUMBER:</b>	114959.01911
<b>NAME OF SUBMITTER:</b>	MARY P. MCDERMOTT
<b>SIGNATURE:</b>	/Mary P. McDermott/
<b>DATE SIGNED:</b>	08/09/2018
<b>Total Attachments: 20</b>	
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# Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"EPHESUS LIGHTING, INC.", A DELAWARE CORPORATION,  
WITH AND INTO "COOPER LIGHTING, LLC" UNDER THE NAME OF  
"COOPER LIGHTING, LLC", A LIMITED LIABILITY COMPANY ORGANIZED  
AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS  
RECEIVED AND FILED IN THIS OFFICE ON THE TWENTY-THIRD DAY OF  
DECEMBER, A.D. 2016, AT 12:49 O`CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF  
THE AFORESAID CERTIFICATE OF MERGER IS THE THIRTY-FIRST DAY OF  
DECEMBER, A.D. 2016.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE  
NEW CASTLE COUNTY RECORDER OF DEEDS.



  
Jeffrey W. Bullock, Secretary of State

2825802 8100M  
SR# 20167248938

Authentication: 203589042  
Date: 12-27-16

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)

PATENT  
REEL: 046752 FRAME: 0437

**STATE OF DELAWARE  
CERTIFICATE OF MERGER OF  
DOMESTIC CORPORATION INTO  
DOMESTIC LIMITED LIABILITY COMPANY**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Limited Liability Company Act, the undersigned limited liability company executed the following Certificate of Merger:

**FIRST:** The name of the surviving limited liability company is Cooper Lighting, LLC and the name of the corporation being merged into this surviving limited liability company is Ephesus Lighting, Inc.

**SECOND:** The Agreement of Merger has been approved, adopted, certified, executed and acknowledged by the surviving limited liability company and the merging corporation.

**THIRD:** The name of the surviving limited liability company is Cooper Lighting, LLC.

**FOURTH:** The merger is to become effective on December 31, 2016.

**FIFTH:** The Agreement of Merger is on file at 1000 Eaton Blvd., Cleveland, OH 44122, the place of business of the surviving limited liability company.

**SIXTH:** A copy of the Agreement of Merger will be furnished by the surviving limited liability company on request, without cost, to any member of any constituent limited liability company or stockholder of any constituent corporation.

IN WITNESS WHEREOF, said limited liability company has caused this certificate to be signed by an authorized person, the 20<sup>th</sup> day of December, A.D., 2016.

By: 

Authorized Person

Name: Lizbeth L. Wright

Print or Type

Title: Vice President and Secretary

## WORK FOR HIRE & ASSIGNMENT AGREEMENT

The undersigned, Daniel Foster ("Developer"), in consideration of and as a condition of his/her/its engagement as an employee to Ephesus Lighting, Inc. ("Ephesus"), does hereby agree with Ephesus as follows:

1. For purposes of this agreement, "Intellectual Property Rights" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of any kind, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

2. Developer agrees to assign and transfer and hereby does assign and transfer to Ephesus, for good and valuable consideration, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of Ephesus or that relate to the business of Ephesus or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by Ephesus or which may be used in relation therewith, or that result from tasks assigned to Developer by Ephesus or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by Ephesus, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the "Developments"). Developer hereby acknowledges that Developer's work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under Ephesus' direction and control and have been specially ordered or commissioned by Ephesus. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for Ephesus within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of Ephesus, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," Developer shall and does hereby assign the copyright therein to Ephesus. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer's engagement by Ephesus, whether it be Ephesus Lighting, Inc. or Ephesus Technologies, LLC. prior to the date hereof, whether or not Developer is the named author or inventor, are owned solely by Ephesus, and that Developer has no right, title or interest

therein, agrees that upon the request of Ephesus, and without any further compensation, will take such action and execute such documents as Ephesus may request to evidence and perfect Ephesus's ownership of such Developments.

3. Developer shall promptly disclose to Ephesus each Development and shall communicate all available information relating thereto to Ephesus promptly and without cost. Developer irrevocably designates and appoints Ephesus and its duly authorized officers and agents as Developer's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Developer's death or incapacity), to act for and in Developer's behalf and stead to execute and file any application or applications for patents, trademarks, copyrights, and the like on Developments, and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks, copyright or other analogous protection with the same legal force and effect as if executed by Developer.

4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to Ephesus, its successors and assigns, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the Developments (including any derivative or collective works prepared pursuant to such authorization), and to authorize others to do any or all of the foregoing.

5. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, Ephesus shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of obligations hereunder.

6. Developer understands that this Agreement does not create an employment agreement with Ephesus or other obligation on the part of Ephesus to retain Developer's services as an employee, contractor, consultant or service provider.

7. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee of Ephesus, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer's engagement by Ephesus. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.

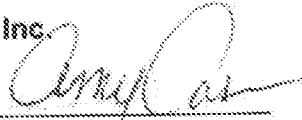
8. Developer's obligations under this Agreement shall survive the termination or cessation of his/her/its engagement with Ephesus regardless of the manner of such termination or cessation and shall be binding upon heirs and assigns.

9. This Agreement is governed by the laws of the State of New York, without regard or giving effect to its principles of conflict of laws. Each Party shall pay its own costs and attorney fees in the event of a conflict or litigation arising from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day, month and year set forth above.

Ephesus Lighting, Inc

By (sign name):



Print Name:

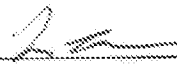
Amy Casper

Title:

CEO

Date:

By (sign name):



Print Name:

Daniel Furr

Title:

EE Design Intern

Date:

6/1/15



## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

The undersigned, Joseph Casper ("Developer"), in consideration of and as a condition of his/her/its engagement as an employee of Ephesus Lighting, Inc. ("Ephesus"), does hereby agree with Ephesus as follows:

1. For purposes of this agreement, "Intellectual Property Rights" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of any kind, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof.

2. Developer agrees to assign and transfer and hereby does assign and transfer to Ephesus, for good and valuable consideration, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of Ephesus or that relate to the business of Ephesus or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by Ephesus or which may be used in relation therewith, or that result from tasks assigned to Developer by Ephesus or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by Ephesus, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the "Developments"). Developer hereby acknowledges that Developer's work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under Ephesus' direction and control and have been specially ordered or commissioned by Ephesus. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for Ephesus within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of Ephesus, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," Developer shall and does hereby assign the copyright therein to Ephesus. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer's engagement by Ephesus, whether it be Ephesus Lighting, Inc. or Ephesus Technologies, LLC., prior to the date hereof, whether or not Developer is the named author or inventor, are

owned solely by Ephesus, and that Developer has no right, title or interest therein, agrees that upon the request of Ephesus, and without any further compensation, will take such action and execute any further documents as Ephesus may request to evidence and perfect Ephesus' ownership of such Developments.

3. Developer shall promptly disclose to Ephesus each Development and shall communicate all available information relating thereto to Ephesus promptly and without cost. Developer irrevocably designates and appoints Ephesus and its duly authorized officers and agents as Developer's agent and attorney-in-fact, to act for and in Developer's behalf and to execute and file any application or applications for patents, trademarks, copyrights, or other analogous protections on Developments, and to do all other lawfully permitted acts to further the prosecution of such protections with the same legal force and effect as if executed by Developer.

4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to Ephesus, its successors and assigns, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the, and to authorize others to do any or all of the foregoing.

5. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, Ephesus shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of obligations hereunder.

6. Developer understands that this Agreement does not create an employment agreement with Ephesus or other obligation on the part of Ephesus to retain Developer's services as an employee, contractor, consultant or service provider.

7. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee of Ephesus, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer's engagement by Ephesus. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.

8. Developer's obligations under this Agreement shall survive the termination or cessation of his/her/its engagement with Ephesus regardless of the manner of such termination or cessation and shall be binding upon heirs and assigns.

9. This Agreement is governed by the laws of the State of New York, without regard or giving effect to its principles of conflict of laws. Each Party shall pay its own costs and attorney fees in the event of a conflict or litigation arising from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day, month and year set forth above.

Ephesus Lighting, Inc.

By (sign name):



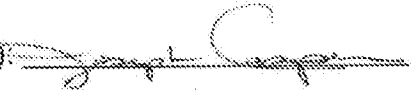
Print Name: Amy Casper

Title: CEO

Date:

2/5/13

By (sign name):



Print Name: Joseph Casper

Title: President

Date:

2/5/2013

## INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

The undersigned, CHRISTOPHER NOLAN ("Developer"), in consideration of and as a condition of his/her/its engagement as an employee of Ephesus Lighting, Inc. ("Ephesus"), does hereby agree with Ephesus as follows:

1. For purposes of this agreement, "Intellectual Property Rights" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of any kind, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof.

2. Developer agrees to assign and transfer and hereby does assign and transfer to Ephesus, for good and valuable consideration, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of Ephesus or that relate to the business of Ephesus or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by Ephesus or which may be used in relation therewith, or that result from tasks assigned to Developer by Ephesus or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by Ephesus, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the "Developments"). Developer hereby acknowledges that Developer's work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under Ephesus' direction and control and have been specially ordered or commissioned by Ephesus. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for Ephesus within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of Ephesus, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," Developer shall and does hereby assign the copyright therein to Ephesus. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer's engagement by Ephesus, whether it be Ephesus Lighting, Inc. or Ephesus Technologies, LLC., prior to the date hereof, whether or not Developer is the named author or inventor, are owned solely by Ephesus, and that Developer has no right, title or interest therein, agrees that upon the request of Ephesus, and without any further

compensation, will take such action and execute any further documents as Ephesus may request to evidence and perfect Ephesus' ownership of such Developments.

3. Developer shall promptly disclose to Ephesus each Development and shall communicate all available information relating thereto to Ephesus promptly and without cost. Developer irrevocably designates and appoints Ephesus and its duly authorized officers and agents as Developer's agent and attorney-in-fact, to act for and in Developer's behalf and to execute and file any application or applications for patents, trademarks, copyrights, or other analogous protections on Developments, and to do all other lawfully permitted acts to further the prosecution of such protections with the same legal force and effect as if executed by Developer.

4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to Ephesus, its successors and assigns, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the, and to authorize others to do any or all of the foregoing.

5. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, Ephesus shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of obligations hereunder.

6. Developer understands that this Agreement does not create an employment agreement with Ephesus or other obligation on the part of Ephesus to retain Developer's services as an employee, contractor, consultant or service provider.

7. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee of Ephesus, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer's engagement by Ephesus. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.

8. Developer's obligations under this Agreement shall survive the termination or cessation of his/her/its engagement with Ephesus regardless of the manner of such termination or cessation and shall be binding upon heirs and assigns.

9. This Agreement is governed by the laws of the State of New York, without regard or giving effect to its principles of conflict of laws. Each Party shall pay its own costs and attorney fees in the event of a conflict or litigation arising from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day, month and year set forth above.

Ephesus Lighting, Inc.

By (sign name): 

Print Name: Amy Casper

Title: CEO

Date: 1/25/13

CHRISTOPHER NOLAN

By (sign name): 

Print Name: CHRISTOPHER NOLAN

Title: \_\_\_\_\_

Date: 2013/01/25

## WORK FOR HIRE & ASSIGNMENT AGREEMENT

The undersigned, Ben Voller ("Developer"), in consideration of and as a condition of his/her/its engagement as an employee to Ephesus Lighting, Inc. ("Ephesus"), does hereby agree with Ephesus as follows:

1. For purposes of this agreement, "Intellectual Property Rights" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of any kind, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

2. Developer agrees to assign and transfer and hereby does assign and transfer to Ephesus, for good and valuable consideration, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of Ephesus or that relate to the business of Ephesus or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by Ephesus or which may be used in relation therewith, or that result from tasks assigned to Developer by Ephesus or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by Ephesus, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the "Developments"). Developer hereby acknowledges that Developer's work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under Ephesus' direction and control and have been specially ordered or commissioned by Ephesus. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for Ephesus within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of Ephesus, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," Developer shall and does hereby assign the copyright therein to Ephesus. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer's engagement by Ephesus, whether it be Ephesus Lighting, Inc. or Ephesus Technologies, LLC. prior to the

date hereof, whether or not Developer is the named author or inventor, are owned solely by Ephesus, and that Developer has no right, title or interest therein, agrees that upon the request of Ephesus, and without any further compensation, will take such action and execute such documents as Ephesus may request to evidence and perfect Ephesus's ownership of such Developments.

3. Developer shall promptly disclose to Ephesus each Development and shall communicate all available information relating thereto to Ephesus promptly and without cost. Developer irrevocably designates and appoints Ephesus and its duly authorized officers and agents as Developer's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Developer's death or incapacity), to act for and in Developer's behalf and stead to execute and file any application or applications for patents, trademarks, copyrights, and the like on Developments, and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks, copyright or other analogous protection with the same legal force and effect as if executed by Developer.

4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to Ephesus, its successors and assigns, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the Developments (including any derivative or collective works prepared pursuant to such authorization), and to authorize others to do any or all of the foregoing.

5. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, Ephesus shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of obligations hereunder.

6. Developer understands that this Agreement does not create an employment agreement with Ephesus or other obligation on the part of Ephesus to retain Developer's services as an employee, contractor, consultant or service provider.

7. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee of Ephesus, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer' engagement



by Ephesus. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.

8. Developer's obligations under this Agreement shall survive the termination or cessation of his/her/its engagement with Ephesus regardless of the manner of such termination or cessation and shall be binding upon heirs and assigns.

9. This Agreement is governed by the laws of the State of New York, without regard or giving effect to its principles of conflict of laws. Each Party shall pay its own costs and attorney fees in the event of a conflict or litigation arising from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day, month and year set forth above.


**Ephesus Lighting, Inc.**

By (sign name): 

Print Name: Amy Casper

Title: CEO

Date: \_\_\_\_\_

By (sign name): 

Print Name: Benjamin Vellmer

Title: \_\_\_\_\_

Date: 7/27/15

**Agreement Concerning Employee Inventions And Confidential Information**

In consideration of my employment, the continuation of my employment and/or other consideration I have received or will receive in connection with my employment by **Eaton Corporation** or any of its affiliates, including subsidiaries, partnerships or entities heretofore or hereafter controlling, controlled by, or under common control with it (collectively "**Eaton**") I hereby:

1. Agree to promptly disclose to **Eaton** any and all discoveries, inventions, improvements and expressions of ideas that I may make or conceive, either solely or jointly with others, while in the employ of **Eaton** relating to any product, service, manufacturing process, equipment or business of **Eaton** or to any need or development of **Eaton**. Unless otherwise agreed in writing by **Eaton**, any expression of idea or original work of authorship fixed in any tangible form and prepared by me, either solely or jointly with others, during the period and within the scope of my employment with **Eaton** shall be deemed a "work made for hire" under the copyright laws and shall be owned by **Eaton**. I understand that any assignment or release of such work can be made only by **Eaton**, and to the extent permitted by law, I hereby waive any and all of my moral rights in such work in favor of **Eaton** for all purposes and for the full term of any such rights. I will do everything necessary to enable **Eaton** to protect its rights in such work. All such discoveries, inventions, improvements and expressions of ideas shall be the property of **Eaton**. However, this agreement shall not apply to a discovery, invention, improvement or expression of idea for which no equipment, supplies, facility or trade secret information of **Eaton** was used and which was developed entirely on my own time and (1) which does not relate (a) to the business of **Eaton** or (b) to **Eaton's** actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by me for **Eaton**.

2. Grant and assign all such discoveries, inventions, improvements and expressions of ideas to **Eaton** and hereby agree to promptly execute applications, registrations, assignments and other papers related thereto as may be desired by **Eaton**, whether or not I am then in the employ of **Eaton**, in order to secure, fully protect and preserve for **Eaton** all right, title and interest in such discoveries, inventions, improvements and expressions of ideas and to obtain Letters Patent or registrations therefor in the United States and all foreign countries. I further agree to give testimony as to facts within my knowledge in connection with any such discoveries, inventions, improvements and expressions of ideas, or any litigation or controversy related thereto, it being understood that **Eaton** shall bear all reasonable expenses in connection with the foregoing. During the course of my employment, I will maintain records and render assistance as required by **Eaton** in connection with the objectives described in this clause.

3. Agree to not disclose, misappropriate or use at any time either during or subsequent to my employment, except as required in my duties to **Eaton**, any confidential information of **Eaton** or confidential information which has been entrusted to **Eaton** and which I have learned of in the course of my employment, whether or not developed by me. It is understood that "confidential information" means technical or business information that is not generally available to the public. Further, I agree not to disclose to **Eaton** or use on behalf of **Eaton** any confidential information of my former employer or any other party unless duly authorized. **Notwithstanding the provisions of this Section 3, I understand that nothing in this Agreement prevents me from disclosing alleged violations of law to appropriate legal or regulatory authorities, as long as prior written notice is provided to the Law Department.**

4. Agree to deliver to **Eaton** upon termination of my employment or at any other time upon the request of **Eaton** all property of **Eaton** including all written materials and other tangible objects, including copies, made or compiled by me or made available to me in the course of my employment.

This agreement shall be assignable and transferable by **Eaton** to any of its successors and/or assigns.

Executed on this 12 of APRIL 2016 Location of Eaton Facility: SYRACUSE, N.Y.  
Day Month Year City and State

Employee Name: ALEXANDER Orisyuk Employee Number: 390665  
Print or Type System generated

Start Date: 4/12/2016 Employee Signature: Alexander Orisyuk

Section below reserved for use upon Employee termination / retirement / departure from **Eaton**:

I was reminded upon leaving the employment of **Eaton** of my continued obligations to **Eaton**, subsequent to my departure, of (i) executing documents required to secure **Eaton's** ownership rights in my inventions conceived during the course of my employment, and (ii) maintaining the confidentiality of **Eaton** proprietary information not generally available to the public and learned by me during the course of my employment.

Name: <u>ALEXANDER Orisyuk</u> <small>(printed)</small>	Signature: <u>Alexander Orisyuk</u>	Date: <u>12/08/2017</u>
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**CERTIFICATION of Compliance:**

**Agreement Concerning Employee Inventions and Confidential Information**

*Alex Orlyuk*

I       (name)\_\_\_\_\_ , certify that I have complied with Paragraphs 2 and 4 of the Agreement Concerning Employee Inventions and Confidential Information, by returning all documents and materials supplied to me or developed by me in the course of my employment at Eaton Corporation ("Eaton"). This includes, without limitation:

1. My company-issued laptop and any external hard drives or other external media purchased by Eaton;
2. All computer peripherals purchased by Eaton;
3. My ID badge; and
4. My company issued credit card;

I certify that I have returned all materials I received or learned from Eaton, including but not limited to all printed or electronically stored, notebooks, files, reports, proposals, price lists, margin information, marketing and strategic plans, customer lists, talent lists, formulae, engineering drawings and data, trade secrets, prototypes, technology roadmap, equipment, technical data, test results, financial data, correspondence, computer disks, manufacturing techniques and processes, and software, information electronically stored, memoranda, and notes.

I certify that I have executed all necessary documents to secure Eaton's ownership rights in my inventions conceived during the course of my employment.

I have also been reminded of my continued obligations to Eaton, subsequent to my departure, of (i) executing documents required to secure Eaton's ownership rights in my inventions conceived during the course of my employment, and (ii) maintaining the confidentiality of Eaton proprietary information not generally available to the public and learned by me during the course of my employment.

12/08/2017

(Date)

E0390665

(E-Number)

*Alexander Orlyuk*

(Employee Signature)

ALEXANDER ORLYUK

(Printed Employee Name)

## WORK FOR HIRE & ASSIGNMENT AGREEMENT

The undersigned, Geena Debutch ("Developer"), in consideration of and as a condition of his/her/its engagement as an employee to Ephesus Lighting, Inc. ("Ephesus"), does hereby agree with Ephesus as follows:

1. For purposes of this agreement, "Intellectual Property Rights" means any and all (i) copyrights and other rights associated with works of authorship throughout the world, including neighboring rights, moral rights, and mask works, (ii) trade secrets and other confidential information, (iii) patents, patent disclosures and all rights in inventions (whether patentable or not), (iv) trademarks, trade names, Internet domain names, and registrations and applications for the registration thereof together with all of the goodwill associated therewith, (v) all other intellectual and industrial property rights of any kind, whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in effect.

2. Developer agrees to assign and transfer and hereby does assign and transfer to Ephesus, for good and valuable consideration, all right, title, and interest, including any and all Intellectual Property Rights pertaining thereto, in any and all works created, made, conceived, invented, developed, discovered or reduced to practice by Developer in the performance of his/her/its duties on behalf of Ephesus or that relate to the business of Ephesus or any of the products or services being developed, manufactured, marketed, sold or otherwise provided by Ephesus or which may be used in relation therewith, or that result from tasks assigned to Developer by Ephesus or results from the use of premises, equipment, supplies, facilities or confidential information owned, leased or contracted for by Ephesus, as well as all drafts, notes, concepts, ideas, suggestions and approaches, modifications, improvements and derivative works related thereto or contained therein, and each element and part thereof (collectively, the "Developments"). Developer hereby acknowledges that Developer's work and services hereunder and all results and proceeds thereof, including, without limitation, the Developments, are works done under Ephesus' direction and control and have been specially ordered or commissioned by Ephesus. To the extent the Developments are copyrightable subject matter, they shall constitute "works made for hire" for Ephesus within the meaning of the Copyright Act of 1976, as amended, and shall be the exclusive property of Ephesus, and should any Developments be held by a court of competent jurisdiction to not be a "work made for hire," Developer shall and does hereby assign the copyright therein to Ephesus. Developer hereby further represents and acknowledges that any and all such Developments made, conceived, discovered or reduced to practice during Developer's engagement by Ephesus, whether it be Ephesus Lighting, Inc. or Ephesus Technologies, LLC. prior to the date hereof, whether or not Developer is the named author or inventor, are owned solely by Ephesus, and that Developer has no right, title or interest

therein, agrees that upon the request of Ephesus, and without any further compensation, will take such action and execute such documents as Ephesus may request to evidence and perfect Ephesus's ownership of such Developments.

3. Developer shall promptly disclose to Ephesus each Development and shall communicate all available information relating thereto to Ephesus promptly and without cost. Developer irrevocably designates and appoints Ephesus and its duly authorized officers and agents as Developer's agent and attorney-in-fact (which designation and appointment shall be (i) deemed coupled with an interest and (ii) irrevocable, and shall survive Developer's death or incapacity), to act for and in Developer's behalf and stead to execute and file any application or applications for patents, trademarks, copyrights, and the like on Developments, and to do all other lawfully permitted acts to further the prosecution and issuance of patents, trademarks, copyright or other analogous protection with the same legal force and effect as if executed by Developer.

4. In the event that, notwithstanding the assignment of all Developments as set forth in Section 2 above, Developer is deemed to own or have any Intellectual Property Rights that are used, embodied, or reflected in the Developments, Developer hereby grants to Ephesus, its successors and assigns, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to use, execute, reproduce, display, and perform the Developments, to prepare derivative or collective works based upon or containing the Developments, to distribute, assign, transfer, re-license and sublicense for any purpose the Developments (including any derivative or collective works prepared pursuant to such authorization), and to authorize others to do any or all of the foregoing.

5. Developer agrees that any breach, or threatened breach, of this Agreement by Developer could cause irreparable damage and that in the event of such breach, or threatened breach, Ephesus shall have, in addition to any and all remedies of law, the right to an injunction, specific performance as well as all other equitable relief to prevent the violation of obligations hereunder.

6. Developer understands that this Agreement does not create an employment agreement with Ephesus or other obligation on the part of Ephesus to retain Developer's services as an employee, contractor, consultant or service provider.

7. Developer further represents that his/her/its performance of all the terms of this Agreement, and his/her/its performance as an employee of Ephesus, does not and will not breach any agreement to keep in confidence proprietary information acquired by Developer in confidence or in trust prior to Developer's engagement by Ephesus. Developer has not entered into, and will not enter into, any agreement either written or oral in conflict herewith.

8. Developer's obligations under this Agreement shall survive the termination or cessation of his/her/its engagement with Ephesus regardless of the manner of such termination or cessation and shall be binding upon heirs and assigns.

9. This Agreement is governed by the laws of the State of New York, without regard or giving effect to its principles of conflict of laws. Each Party shall pay its own costs and attorney fees in the event of a conflict or litigation arising from this Agreement.

IN WITNESS WHEREOF, the Parties hereto have, through duly authorized representatives, executed this Agreement effective as of the day, month and year set forth above.

Ephesus Lighting, Inc.


By (sign name): \_\_\_\_\_

Print Name: Amy Casper

Title: CEO

Date: \_\_\_\_\_

George Dedeuk

By (sign name): 

Print Name: George Dedeuk

Title: Electrical Engineer

Date: 02/11/2015