

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5189210

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DR. WOLF KOHN	11/01/2012
RECEIVING PARTY DATA		
Name:	ATIGEO LLC	
Street Address:	800 BELLEVUE WAY NE #600	
City:	BELLEVUE	
State/Country:	WASHINGTON	
Postal Code:	98004	
PROPERTY NUMBERS Total: 8		
Property Type	Number	
Application Number:	15410647	
Application Number:	15582454	
Application Number:	15793818	
Application Number:	62379670	
PCT Number:	US2017032291	
PCT Number:	US2017030283	
Application Number:	62336418	
Application Number:	62329096	
CORRESPONDENCE DATA		
Fax Number:	(206)800-3299	
<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:	2066044452	
Email:	jwhite@vlplawgroup.com	
Correspondent Name:	JAMES A D WHITE	
Address Line 1:	7683 SE 27TH STREET #145	
Address Line 4:	MERCER ISLAND, WASHINGTON 98040	
NAME OF SUBMITTER:	JAMES A. D. WHITE	
SIGNATURE:	/James A. D. White/	
DATE SIGNED:	10/15/2018	

Total Attachments: 9

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PROPRIETARY INFORMATION, INVENTIONS AND NONCOMPETITION AGREEMENT

The following confirms an agreement (the "Agreement") between me (Dr. Wolf Kohn), and Atigeo LLC, a Washington limited liability company ("Company"), which is a material part of the consideration for my employment by Company, and Company's entering into an employment letter agreement with me:

1. I agree that this Agreement shall be effective as of November 1, 2012, the first date that I started providing services to Company. I understand and agree that Company may have other subsidiary and/or parent companies from time to time (collectively with Atigeo, "Affiliates") and that this Agreement shall apply to my employment with Company and/or any of its Affiliates. All references in this Agreement to "Company" shall mean Company and all of its Affiliates.

2. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement or my employment with Company. I will not violate any agreement with or rights of any third party or, except as expressly authorized by Company in writing hereafter, use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company. Further, I have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by me.

3. Atigeo LLC shall own all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, by me during the term of my employment with Company that (i) relate directly to the business of Company, (ii) relate to Company's actual or demonstrably anticipated research or development, (iii) results from any work performed by me for Company, or (iv) are aided by use of time, equipment, supplies, facilities or trade secret information of Company (collectively "Inventions"). I will promptly disclose all Inventions to Atigeo LLC. I will also disclose anything I believe is excluded by law so that the Company can make an independent assessment. Notwithstanding the foregoing, Atigeo LLC shall own all right, title and interest relating to the Inventions to and only to the fullest extent allowed by Section 49.44.140 of the Revised Code of Washington (which is attached as Appendix A). I have reviewed Appendix A hereto and acknowledge that this agreement and Appendix A constitute the notice required to be given to me by Section 49.44.140 of the Revised Code of Washington. I hereby make all assignments necessary to accomplish the foregoing. I shall further assist Atigeo LLC, at Atigeo LLC's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce, and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint Atigeo LLC as my agents and attorneys-in-fact to act for and in my behalf to execute and file any document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me.

WK Employee initials

[Signature] Atigeo initials

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REEL: 047170 FRAME: 0476

If I wish to clarify that something created by me prior to my employment that relates to Company's actual or proposed business is not within the scope of this Agreement, I have listed it on Appendix B. If I use or disclose my own or any third party's confidential information or intellectual property when acting within the scope of my employment or otherwise on behalf of Company, Atigeo LLC will have and I hereby grant Atigeo LLC a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sub-licensable right and license to exploit and exercise all such confidential information and intellectual property rights.

4. To the extent allowed by law, paragraph 3 includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights," "artist's rights," "droit moral," or the like (collectively "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by Company and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratifications, consents and agreements from time to time as requested by Company.

5. I agree that all Inventions and all other business, technical and financial information (including, without limitation, the identity of and information relating to customers; potential customers; suppliers; potential suppliers; business, strategic or technology partners; potential business, strategic or technology partners; or employees) I develop, learn or obtain during the term of my employment that relate to Company or the business or demonstrably anticipated business of Company or that are received by or for Company in confidence, constitute "Proprietary Information." I will hold in confidence and not disclose or, except within the scope of my employment, use any Proprietary Information. However, I shall not be obligated under this paragraph with respect to information I can document is or becomes readily publicly available without restriction through no fault of mine. Upon termination of my employment, I will promptly return to Company all items containing or embodying Proprietary Information (including all copies), except that I may keep my personal copies of (i) my compensation records and (ii) this Agreement. I also recognize and agree that I have no expectation of privacy with respect to Company's telecommunications, networking or information processing systems (including, without limitation, stored computer files, email messages and voice messages) and that my activity and any files or messages on or using any of those systems may be monitored at any time without notice.

6. I agree that during the term of my employment with Company and for a period expiring two (2) years after the termination of my employment for any reason (whether or not during business hours), I will not:

6.1 I will not accept employment, perform consulting services or engage in activities directly or indirectly competitive with products (including actual or demonstrably anticipated research or development) on which I worked or about which I learned proprietary or confidential or trade secret information while employed at Atigeo LLC. This includes without limitation researching, developing, manufacturing, investing in, managing, aggregating, marketing, selling, licensing, generating ideas related to, and/or pursuing various technologies (including without limitation information technologies, software, pattern recognition technologies and compression technologies) and/or building, developing, managing, investing in and pursuing a portfolio of technologies (the "Business"), or that is engaged in any

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type of business which, at any time during my employment with Company, Company or any of its affiliates developed or pursued or planned to develop or pursue;

6.2 Hire, offer to hire, entice away or in any other manner persuade or attempt to persuade any officer, employee or agent of Company, or any of its affiliates, to alter or discontinue a relationship with Company (except for the bona fide firing of Company personnel within the scope of my employment) or to do any act that is inconsistent with the interests of Company or any of its affiliates;

6.3 Directly or indirectly solicit, divert, take away or attempt to solicit, divert or take away any customers of Company or any of its affiliates;

6.4 Directly or indirectly solicit, divert, or in any other manner persuade or attempt to persuade any supplier of Company or any of its affiliates to alter or discontinue its relationship with Company or any of its affiliates;


6.5 Directly or indirectly solicit, divert, or in any other manner persuade or attempt to persuade any business, strategic or technology partner of Company or any of its affiliates to alter or discontinue its relationship with Company or any of its affiliates; or

6.6 Directly or indirectly have any business contact, discussions or communication with, or enter into any agreements, arrangements, transactions or other business relationships with, any customer, investor, supplier or business, strategic or technology partner of Company or any of its affiliates.

Because Company is developing or acquiring, plans to develop or acquire, and/or has developed or acquired products, services and/or technologies that would be sold and distributed throughout the world, the geographic scope of the prohibitions in this paragraph 6 shall be worldwide. Notwithstanding my obligations under this paragraph 6, I will be entitled to own, as a passive investor, up to one percent (1%) of any publicly traded company without violating this provision. Further, if I am terminated without cause, sections 6.1 and 6.6 will not apply. I and Company agree that this provision does not impose an undue hardship on me and is not injurious to the public, that this provision is necessary to protect the business of Company and its affiliates; the nature of my responsibilities with Company require me to have access to Proprietary Information which is valuable and confidential to all of the Business, the scope of this paragraph 6 is reasonable in terms of length of time and geographic scope, and adequate consideration supports this paragraph 6, including consideration herein.

7. I agree to diligently perform my assigned duties and devote my entire working time, abilities and efforts to such duties and to furthering the best interests of Company. During my employment, I agree to not engage in any activity or investment that (i) conflicts with Company's or its affiliates business interests, (ii) occupies my attention so as to interfere with the proper and efficient performance of my duties for Company, or (iii) interferes with the independent exercise of my judgment in Company's best interests. Additionally, I agree not to engage in any employment (including self employment), consulting or other business activities outside of Company without the prior written consent of Company. Any such activities consented to by Company from time to time shall be listed on Appendix C attached hereto.

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Notwithstanding my obligations under this paragraph 7, I will be entitled to own, as a passive investor, up to one percent (1%) of any publicly traded company without violating this provision.

8. I agree that this Agreement is not an employment contract for any particular term and that I have the right to resign and Company has the right to terminate my employment at will, at any time, for any or no reason, with or without cause. In addition, this Agreement does not purport to set forth all of the terms and conditions of my employment, and, as an employee of Company, I have obligations to Company which are not set forth in this Agreement. However, the terms of this Agreement govern over any inconsistent terms and can only be changed by a subsequent written agreement signed by the President of Company.

9. I agree that my obligations under paragraphs 3, 4, 5 and 6 of this Agreement shall continue in effect after termination of my employment, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on my part, and that Company is entitled to communicate my obligations under this Agreement to any future employer or potential employer of mine. My obligations under paragraphs 3, 4 and 5 also shall be binding upon my heirs, executors, assigns, and administrators. This Agreement shall inure to the benefit of Company and its subsidiaries, parents, affiliated companies, successors and assigns.

10. Any dispute in the meaning, effect or validity of:

10.1 Paragraph 3, 4, 5, or 6 this Agreement shall be resolved in accordance with the laws of the State of Washington without regard to the conflict of laws provisions thereof. I hereby expressly consent to the personal jurisdiction of the state and federal courts located in King County, Washington for any lawsuit filed there against me by Company arising from or related to this Agreement. I agree that the prevailing party will be entitled to its costs and attorneys' fees incurred in any litigation or dispute relating to the interpretation or enforcement of this Agreement. I further agree that if one or more provisions of this Agreement are held to be illegal or unenforceable under applicable Washington law, such illegal or unenforceable portion(s) shall be limited or excluded from this Agreement to the minimum extent required so that this Agreement shall otherwise remain in full force and effect and enforceable in accordance with its terms. I also understand that any breach of this Agreement will cause irreparable harm to Company for which damages would not be a adequate remedy, and, therefore, Company will be entitled to injunctive relief with respect thereto in addition to any other remedies.

10.2 Paragraph 2, 7 or 8 of this Agreement shall be resolved in accordance with the provisions of the Offer Letter dated October 31, 2012.

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. I ACKNOWLEDGE THAT I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL REGARDING THIS AGREEMENT. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING

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THAT ONE COUNTERPART WILL BE RETAINED BY COMPANY AND THE
OTHER COUNTERPART WILL BE RETAINED BY ME.

Signed and delivered Nov 1, 2012.

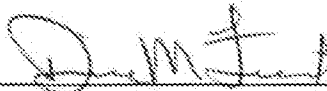
Employee:





Wolf Kohn

Accepted and Agreed to:

Atigeo LLC

By 

Diane Frawert
Controller

 Employee initials
 Atigeo initials



APPENDIX A

REVISED CODE OF WASHINGTON
TITLE 49. LABOR REGULATIONS
CHAPTER 49.44. VIOLATIONS -- PROHIBITED PRACTICES
SECTION 49.44.140

(1) A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

(2) An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment.

(3) If an employment agreement entered into after September 1, 1979, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

APPENDIX B

PRIOR MATTER

Quantum hybrid Control Algorithms
Metacontrol Algorithm

Photo Magnetic battery
Nano shopping ^{inter} Controller

Quantum nanocoding

Quantum Phase-Lock Loop ^{PLL} Controller.

photo Magnetic Antenna ^{inter} System.

CMOS - Nano Circuit Design Algorithm
circuit out



APPENDIX C

OUTSIDE BUSINESS ACTIVITIES

University of Washington Industrial and
Systems Engineering; Research Professor

Kohn Nerode Corp: Seed company
Co-Founder



To Be Completed

ATTACHMENT 2

PRIOR WORK PRODUCT DISCLOSURE

1. Except as listed in Section 2 below, the following is a complete list of all Prior Work Product that has been made or conceived or reduced to practice by Consultant alone or jointly with others prior to Consultant's engagement by Atigeo LLC:

☐ No Intellectual Property or improvements.

☐ See below:

MAHCA, CHATTERING TRADER, HYBRID FORECASTER
HYBRID CONTROLLER, PHOTO MAGNETIC BATTERY
ERP DEMAND HYBRID PLANNER.

☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, Consultant cannot complete the disclosure under Section 1 above with respect to Intellectual Property or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which Consultant owes to the following party(ies):

Intellectual Property or
Improvement

Party(ies)

Relationship

1. HIGH SPEED TRADING CITF, CLEARLIGHT DIRECTOR, FOUNDER
2. HYBRID TRADING SERA, CLEARLIGHT CONSULTANT FOUNDER
3. HYBRID MAG PHOTO BATTERY KOHN-NERODE FOUNDER.

☐ Additional sheets attached.

BACKGROUND TECHNOLOGY DISCLOSURE

The following is a list of all Background Technology which Consultant intends to use in performing under this Agreement:

OPTIMAL CONTROL THEORY REACTIVE INFERENCE
FEEDBACK ACTIVE LEARNING.

WKE Consultant initials

Q Atigeo's initials