

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
MEENA SANKARAN	11/12/2018
MAZHAR N. ALI	05/18/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	KETOS INC.
<b>Street Address:</b>	1822 STONE AVE.
<b>City:</b>	SAN JOSE
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	95125
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	62341002
<b>PCT Number:</b>	US1734043
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(202)842-7899
<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>	
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<b>Address Line 4:</b>	WASHINGTON, D.C. 20004-2400
<b>ATTORNEY DOCKET NUMBER:</b>	KTOS-001/01WO 332599-2005
<b>NAME OF SUBMITTER:</b>	WILLIAM S. GALLIANI
<b>SIGNATURE:</b>	/William S. Galliani/
<b>DATE SIGNED:</b>	11/15/2018
<b>Total Attachments: 9</b>	
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### ASSIGNMENT

**Meena SANKARAN** and **Mazhar N. ALI**, residing at 1822 Stone Ave., San Jose, CA 95125 (each referred to as “Assignor”) have made an invention(s) (the “Invention(s)”) set forth in the applications for patent:

- (1)  provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. **62/341,002** filed on **May 24, 2016**  
Entitled: **SELF-RECHARGING DEVICE**
  
- (2)  non-provisional application
  - (a)  to be filed herewith; or
  - (b)  bearing Application No. **15/752,229** filed on **May 23, 2017**;  
Entitled: **SELF-CHARGING WATER USAGE MONITOR, SYSTEMS, AND METHODS**and/or
  
- (3)  PCT application
  - (a)  bearing Application No. **PCT/US2017/034043** filed on **May 23, 2017**.  
Entitled: **SELF-CHARGING WATER USAGE MONITOR, SYSTEMS, AND METHODS**

WHEREAS, **Ketos Inc.**, having its principal place of business at **1822 Stone Ave., San Jose, CA 95125**, its successors, legal representatives and assigns, (the “Assignee”), is desirous of acquiring the entire right, title, and interest in: the Invention(s); the application(s) for patent identified above; the right to file applications for patent of the United States or other countries on the Invention(s); any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, these applications; any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of these application(s); and any and all patent(s) of the United States or other countries that may be granted therefor or thereon.

NOW, THEREFORE, for good and sufficient consideration, the receipt of which is hereby acknowledged, and to the extent that the Assignor has not done so already via a prior agreement with the Assignee or a predecessor in interest of the Assignee, or if the Assignor has already done so via a prior agreement with the Assignee or a predecessor in interest of the Assignee then in confirmation of any obligation to do so in said prior agreement, the Assignor has sold, assigned, transferred, and set over, and by these presents does sell, assign, transfer, and set over, unto the Assignee, its successors, legal representatives, and assigns, the Assignor’s entire right, title, and interest in:

- (a) the Invention(s);
- (b) the application(s) for patent identified above;

(c) the right to file applications for patent of the United States or other countries on the Invention(s), including all rights under the Hague Convention, the Paris Convention for the Protection of Industrial Property, and under the Patent Cooperation Treaty, and all rights of claiming priority in any country of the world;

(d) any application(s) for patent of the United States or other countries claiming the Invention(s);

(e) any application(s) for patent of the United States or other countries claiming priority to, and/or the benefit of, at least one of the application(s) for patent identified above or any application(s) for patent claiming the Invention(s), including any priority application(s), substitute application(s), division(s), continuation(s), and continuation(s)-in-part;

(f) any provisional or other right to recover any and all past, present, and future damages, including royalties, for any and all past, present, and future infringements of any application for patent identified in the preceding paragraphs (b)-(e) and of any and all patent(s) granted based thereon in the United States and in all other countries; and

(g) any patent(s) of the United States or other countries that may be granted for or on any application for patent identified in the preceding paragraphs (b)-(e), including any reissue(s), reexamination(s), revival(s), renewal(s) and extension(s) of said patent(s).

The above-granted rights, titles, and interests are to be held and enjoyed by the Assignee, for its own use and behalf and the use and behalf of its successors, legal representatives, and assigns, as fully and entirely as the same would have been held and enjoyed by the Assignor had this sale and assignment not been made.

The Assignor hereby represents to the Assignee, its successors, legal representatives, and assigns, that, at the time of execution and delivery of these presents, or if applicable, at such time said prior agreement was executed, the Assignor is a lawful owner of an undivided interest in the entire right, title, and interest in and to the Invention(s), that the Invention(s) are unencumbered, except, if applicable, by obligation to assign in accordance with said prior agreement, and that the Assignor has good and full right and lawful authority to sell and convey the same in the manner set forth herein, and that Assignor will not make or enter into any assignment, sale, agreement or encumbrance which would conflict with these presents.

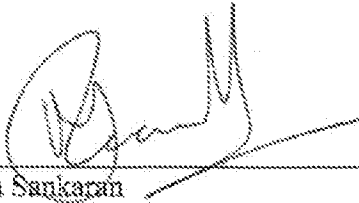
The Assignor hereby covenants and agrees to and with the Assignee, its successors, legal representatives, and assigns, that the Assignor will sign all papers and documents, take all lawful oaths, and do all acts necessary or required to be done in connection with any and all proceedings for the procurement, maintenance, enforcement and defense of the Invention(s), said application(s), and said patent(s), including interference and derivation proceedings, and any post-grant proceedings (e.g., opposition proceedings, post-grant reviews, *Inter partes* reviews, supplemental examinations, etc.) without charge to the Assignee, its successors, legal representatives, and assigns, but at the cost and expense of the Assignee, its successors, legal representatives, and assigns.

The Assignor hereby authorizes and requests the attorneys of COOLEY LLP to insert in the spaces provided above the filing date, the application number, and the attorney docket number of the application(s) identified above when known.

The Assignor hereby requests the Commissioner of Patents to issue said patents of the United States to the Assignee for the sole use and behalf of the Assignee, its successors, legal representatives, and assigns.

Date: 11/12/2018

Signature:

  
Meena Sankaran

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

Signature: \_\_\_\_\_

Mazhar N. Ali

For and on behalf of ASSIGNEE:

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

By: \_\_\_\_\_

Name: Meena Sankaran

Title: Founder and CEO

Company: Ketos Inc.

**KETOS INC.  
ADVISOR AGREEMENT**

This Advisor Agreement (the "Agreement") is entered into effective as of May 18th, 2016 (the "Effective Date") by and between Ketos Inc., a Delaware corporation ("Company"), and Mazhar Ali, an individual ("Advisor"). Company and Advisor are each a "party" and together are the "parties" to this Agreement.

**RECITALS**

Whereas, Company desires to engage Advisor to provide certain Advisor services on the terms provided herein; and

Whereas, Advisor desires to provide such services to Company.

Now, therefore, in consideration of the mutual benefits to be derived and the representations and warranties, conditions and promises herein contained, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

**AGREEMENT**

1. **Advisor Relationship.** Advisor shall perform the services described in Exhibit A (the "Services") for the Company (or its designee), and the Company agrees to pay Advisor the compensation described in Exhibit A for Advisor's performance of the Services.

2. **Term and Termination.** Advisor shall serve as an Advisor to the Company for a period commencing on May 18, 2016 and terminating when the Advisor completes the provisions of the Services under this Agreement. Notwithstanding the above, either party may terminate this Agreement at any time upon thirty (30) days written notice. Should either party default in the performance of this Agreement or materially breach any of its obligations under this Agreement, including but not limited to Advisor's obligations between the Company and Advisor referenced below, the non-breaching party may terminate this Agreement immediately if the breaching party fails to cure the breach within five (5) business days after having received written notice by the non-breaching party of the breach or default.

3. **Advisor.** Advisor's relationship with the Company will be that of an Advisor and not that of an employee. Under no circumstances shall Advisor, or any of Advisor's employees, contractors or other agents look to the Company as his/her employer, or as a partner, agent or principal.

**A. No Authority to Bind Company.** Advisor acknowledges and agrees that Advisor and its Assistants have no authority to enter into contracts that bind the Company or create obligations on the part of the Company without the prior written authorization of the Company.

**B. No Benefits.** Advisor acknowledges and agrees that Advisor and its Assistants shall not be eligible for any Company employee benefits and, to the extent Advisor otherwise would be eligible for any Company employee benefits but for the express terms of this Agreement, Advisor (on behalf of itself and its employees) hereby expressly declines to participate in such Company employee benefits.

**C. Withholding; Indemnification.** Advisor shall have full responsibility for applicable withholding taxes for all compensation paid to Advisor or its Assistants under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Advisor's self-

employment, sole proprietorship or other form of business organization, and with respect to any assistant or employee, including state worker's compensation insurance coverage requirements and any U.S. immigration visa requirements. Advisor agrees to indemnify, defend and hold the Company harmless from any liability for, or assessment of, any claims or penalties with respect to taxes, labor or employment requirements, including any liability for, or assessment of, withholding taxes imposed on the Company by the relevant taxing authorities with respect to any compensation paid to Advisor or its Assistants.

**E. Ownership of Services Provided.** At all times Advisor will identify the Services as being performed by the Company. Advisor understands and accepts that it is being hired to promote the interests of the Company, and shall in no way use any methods or services that would lead a third party to believe Company is not responsible for the Services provided.

4. **Supervision of Advisor's Services.** All of the services to be performed by Advisor, including but not limited to the Services, will be as agreed between Advisor and Meena Sankaran. Advisor will be required to report to Meena Sankaran concerning the Services performed under this Agreement.

5. **Confidential Information**

**A. Definition.** "Confidential Information" means information and physical material not generally known or available outside the Company, and information and physical material entrusted to the Company in confidence by third parties. Confidential Information includes, without limitation, data, trade secrets (as defined by California state law), customer documentation and deliverables, consulting frameworks, customer contact lists, pricing information, research, product or service ideas or plans, designs, developments, processes, techniques, drawings, agreements with third parties, lists of, or information relating to, employees and contractors of the Company (including, but not limited to, the names, contact information, jobs, compensation, and expertise of such employees and contractors), lists of, or information relating to, suppliers and customers (including, but not limited to, customers of the Company on whom Advisor called or with whom Advisor became acquainted during the Relationship), pricing methodologies, cost data, market share data, marketing plans, licenses, contract information, business plans, financial forecasts, historical financial data, budgets or other business information disclosed to Advisor by the Company either directly or indirectly, whether in writing, electronically, orally, or by observation.

**B. Nondisclosure.** Advisor agrees, at all times during the term of the relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform the Services, and not to disclose to any person, firm, corporation or other entity, without written authorization from the Company in each instance, any Confidential Information that Advisor obtains from the Company or otherwise obtains, accesses or creates in connection with, or as a result of, the Services during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of Advisor or of others who were under confidentiality obligations as to the item or items involved. Advisor further agrees not to make copies of such Confidential Information except as authorized by the Company.

6. **Original Work and Ownership.** Advisor agrees that all work product resulting from the Services performed under this Agreement shall be authored by the Advisor and shall not infringe on the intellectual property rights of any third party. Advisor agrees that all right, title, and interest in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by Advisor, solely or in collaboration with others, during the term of this Agreement and arising out of, or

in connection with, performing the Services under this Agreement and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, "Inventions"), are the sole property of the Company. Advisor also agrees to promptly make full written disclosure to the Company of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to the Inventions. Advisor agrees that if, in the course of performing the Services, Advisor incorporates into any Invention or utilizes in the performance of the Services any pre-existing invention, discovery, original works of authorship, development, improvements, trade secret, concept, or other proprietary information or intellectual property right owned by Advisor or in which Advisor has an interest ("Prior Inventions"), (i) Advisor will provide the Company with prior written notice and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, transferable, worldwide license (with the right to grant and authorize sublicenses) to make, have made, use, import, offer for sale, sell, reproduce, distribute, modify, adapt, prepare derivative works of, display, perform, and otherwise exploit such Prior Inventions, without restriction, including, without limitation, as part of or in connection with such Invention, and to practice any method related thereto.

7. **Return of Materials and Information.** All materials furnished to Advisor by the Company, and all materials prepared by Advisor in connection with the Advisor's Services with the Company, including without limitation training manuals, documents, Power—Point presentations, handouts, models, source code, designs, confidential briefs, fonts, digital artwork files, illustrations flowcharts and listings, along with all copies made thereof, shall be returned promptly to the Company upon termination of the Advisor's contract whether voluntary, or otherwise.

8. **Solicitation.** To the fullest extent permitted under applicable law, from the date of this Agreement until twelve (12) months after the termination of this Agreement for any reason (the "Restricted Period"), Advisor will not, without the Company's prior written consent, directly or indirectly, solicit any of the Company's employees to leave their employment, or attempt to solicit employees of the Company, either for Advisor or for any other person or entity.

9. **Limitation of Liability.** IN NO EVENT SHALL THE COMPANY BE LIABLE TO ADVISOR OR TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS OR LOSS OF BUSINESS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER THE COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL THE COMPANY'S LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE AMOUNTS PAID BY THE COMPANY TO ADVISOR UNDER THIS AGREEMENT FOR THE SERVICES, DELIVERABLES OR INVENTION GIVING RISE TO SUCH LIABILITY.

10. **Indemnification.** Advisor agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Advisor or Advisor's assistants, employees, contractors or agents, (ii) a determination by a court or agency that the Advisor is not an Advisor, (iii) any breach by the Advisor or Advisor's assistants, employees, contractors or agents of any of the covenants contained in this Agreement, (iv) any failure of Advisor to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of any deliverable Advisor authored under this Agreement.



11. **Conflicts with this Agreement.** Advisor represents and warrants that Advisor is not under any pre-existing obligation in conflict or in any way inconsistent with the provisions of this Agreement. Advisor represents and warrants that Advisor's performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Advisor in confidence or in trust prior to commencement of this Agreement.

12. **Miscellaneous.**

**A. Governing Law.** The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the state of California, without giving effect to principles of conflicts of law.

**B. Force Majeure.** Either party shall be excused from the performance of this Agreement and shall not be liable for any delay in whole or in part, to the extent caused by the occurrence of any fire, flood, earthquake, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, or any other similar cause beyond the reasonable control of the excused party.

**C. Entire Agreement.** This contract constitutes the entire agreement between the parties regarding Advisor's involvement with the Company. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this contract, and any other agreements between the parties are null and void, even if an agreement was previously signed. No amendment, consent, or waiver of terms of this contract shall bind either party unless in writing and signed by all parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. Advisor, by the signature hereto of its authorized representative, acknowledges having read and understood the contract and Advisor agrees to be bound by its terms and conditions.

**D. Successors and Assigns.** Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company may assign any of its rights and obligations under this Agreement. No other party to this Agreement may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the Company.

**E. Notices.** Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier, sent by email in which receipt of the email is acknowledged by the receiving party, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address as set forth on the signature page.

**F. Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

**G. Arbitration.** IN CONSIDERATION OF ADVISOR'S CONSULTING RELATIONSHIP WITH COMPANY, ITS PROMISE TO ARBITRATE ALL DISPUTES RELATED

TO ADVISOR'S CONSULTING RELATIONSHIP WITH THE COMPANY AND ADVISOR'S RECEIPT OF THE COMPENSATION AND OTHER BENEFITS PAID TO ADVISOR BY COMPANY, AT PRESENT AND IN THE FUTURE, ADVISOR AGREES THAT ANY AND ALL CONTROVERSIES, CLAIMS, OR DISPUTES WITH ANYONE (INCLUDING COMPANY AND ANY EMPLOYEE, OFFICER, DIRECTOR, SHAREHOLDER OR BENEFIT PLAN OF THE COMPANY IN THEIR CAPACITY AS SUCH OR OTHERWISE), WHETHER BROUGHT ON AN INDIVIDUAL, GROUP, OR CLASS BASIS, ARISING OUT OF, RELATING TO, OR RESULTING FROM ADVISOR'S CONSULTING RELATIONSHIP WITH THE COMPANY OR THE TERMINATION OF ADVISOR'S CONSULTING RELATIONSHIP WITH THE COMPANY, INCLUDING ANY BREACH OF THIS AGREEMENT, SHALL BE SUBJECT TO BINDING ARBITRATION. ADVISOR AGREES THAT ANY ARBITRATION WILL BE ADMINISTERED BY JUDICIAL ARBITRATION & MEDIATION SERVICES, INC. ("JAMS") PURSUANT TO ITS EMPLOYMENT ARBITRATION RULES & PROCEDURES (THE "JAMS RULES"). EXCEPT AS PROVIDED BY THE ACT AND THIS AGREEMENT, ARBITRATION SHALL BE THE SOLE, EXCLUSIVE, AND FINAL REMEDY FOR ANY DISPUTE BETWEEN ADVISOR AND THE COMPANY.

**H. Construction.** This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any. Accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

**I. Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement.

**COMPANY:**

Ketos Inc.

Name: \_\_\_\_\_ Meena Sankaran \_\_\_\_\_

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

Signature: \_\_\_\_\_



**ADVISOR:**

Name: \_\_\_\_\_ Mazhar Ali \_\_\_\_\_

Title: \_\_\_\_\_ Acting Chief Scientist \_\_\_\_\_

Signature: \_\_\_\_\_



**EXHIBIT A**  
**SERVICES AND COMPENSATION**

**SERVICES**

The work to be done is in reference to delivering water intelligence globally to increase awareness of Water Conservation and Water Safety, as detailed in conversations and documentation with Ketos Inc. The services covered by this contract are as follows.

- Lead the Research & Data Science efforts
- Technology verification, evaluation and build of a functional prototype for Water Quality Monitoring.
- Build and work closely with the team to create a market ready product for contaminant detection on metals, organics, microbial and others.
- Advise on the Product from Validity of Data Accuracy and Integrity
- Provide feedback on the regular progress of the technology shared by Ketos Team on a monthly basis
- Provide recommendations & hire resources, interns, candidates who possibly could be a fit for employment @Ketos to carry on the implementation during absence in Germany.
- Help Ketos represent at conferences and guidance with Ketos Community
- Help with testing, deployment and traction within the Academic Institutions and Regulatory agencies
- Ability for Ketos to leverage you as a Core team member in an acting Chief Scientist capacity on the website, marketing collateral and other public media.

**Research Advisory Council Meetings** (Monthly 2-4 hours)

**COMPENSATION**

The Advisor shall be compensated for expert guidance and services covered by this contract with 50,000 shares as per the terms of the stock purchase agreement.