

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5269138

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	JASON BREAKSTONE	05/13/2018
RECEIVING PARTY DATA		
Name:	LIQID INC.	
Street Address:	329 INTERLOCKEN PARKWAY, SUITE 200	
City:	BROOMFIELD	
State/Country:	COLORADO	
Postal Code:	80021	
PROPERTY NUMBERS Total: 2		
Property Type	Number	
Application Number:	15848268	
Application Number:	62592859	
CORRESPONDENCE DATA		
Fax Number:	(720)293-9822	
<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:	720-562-2280	
Email:	janet@setterroche.com	
Correspondent Name:	SETTER ROCHE LLP	
Address Line 1:	14694 ORCHARD PARKWAY	
Address Line 2:	BUILDING A, SUITE 200	
Address Line 4:	WESTMINSTER, COLORADO 80023	
ATTORNEY DOCKET NUMBER:	835.0049/0049P	
NAME OF SUBMITTER:	DAVID J. BOVITZ	
SIGNATURE:	/David J. Bovitz/	
DATE SIGNED:	12/06/2018	
Total Attachments: 6		
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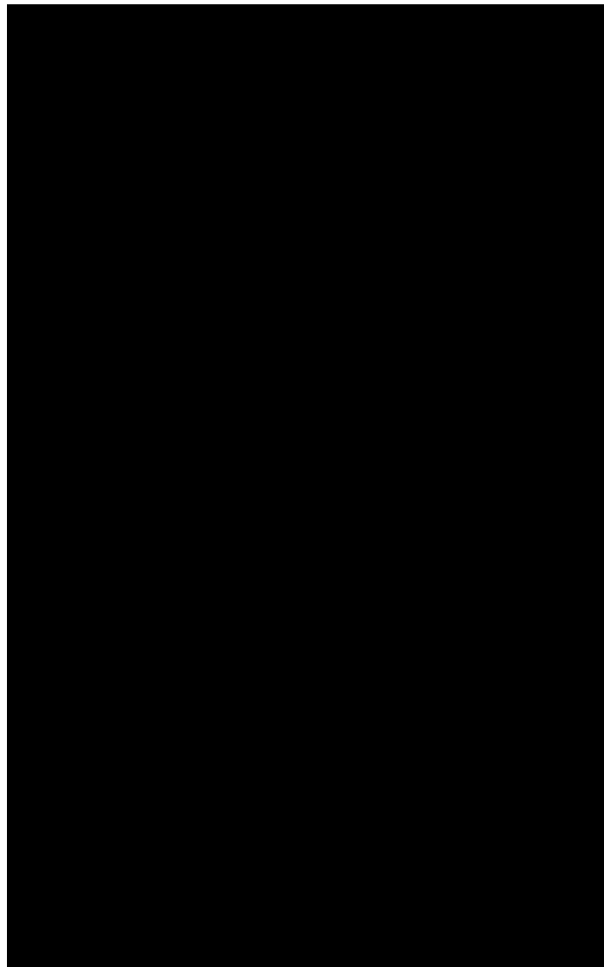
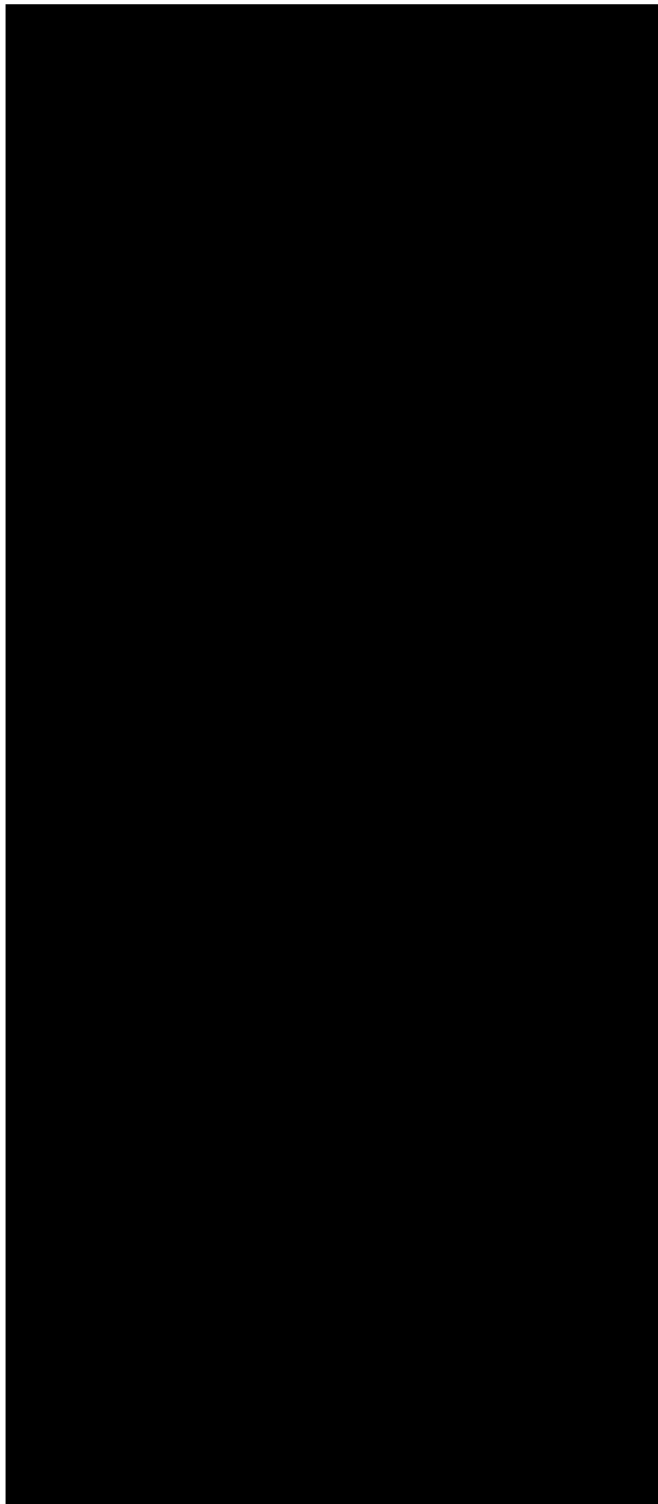
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EXHIBIT 4

**EMPLOYEE PROPRIETARY INFORMATION
AND INVENTIONS AGREEMENT**

In consideration of my employment or continued employment by **Liquid Inc.**, a Delaware corporation, and its successors or assigns ("**Company**"), and the compensation now and hereafter paid to me, I hereby agree as follows:



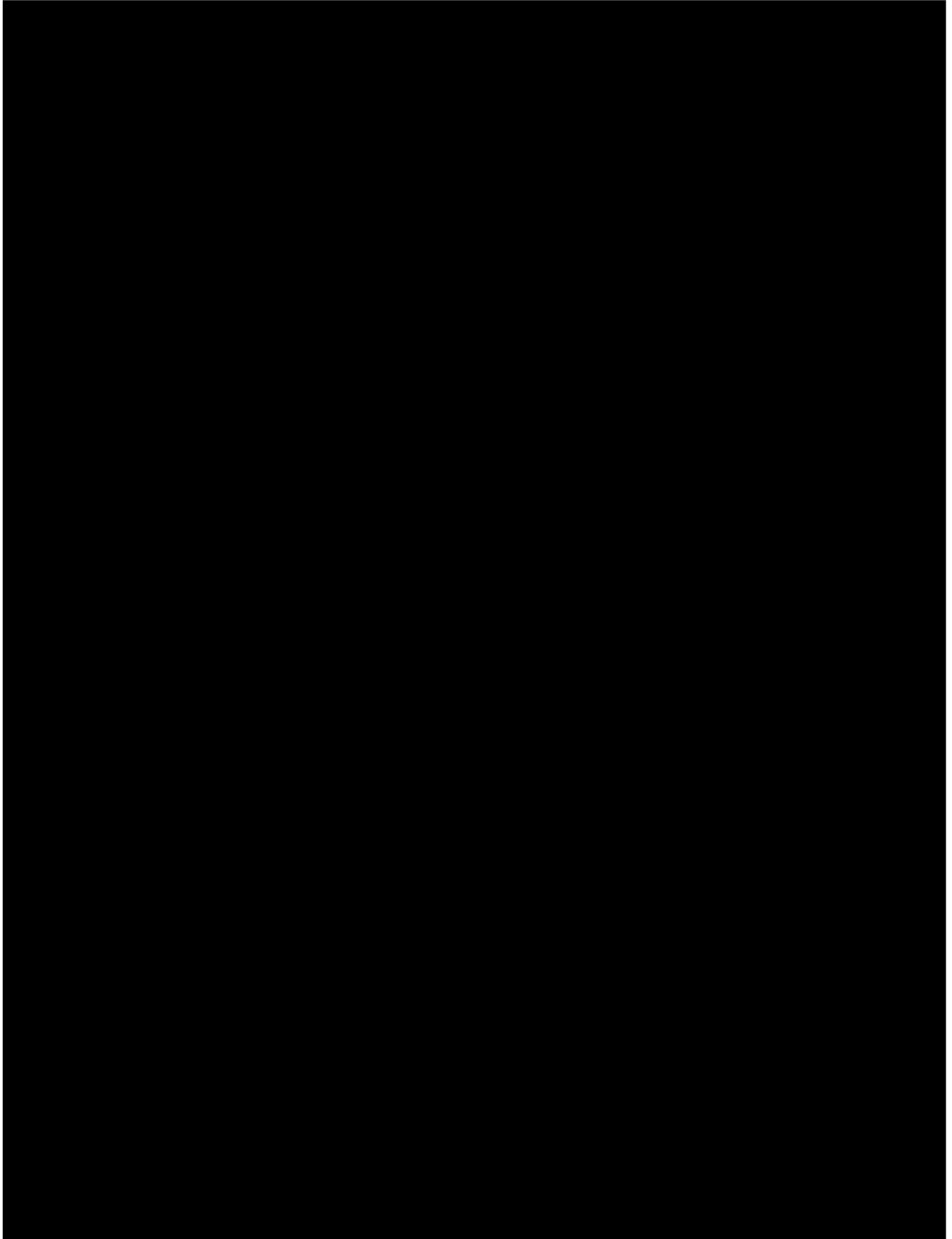
2. ASSIGNMENT OF INVENTIONS.

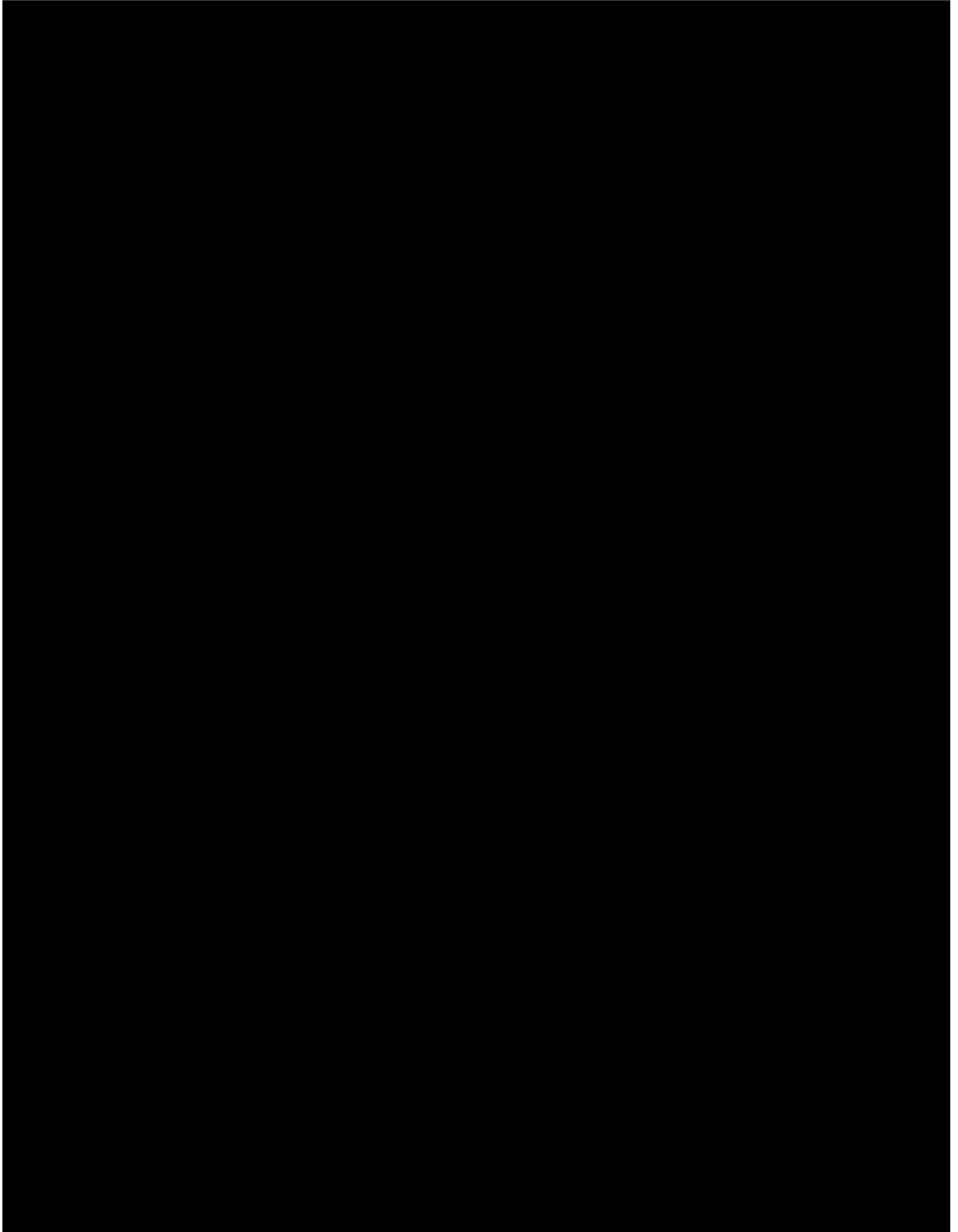
2.1 Proprietary Rights. The term "**Proprietary Rights**" shall mean all trade secret, patent, copyright, trademark, trade name, service mark, and other intellectual property rights throughout the world.

2.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my employment with Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit A* (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be

conceived, developed or reduced to practice prior to the commencement of my employment with Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit A* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company product, process or machine, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to use, make, have made, offer for sale such Invention, and to reproduce, create derivative works of, distribute, publicly perform and publicly display such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without Company's prior written consent.

2.3 Assignment of Inventions. Subject to Sections 2.4 and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with Company. Inventions assigned to Company, or to a third party as directed by Company pursuant to this Section 2, are hereinafter referred to as "**Company Inventions**."





I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

AGREED TO AND ACCEPTED:

Employee:



(Signature)

Jason Breakstone

(Please print name)

Company:

Liquid Inc.
(a Delaware corporation)

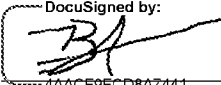
DocuSigned by:

By: _____
4AACF9FCD8A7441...
Bryan Schramm, COO

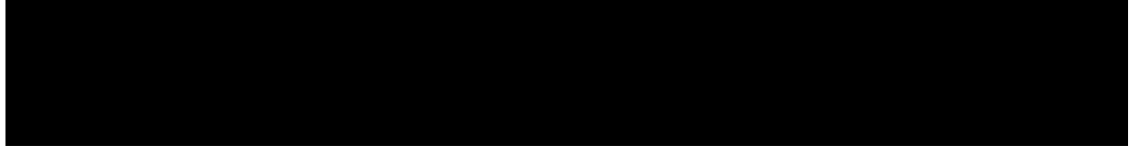
EXHIBIT A**PREVIOUS INVENTIONS**

TO: Liquid Inc.
FROM: Jason Breakstone
DATE: 05/13/2018
SUBJECT: Previous Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my employment by Liquid Inc., a Delaware corporation ("**Company**"), that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by Company:

☐ No inventions or improvements.

☒ See below:



☐ Additional sheets attached.

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

	Invention or Improvement	Party(ies)	Relationship
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.