

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5356968

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
LAWRENCE V. CALCANO	11/22/2013
RECEIVING PARTY DATA	
Name:	I1 BIOMETRICS, INC.
Street Address:	105 ROWAYTON AVE., FIRST FLOOR
City:	ROWAYTON
State/Country:	CONNECTICUT
Postal Code:	06853
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	15023306
Application Number:	61883108
CORRESPONDENCE DATA	
Fax Number:	(206)757-7700
<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:	(206)622-3150
Email:	JeanLarsen@dwt.com
Correspondent Name:	DAVIS WRIGHT TREMAINE LLP
Address Line 1:	1201 THIRD AVENUE SUITE 2200
Address Line 4:	SEATTLE, WASHINGTON 98101
ATTORNEY DOCKET NUMBER:	0100503-006US0
NAME OF SUBMITTER:	JACK CHANG
SIGNATURE:	/Jack Chang/
DATE SIGNED:	02/01/2019
Total Attachments: 8	
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PROPRIETARY INFORMATION AND ASSIGNMENT AGREEMENT

This Agreement is intended to formalize in writing certain understandings and procedures which have been in effect since the time I was initially employed by i1 Biometrics, Inc., a Delaware corporation ("Company"). In return for my new or continued employment by Company and other good and valuable consideration, the receipt and sufficiency of which I hereby acknowledge, I acknowledge and agree that:

1. Duties; At-Will Employment; No Conflicts. I will perform for Company such duties as may be designated by Company from time to time. I agree that my employment with the Company is for no specified term, and may be terminated by Company at any time, with or without cause, and with or without notice. Similarly, I may terminate my employment with Company at any time, with or without cause, and with or without notice. During my period of employment by Company, I will devote my best efforts to the interests of Company and will not engage in other employment or in any activities determined by Company to be detrimental to the best interests of Company without the prior written consent of Company.

2. Prior Work. All previous work done by me for Company relating in any way to the conception, reduction to practice, creation, derivation, design, development, manufacture, sale or support of products or services for Company is the property of Company, and I hereby assign to Company all of my right, title and interest in and to such previous work.

3. Proprietary Information. My employment creates a relationship of confidence and trust between Company and me with respect to any information:

(a) Applicable to the business of Company; or

(b) Applicable to the business of any client or customer of Company, which may be made known to me by Company or by any client or customer of Company, or learned by me in such context during the period of my employment.

All such information has commercial value in the business in which Company is engaged and is hereinafter called "Proprietary Information." By way of illustration, but not limitation, Proprietary Information includes any and all technical and non-technical information including patent, copyright, trade secret, and proprietary information, techniques, sketches, drawings, models, inventions, know-how, processes, apparatus, equipment, algorithms, software programs, software source documents, and formulae related to the current, future and proposed products and services of Company and includes, without limitation, information concerning research, experimental work, development, design details and specifications, engineering, financial information, business forecasts and sales and marketing plans.

4. Ownership and Nondisclosure of Proprietary Information. All Proprietary Information is the sole property of Company. I hereby assign to Company all right, title and interest I have acquired or may hereafter acquire in the Proprietary Information. At all times, both during my employment by Company and after termination of such employment, I will keep in confidence and trust all Proprietary Information, and I will not use or disclose any Proprietary Information or anything relating to Proprietary Information without the written consent of Company, except as may be necessary in the ordinary course of performing my duties for the Company.

5. Ownership and Return of Materials. All materials (including, without limitation, documents, drawings, models, apparatus, sketches, designs, lists, and all other tangible media of expression) furnished to me by Company shall remain the property of Company. Upon termination of my employment, or at any time on the request of Company before termination, I will promptly (but no later

than five (5) days after the earlier of my employment termination or Company's request) destroy or deliver to Company, at Company's option, all materials furnished to me by Company and all tangible media of expression which are in my possession and which incorporate any Proprietary Information or otherwise relate to Company's business.

6. Innovations. As used in this Agreement, the term "Innovations" means all information fixed in any tangible medium of expression (whether or not protectable under copyright laws), know-how, improvements, inventions (whether or not protectable under patent laws), works of authorship, techniques, software, code, objects, development tools, methods and protocols, instructions and routines, comments, user interfaces, support logs, scripts, design notes, supporting technical and user documentation, discoveries, data, ideas (whether or not protectable under trade secret laws), specifications, designs, trade secrets, combinations, formulae, developments, artwork, copyrights, regulatory and other governmental filings, documents, descriptions, processes, methods, procedures, trademarks, trade names, service marks, domain names, web addresses and web sites, all other subject matter that may be protectable under any patent, copyright, moral right, mask work, trademark, trade secret or other laws and all goodwill associated with any of the foregoing and any registrations and applications therefor.

7. Disclosure of Prior Innovations. I have identified on Schedule A attached hereto all Innovations, applicable to the business of Company or relating in any way to Company's business or demonstrably anticipated research and development or business, that were conceived, reduced to practice, created, derived, developed, or made by me prior to my employment with Company (collectively, the "Prior Innovations"), and I represent that such list is complete. I represent that I have no rights in any Innovations other than those Prior Innovations expressly listed on Schedule A hereto. If there is no such list on Schedule A hereto, I represent that I have neither conceived, reduced to practice, created, derived, developed nor made any such Prior Innovations.

8. Assignment of Innovations; License of Prior Innovations. I hereby agree promptly to disclose and describe to Company, and I hereby assign to Company my entire right, title, and interest in and to, each of the Innovations and any associated intellectual property rights, which I, solely or jointly, have conceived, reduced to practice, created, derived, developed or made or may hereafter conceive, reduce to practice, create, derive, develop or make during the period of my employment with Company, that (a) relate to (i) Company's business or actual or demonstrably anticipated research or development or (ii) technology enabled or instrumented mouth guards or mouth pieces or any other product that uses or incorporates technology related to acquiring, communicating, measuring or analyzing impact, physiological statistics, biometric data and/or vital signs, (b) were developed on any amount of Company's time or with the use of any of Company's equipment, supplies, facilities or information or (c) resulted from any work I performed for Company (collectively, the "Company Innovations"). I further acknowledge and agree that such Company Innovations including, without limitation, any computer programs, programming documentation, and other works of authorship, are "works made for hire" for purposes of Company's rights under copyright laws and I hereby assign to Company any and all right, title and interest I have acquired or may hereafter acquire in such Company Innovations. Any assignment of copyright hereunder includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively "Moral Rights"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, I hereby waive such Moral Rights and consent to any action of Company that would violate such Moral Rights in the absence of such consent. I will confirm any such waivers and consents from time to time as requested by Company. To the extent any of the right, title or interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice such non-assignable

right, title or interest. To the extent any of the right, title or interest in and to Company Innovations can be neither assigned nor licensed by me to Company, I hereby irrevocably waive and agree never to assert such non-assignable and non-licensable right, title or interest against Company or any of Company's successors in interest to such non-assignable and non-licensable rights. I hereby grant to Company a royalty free, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to practice all applicable patent, copyright, moral right, mask work, trade secret and other rights relating to any Prior Innovations which I incorporate, or permit to be incorporated, in any Company Innovations. Notwithstanding the foregoing, I have not incorporated and I will not hereafter incorporate, or permit to be incorporated, any Prior Innovation in any Company Innovation without Company's prior written consent.

9. Cooperation in Perfecting Rights to Proprietary Information and Innovations.

(a) I agree to perform, during and after my employment, all acts deemed necessary or desirable by Company to permit and assist Company, at Company's expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Proprietary Information and Innovations assigned or licensed to, or whose rights are irrevocably waived and shall not be asserted against, Company under this Agreement. Such acts may include, but are not limited to, execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets or other rights, and (iii) in other legal proceedings related to the Proprietary Information or Innovations.

(b) In the event that Company is unable for any reason to secure my signature to any document required to file, prosecute, register, or memorialize the assignment of any patent, copyright, mask work or other applications or to enforce any patent, copyright, mask work, moral right, trade secret or other right under any Proprietary Information (including improvements thereof) or any Innovations (including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations thereof), I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me, (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of patents, copyrights, mask works, moral rights, trade secrets or other rights under the Proprietary Information, or Innovations, all with the same legal force and effect as if executed by me.

10. No Violation of Rights of Third Parties. My performance of all the terms of this Agreement and my employment with the Company does not and will not breach, conflict with or otherwise overlap with any agreement, understanding, policy or other arrangement that I am a party to or otherwise subject to or bound by (including, without limitation, any such agreement, understanding, policy or arrangement (a) relating to nondisclosure of proprietary information, knowledge or data or (b) that otherwise assigns, licenses or otherwise transfers any interest in or to any Company Innovation to any other person or entity). I will not disclose to Company, or induce Company to use, any confidential or proprietary information or material belonging to any other person or entity. I am not a party to any other agreement which will interfere with my full compliance with this Agreement. I agree not to enter into any agreement, whether written or oral, in conflict with the provisions of this Agreement.

11. Non-Competition and Non- Solicitation.

(a) I acknowledge that, in the course of my employment with the Company, I have become familiar, or will become familiar, with trade secrets and with other confidential information concerning the Company and that my services have been and will be of special, unique and extraordinary value to the Company. I understand that the following restrictions may limit my ability to earn a livelihood in a business similar to the business of the Company, but nevertheless I believe that I will receive sufficient consideration and other benefits as an employee of the Company to clearly justify such restrictions which, in any event (given my education, skills and ability), I do not believe would prevent me from otherwise earning a living. I further understand that the provisions of this Section 11 are reasonable and necessary to preserve the business of the Company.

(b) In light of Section 11(a), I agree that, while I am employed by the Company and for one (1) year thereafter (subject to automatic extension for an additional period equal to the period of any breach of the covenants in this Section 11, the "*Non-Compete Period*"), I shall not directly or indirectly own, manage, operate, control, finance or invest in, participate in, consult with, render services for, act as an officer, director, partner, principal, agent, representative, contractor or advisor of or to, or in any manner engage in or be associated with, hold any interest in, be employed by or represent any business (i) competing with the businesses or the services or products of the Company as such businesses and/or products exist or are in the process of being formed, researched, developed or acquired as of the date that my employment with the Company terminates or (ii) engaged directly or indirectly in the research, development or commercialization of technology enabled or instrumented mouth guards or mouth pieces or any other product that uses or incorporates technology related to acquiring, communicating, measuring or analyzing impacts to the head.

(c) Furthermore, in light of Section 11(a), during the Non-Compete Period, I shall not directly or indirectly through another person or entity: (i) induce or attempt to induce any employee or independent contractor of the Company to leave the employ of or engagement with the Company or in any way interfere with the relationship between the Company, on the one hand, and any employee or independent contractor thereof, on the other hand; (ii) hire or engage any person who was an employee or independent contractor of the Company until six months after such individual's relationship with the Company has been terminated; (iii) induce or attempt to induce any customer (it being understood that the term "customer" as used throughout this Agreement includes any person or entity (x) that is receiving services from the Company or (y) that is directly or indirectly providing or referring business for, the Company), supplier, independent contractor, licensee or other business relation of the Company to cease doing business with the Company, or in any way interfere with the relationship between any such customer, supplier, independent contractor, licensee or business relation, on the one hand, and the Company, on the other hand, or (iv) solicit any customer of the Company in order to offer products or goods similar to those offered by the Company.

(d) I shall inform any prospective or future employer of all of the restrictions contained in this Agreement and provide such employer with a copy of such restrictions prior to the commencement of that employment. I agree that the Company may provide a copy of all of the restrictions contained in this Agreement to any of my future employers.

(e) If, at the time of enforcement of this Section 11, a court holds that the restrictions stated herein are unreasonable under the circumstances then existing, I agree that the maximum period, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area so as to protect the Company to the greatest extent possible under applicable law from improper competition.

(f) In the event of any breach or violation by me of any of the restrictions contained in this Section 11, any time period specified herein shall abate during the time of any such breach or violation thereof and that portion remaining at the time of commencement of any such breach or violation shall not begin to run until such breach or violation has been cured in all respects.

12. Survival. This Agreement (a) shall survive my employment by Company; (b) does not in any way restrict my right or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives. I agree that I may not assign my rights or obligations under this Agreement without the Company's prior written consent and that any attempted assignment in violation hereof shall be null and void.

13. Injunctive Relief. A breach of any of the promises or agreements contained herein will result in irreparable and continuing damage to Company for which there will be no adequate remedy at law, and Company shall be entitled to injunctive relief and/or a decree for specific performance, and such other relief as may be proper (including monetary damages if appropriate). NO PARTY TO THIS AGREEMENT OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE DEALINGS OR THE RELATIONSHIP BETWEEN THE PARTIES. NO PARTY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

14. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or such other address as I may specify in writing. Notices to Company shall be sent to Company's Human Resources Department or to such other address as Company may specify in writing.

15. Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and by the laws of the State of Connecticut. The parties hereto hereby irrevocably and unconditionally submit, for themselves and their property, to the non-exclusive jurisdiction of any State of Connecticut court or federal court sitting in the State of Connecticut and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or for recognition or enforcement of any judgment, and the parties hereto hereby irrevocably and unconditionally agree that all claims in respect of any such action or proceeding may be heard and determined in any such State of Connecticut court or, to the extent permitted by law, in such federal court. The parties hereto irrevocably waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. The parties hereto agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The parties hereto irrevocably and unconditionally waive, to the fullest extent they may legally and effectively do so, any objection that they may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any Connecticut State or federal court sitting in the State of

Connecticut and any appellate court from any thereof. Notwithstanding the foregoing, the parties intend to and hereby confer jurisdiction to enforce the covenants contained in this Section upon the courts of any jurisdiction within the geographical scope of such covenants. If the courts of any one or more of such jurisdictions hold such covenants wholly or partially invalid or unenforceable by reason of the breadth of such scope or otherwise, it is the intention of the parties that such determination not bar or in any way affect the Company's right to the relief provided above in the courts of any other jurisdiction within the geographical scope of such covenants, as to breaches of such covenants in such other respective jurisdictions, such covenants as they relate to each jurisdiction being, for this purpose, severable into diverse and independent covenants.

16. Severability. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

17. Waiver; Amendment; Modification. The waiver by Company of a term or provision of this Agreement, or of a breach of any provision of this Agreement by me, shall not be effective unless such waiver is in writing signed by Company. No waiver by Company of, or consent by Company to, a breach by me, will constitute a waiver of, consent to or excuse of any other or subsequent breach by me. This Agreement may be amended or modified only with the written consent of both me and Company. No oral waiver, amendment or modification shall be effective under any circumstances whatsoever.

18. Entire Agreement. This Agreement represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

[Remainder of page intentionally left blank]

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions.

ii BIOMETRICS, INC.

By: _____

Name: John F. Harris

Title: President and CEO

Dated: November 7, 2013

Printed Name: Laurena Celcano

Dated: November 22, 2013

Schedule A

PRIOR INNOVATIONS

NONE