

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5357649

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DONALD R. HIGH	12/23/2016
DAVID C. WINKLE	12/22/2016
MICHAEL D. ATCHLEY	01/10/2017
BRIAN G. MCHALE	01/25/2017
NICHOLAS RAY ANTEL	12/27/2017
JOHN J. O'BRIEN	03/28/2017
TODD D. MATTINGLY	01/10/2017
BRUCE W. WILKINSON	12/22/2016
RECEIVING PARTY DATA	
Name:	WAL-MART STORES, INC.
Street Address:	702 SOUTHWEST 8TH STREET
City:	BENTONVILLE
State/Country:	ARKANSAS
Postal Code:	72716
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16265876
CORRESPONDENCE DATA	
Fax Number:	(312)577-7007
<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:	312-577-7000
Email:	yvasilyeva@fitcheven.com
Correspondent Name:	FITCH, EVEN, TABIN & FLANNERY, LLP
Address Line 1:	120 SOUTH LASALLE STREET
Address Line 2:	SUITE 2100
Address Line 4:	CHICAGO, ILLINOIS 60603-3406
ATTORNEY DOCKET NUMBER:	8842-144909-US_1813US03
NAME OF SUBMITTER:	GEORGE N. DANDALIDES
SIGNATURE:	/George N. Dandalides Reg. No. 69,713/

PATENT

DATE SIGNED:	02/04/2019
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Total Attachments: 13

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ASSIGNMENT

I, for good and valuable consideration, receipt of which is hereby acknowledged, have assigned and do hereby assign, which confirms any previous assignment by me or by operation of law, to Wal-Mart Stores, Inc., a Delaware corporation, having its principal place of business at 702 Southwest 8th Street, Bentonville, AR 72716, United States of America (“Assignee”), its successors, assigns, and legal representatives, the entire right, title, and interest, in and to all subject matter and improvements invented, made, or conceived by me and described in the application for patent entitled

<p style="text-align: center;">AUTONOMOUS LOCKER DELIVERY</p>

relating to the patent family of Walmart Reference No. 1813US01; having Patent Application Number 62/437,136, filed December 21, 2016, and in and to all patent and all patent convention and treaty rights of all kinds, including the right to claim priority from said application, and all rights in and to any utility model, continuation, continuation-in-part, and divisional application therefrom, and any reissue or re-examination as to any patent issuing therefrom, in all countries throughout the world, for all such subject matter described therein, including all rights of action and rights to recover damages for past infringements.

I agree that on request and without further consideration, I will communicate to the Assignee or its representatives or nominees any facts known to me respecting the inventions and improvements and testify in any legal proceeding, make all rightful oaths, sign all lawful papers, and execute all instruments or documents required or requested for the making and prosecution of any applications of any type for patent, utility model, or other similar rights in all countries including, but not limited to, any provisional, non-provisional, continuation, continuation-in-part, divisional, renewal or substitute thereof, for any derivation proceedings relating thereto, and, as to any patents that issue from such applications, for any supplemental examination, derivation proceeding, opposition, post grant review, reissue, re-examination, *inter partes* review, or extension thereof, and generally do everything possible to aid the Assignee, its successors, assigns, and nominees to obtain and enforce proper patent protection for the invention and its improvements in all countries.

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Donald R. High
Inventor's Signature:	<u>Donald R. High</u>
Date:	<u>12/23/2016</u>
Inventor's Address:	731 Easy Street Noel, Missouri, 64854 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	David C. Winkle
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	15 Rochdale Drive Bella Vista, Arkansas, 72714 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Michael D. Atchley
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	126 Woodcliff Road Springdale, Arkansas, 72764 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Donald R. High
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	731 Easy Street Noel, Missouri, 64854 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	David C. Winkle
Inventor's Signature:	<u>David C. Winkle</u>
Date:	<u>12/22/2016</u>
Inventor's Address:	15 Rochdale Drive Bella Vista, Arkansas, 72714 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Michael D. Atchley
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	126 Woodcliff Road Springdale, Arkansas, 72764 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Donald R. High
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	731 Easy Street Noel, Missouri, 64854 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	David C. Winkle
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	15 Rochdale Drive Bella Vista, Arkansas, 72714 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Michael D. Atchley
Inventor's Signature:	<u>Michael D. Atchley</u>
Date:	<u>Jan 10, 2017</u>
Inventor's Address:	126 Woodcliff Road Springdale, Arkansas, 72764 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Brian G. McHale
Inventor's Signature:	<u>Brian G. McHale</u>
Date:	<u>25 Jan 2017</u>
Inventor's Address:	13 Edgware Road Chadderton Oldham, OL9 9PU United Kingdom

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Nicholas Ray Antel
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	118 San Jose Drive Springdale, Arkansas, 72764 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	John J. O'Brien
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	108 Neal Street Farmington, Arkansas, 72730 United States of America

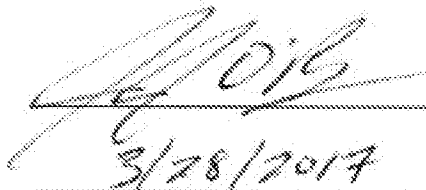
Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Brian G. McHale
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	13 Edgeware Road Chadderton Oldham, OL9 9PU United Kingdom

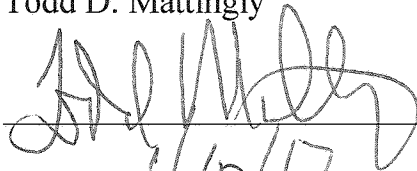
Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Nicholas Ray Antel
Inventor's Signature:	_____ ** SEE ATTACHED **
Date:	_____
Inventor's Address:	118 San Jose Drive Springdale, Arkansas, 72764 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	John J. O'Brien
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	108 Neal Street Farmington, Arkansas, 72730 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Brian G. McHale
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	13 Edgeware Road Chadderton Oldham, OL9 9PU United Kingdom

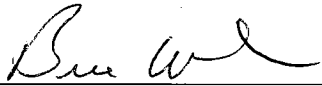
Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Nicholas Ray Antel
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	118 San Jose Drive Springdale, Arkansas, 72764 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	John J. O'Brien
Inventor's Signature:	 _____
Date:	3/28/2017 _____
Inventor's Address:	108 Neal Street Farmington, Arkansas, 72730 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Todd D. Mattingly
Inventor's Signature:	 _____
Date:	11/10/17 _____
Inventor's Address:	4402 North East Green Creek Cove Bentonville, Arkansas, 72712 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Bruce W. Wilkinson
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	3808 Brooks Ridge Rogers, Arkansas, 72758 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Todd D. Mattingly
Inventor's Signature:	_____
Date:	_____
Inventor's Address:	4402 North East Green Creek Cove Bentonville, Arkansas, 72712 United States of America

Legal Name of Inventor: <i>(Given names first, Family name last)</i>	Bruce W. Wilkinson
Inventor's Signature:	 _____
Date:	<u>12/22/16</u> _____
Inventor's Address:	3808 Brooks Ridge Rogers, Arkansas, 72758 United States of America

STAFFING ENGAGEMENT AND NON-DISCLOSURE AGREEMENT FOR LLC

CONTRACTOR'S AGREEMENT

THIS STAFFING ENGAGEMENT AND NON-DISCLOSURE AGREEMENT FOR LLC ("Agreement") is made this **15th** day of **December 2017** (the "Effective Date") between **EXECUTIVE IP, LLC.**, a New York corporation having its principal office at 8221 Clarence Lane North, East Amherst, New York, 14051, United States of America ("Executive IP") and **Nicholas Antel and Mariah Antel LLC**, located in Springdale, Arkansas (the term "Antel" shall refer to Nicholas Antel and Mariah Antel, LLC. It shall also refer to Nicholas Antel individually in connection with Ownership Rights and Confidentiality provisions under this Agreement).

WHEREAS Antel desires to work as an independent contractor for Walmart on behalf of Executive IP where Antel will be given confidential information related to Walmart inventions.

WHEREAS Executive IP desires to engage Antel as an independent contractor to perform services for Walmart on behalf of Executive IP, and Walmart desires to have Antel work as a Walmart contractor on Executive IP's behalf.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto (individually, a "Party"; collectively, the "Parties") hereby agree as follows:

Compensation

Executive IP shall pay Antel as an independent contractor a fee in the amount of [REDACTED] for services to Walmart on behalf of Executive IP. Such services are described in Walmart's Statement of Work dated December 1, 2017 entitled, "Backroom Inventory with Drones" (hereinafter referred to as "Services"). Executive IP shall only pay Antel for Services if the work performed by Antel is approved by Walmart. Since Antel is not an employee of either Executive IP or Walmart, Antel will not be given any other benefits in connection with this engagement.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]

Status

Antel's status to both Executive IP and Walmart will be an independent contractor. Under no circumstances shall Antel be considered an employee to either Executive IP or Walmart. In Antel's capacity as an independent contractor, Antel will have no authority to bind either Executive IP or Walmart in any manner whatsoever.

Ownership rights in innovation developed under this Agreement

Antel acknowledges that any and all innovation and intellectual property rights developed by Antel in connection with this Agreement shall be owned exclusively by Walmart. To the extent that Antel has rights to innovation or intellectual property rights developed by Antel under this Agreement, those rights shall be promptly assigned to Walmart. Antel will make full and prompt disclosure to Walmart of all Walmart-related inventions, discoveries, designs, developments, methods, modifications, improvements, processes, algorithms, mask works, databases, computer programs, formulae, techniques, trade secrets, graphics or images, and audio or visual works and other works of authorship (collectively "Developments"), whether or not patentable or copyrightable, that are created, made, conceived or reduced to practice by Antel (alone or jointly with others) or under Walmart's direction during the period of Antel's engagement. Antel acknowledges that all work performed by him/her/it is on a "work for hire" basis, and hereby does assign and transfer and, to the extent any such assignment cannot be made at present, will assign and transfer to Walmart and its successors and assigns all his right, title, and interest in all Developments that relate to the business of Walmart (collectively, "Walmart-Related Developments"), and all related patents, patent applications, trademarks and trademark applications, copyrights and copyright applications, and other intellectual property rights in all countries and territories worldwide and under any international conventions ("Intellectual Property Rights"). With respect to prior inventions of Antel, Antel will not incorporate, or permit to be incorporated, any prior invention in any Walmart-Related Development without Walmart's prior written consent. A "Prior Invention" is any Development that Antel has, alone or jointly with others, conceived, developed, or reduced to practice prior to the commencement of Antel's services with Walmart that Antel considers to be his/her/its property or the property of third parties. If, in the course of Antel's services with Walmart, he/she/it incorporates a Prior Invention into a Walmart product, process, or machine, or other work done for Walmart, he/she/it hereby grants to Walmart a nonexclusive, royalty-free, paid-up, irrevocable, worldwide license (with the full right to sublicense) to make, have made, modify, use, sell, offer for sale, and import such Prior Invention. Antel will cooperate fully with Walmart, both during and after his/her/its services with Walmart, with respect to the procurement, maintenance, and enforcement of Intellectual Property Rights in Walmart-Related Developments. Antel will sign, both during and after the term of this Agreement, all papers, including without limitation copyright applications, patent applications, declarations, oaths, assignments of priority rights, and powers of attorney, which Walmart may deem necessary or desirable in order to protect its rights and interests in any Walmart-Related Development.

[REDACTED]

[REDACTED]

[REDACTED]

Term of the Agreement

The initial term of this Agreement shall commence on the Effective Date and terminate January 26, 2018. Executive IP may immediately terminate this agreement at any time for any reason upon oral or written notice to Antel.

[REDACTED]

[REDACTED]

[REDACTED]

Confidentiality

- (a) "**Confidential Information**" shall mean any and all internal, non-public, confidential, or restricted business, financial, product, commercial or technical information, trade secrets and know-how, whether or not stored in any medium, relating to Walmart or Executive IP's businesses, directly or indirectly made

available by Executive IP or Walmart (referred to together as the “**Disclosing Parties**” and **individually as a respective “Disclosing Party**”) to the Antel (the “**Receiving Party**”) in connection with this Agreement regardless of whether exchanged before or after the Effective Date. The Confidential Information of the Disclosing Parties shall remain the property of each respective Disclosing Party. (The “**Receiving Party**” shall include the Receiving Party’s shareholders, officers, directors, employees, agents, advisors, service providers, consultants, and/or subcontractors.)

(b) Exclusions. Confidential Information shall not include information which: (a) at the time of disclosure or subsequently, is published or otherwise generally available to the public other than through any act or omission on the part of the Receiving Party; (b) the Receiving Party can demonstrate by written records was lawfully in the possession of the Receiving Party at the time of disclosure (and not otherwise subject to a non-disclosure agreement or ongoing obligation of confidentiality); (c) the Receiving Party can demonstrate by written records was acquired from a third party who had the lawful right to make the disclosure; (d) the Receiving Party can demonstrate by written records was independently developed by the Receiving Party without reference to the respective Disclosing Party’s Confidential Information; (e) has been disclosed as necessary to establish rights or enforce obligations under this Agreement; and (f) is required to be disclosed by the Receiving Party pursuant to an order, direction or other regulation legally enforceable against the Receiving Party, provided that (i) any such disclosure shall be only as far as necessary to reasonably comply and (ii) the Receiving Party shall notify the respective Disclosing Party of the obligation as soon as reasonably practicable and cooperate in any effort by the respective Disclosing Party to obtain a protective order.

(c) Use. The Receiving Party agrees to: (a) maintain the Confidential Information of each Disclosing Party in strict confidence; (b) not disclose it to any third party; (c) promptly notify the respective Disclosing Party of any Confidential Information disclosed in violation of this Section, or otherwise lost or unaccounted for; (d) not copy, modify, reverse engineer, or reproduce any of it without the written consent of the respective Disclosing Party; (g) store it securely; (h) comply with all export and import control laws and regulations of all countries under whose jurisdiction the transfers of it occur; and (i) upon termination of this Agreement (or upon the request of either Disclosing Party at any time, at the each Disclosing Party’s sole discretion) (1) immediately cease using it and promptly return, delete or destroy all of it, together with any copies (provided that the Receiving Party may keep one copy solely for archival purposes to be used only for purposes of demonstrating its compliance with this Section), and (2) using industry best practices, ensure that all Confidential Information contained in any media has been completely deleted or otherwise destroyed, prior to disposing of the media.

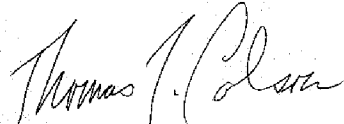
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Arkansas, applicable to agreements made and performed in Arkansas. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, the validity and enforceability of all the remaining provisions shall not be affected thereby. The failure of any of the parties to exercise any of its rights hereunder for a breach hereof shall not be deemed to be a waiver of such rights nor shall the same be determined to be a waiver of any subsequent breach.

Executive IP, LLC.

By: 
Thomas J. Colson, CEO

Date: December 15, 2017

Nicholas and Mariah Antel LLC

By: 
Nicholas Antel

Date: 12/27/2017