

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5373282

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JOSEPH TAYLOR	04/24/2018
RECEIVING PARTY DATA	
Name:	INFRASTRUCTURE TECHNOLOGIES, LLC
Street Address:	3171 MT DIABLO BLVD, SUITE 210
Internal Address:	ONSET CAPITAL C/O MR. CHARLIE SNYDER
City:	LAFAYETTE
State/Country:	CALIFORNIA
Postal Code:	94549
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16266008
CORRESPONDENCE DATA	
Fax Number:	(888)686-9354
<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:	3365433797
Email:	cgannon@carlagannonlaw.com
Correspondent Name:	CARLA L. GANNON
Address Line 1:	8903 E. OAK ISLAND DR., SUITE 9
Address Line 4:	OAK ISLAND, NORTH CAROLINA 28465
ATTORNEY DOCKET NUMBER:	INFRASTRUCTURETECH-13
NAME OF SUBMITTER:	CARLA L. GANNON
SIGNATURE:	/Carla L. Gannon/
DATE SIGNED:	02/13/2019
Total Attachments: 23	
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ASSIGNMENT

I, Joseph Taylor (“Assignor”), having a principal place of residence at 12370 County Road 8, Brainerd, Minnesota, 56401, have interest in an invention entitled “PIPE FITTINGS HAVING INTEGRATED THERMOPLASTIC WITH IMPROVED MELT-FLOW CHARACTERISTICS FOR CURED IN PLACE PIPE SYSTEMS AND ASSOCIATED METHOD OF USE”, which is the subject of United States Provisional Patent Application serial number 62/630,873, filed February 15, 2018.

Infrastructure Technologies, LLC, a corporation duly organized and existing under the laws of the State of Delaware, and having a principal place of business at 1455 Auto Center Drive #125, Ontario, California, 91761, with a mailing address of P.O. Box 310275, Fontana, California 92337 (“Assignee”), is desirous of acquiring Assignor’s interest in the invention.

Assignor acknowledges receipt and adequacy of good and valuable consideration in exchange for this Assignment, and assigns to Assignees and their successors in interest, the right, title and interest to the invention described in the Provisional Patent Application listed above, as well as any interests which may arise from later-filed patent applications which claim priority from the aforementioned Provisional Patent Application. These rights are applicable in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, for the full term of the patent, including extensions of time, the same as if held by Assignor had this Assignment not been made. This Assignment includes the assignment of the right to recover for past infringements of, or liabilities for, any of the rights related all patent rights which arise from the invention, including those in subsequent patents which name the aforementioned Provisional Patent Application in lineage.

Assignor covenants and agrees to cooperate with Assignees and execute all instruments or documents in the invention requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries

including, but not limited to the following: provisional, continuation, continuation-in-part, divisional, renewal or substitute, reissue, re-examination, or extension.

Assignor covenants and agrees to cooperate with Assignees in executing a subsequent assignment in the invention upon the filing of a United States Utility Application, which claims priority from the aforementioned Provisional Patent Application, said subsequent assignment for recordation with the United States Patent Office.

Assignor covenants and agrees to cooperate with Assignees in any litigation regarding the invention, patents or applications regarding the invention, including testifying for the benefit of Assignees without further or other compensation than that provided in this Assignment.

Assignor covenants that no assignment, sale or agreement or encumbrance has been or will be entered into which would conflict with this Assignment.

Assignor: Joseph Taylor 4/24/18
Joseph Taylor Date

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ASSIGNMENT

I, Joseph Rosemont ("Assignor"), having a principal place of residence at 12370 County Road 8, Brainerd, Minnesota, 56401, have interest in an invention entitled "PIPE FITTINGS HAVING INTEGRATED THERMOPLASTIC WITH IMPROVED MELT-FLOW CHARACTERISTICS FOR CURED IN PLACE PIPE SYSTEMS AND ASSOCIATED METHOD OF USE", which is the subject of United States Provisional Patent Application serial number 62/630,873, filed February 15, 2018.

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Assignor acknowledges receipt and adequacy of good and valuable consideration in exchange for this Assignment, and assigns to Assignees and their successors in interest, the right, title and interest to the invention described in the Provisional Patent Application listed above, as well as any interests which may arise from later-filed patent applications which claim priority from the aforementioned Provisional Patent Application. These rights are applicable in the United States of America and all foreign countries, including the right to claim priority under the laws of the United States, the Paris Convention, and any foreign countries, for the full term of the patent, including extensions of time, the same as if held by Assignor had this Assignment not been made. This Assignment includes the assignment of the right to recover for past infringements of, or liabilities for, any of the rights related all patent rights which arise from the invention, including those in subsequent patents which name the aforementioned Provisional Patent Application in lineage.

Assignor covenants and agrees to cooperate with Assignees and execute all instruments or documents in the invention requested for the making and prosecution of any applications of any type for patent in the United States and in all foreign countries

INFRASTRUCTURE TECHNOLOGIES, LLC

9317 Papaya Place
Fontana, CA 92335

April 1, 2017

Joseph D. Taylor
[REDACTED]
[REDACTED]

Re: EMPLOYMENT AGREEMENT

Dear Joseph:

On behalf of Infrastructure Technologies, LLC, a Delaware limited liability company (the "Company"), I am pleased to offer you the position of Chief Technical Officer of the Company. Your employment by the Company shall be governed by the following terms and conditions (this "Agreement"):

[REDACTED]

[REDACTED]

[REDACTED]



[REDACTED]

[REDACTED]

• [REDACTED]

• [REDACTED]

[REDACTED]

• [REDACTED]

[REDACTED]

• [REDACTED]

[REDACTED]

• [REDACTED]

• [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. Pre-Employment Conditions.

a) **Confidentiality Agreement.** Your acceptance of this offer and commencement of employment with the Company is contingent upon the execution, and delivery to an officer of the Company, of the Company's Confidential Information and Invention Assignment Agreement, a copy of which is enclosed for your review and execution (the "Confidentiality Agreement"), prior to or on your Start Date.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

g) **No Assignment.** This Agreement and all of your rights and obligations hereunder are personal to you and may not be transferred or assigned by you at any time. The Company may assign its rights under this Agreement to any entity that assumes the Company's obligations hereunder in connection with any sale or transfer of all or a substantial portion of the Company's assets to such entity.

[REDACTED]

[Signature Page Follows]

We are all delighted to be able to extend you this offer and look forward to working with you. To indicate your acceptance of the Company's offer, please sign and date this letter in the space provided below and return it to me, along with a signed and dated original copy of the Confidentiality Agreement, on or before April 1, 2017. The Company requests that you begin work in this new position on or before April 1, 2017. Please indicate the date (either on or before the aforementioned date) on which you expect to begin work in the space provided below (the "Start Date").

Very truly yours,

INFRASTRUCTURE TECHNOLOGIES, LLC

By: _____
(Signature)

Name: _____

Title: _____

ACCEPTED AND AGREED:

JOSEPH D. TAYLOR

Joseph Taylor
(Signature)

April 1, 2017
Date

Anticipated Start Date: April 1, 2017

Attachment A: Confidential Information and Invention Assignment Agreement

ATTACHMENT A

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

(See Attached)



INFRASTRUCTURE TECHNOLOGIES, LLC

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

Employee Name: JOSEPH TAYLOR

Effective Date: April 1, 2017

As a condition of my becoming employed (or my employment being continued) by Infrastructure Technologies, LLC, a California limited liability company, or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the “Company”), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by the Company, I agree to the following:

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

4. **Ownership of Inventions.**

(a) **Inventions Retained and Licensed.** I have attached hereto, as Exhibit A, a complete list describing with particularity all Inventions (as defined below) that, as of the Effective Date, belong solely to me or belong to me jointly with others, and that relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder; or, if no such list is attached, I represent that there are no such Inventions at the time of signing this Agreement.

(b) **Use or Incorporation of Inventions.** If in the course of the Relationship, I use or incorporate into a product, process or machine any Invention not covered by Section 4(d) of this Agreement in which I have an interest, I will promptly so inform the Company. Whether or not I give such notice, I hereby irrevocably grant to the Company a nonexclusive, fully paid-up, royalty-free, assumable, perpetual, worldwide license, with right to transfer and to sublicense, to practice and exploit such Invention and to make, have made, copy, modify, make derivative works of, use, sell, import, and otherwise distribute under all applicable intellectual properties without restriction of any kind.

(c) **Inventions.** I understand that "Inventions" means discoveries, developments, concepts, designs, ideas, know how, improvements, inventions, trade

secrets and/or original works of authorship, whether or not patentable, copyrightable or otherwise legally protectable. I understand this includes, but is not limited to, any new product, machine, article of manufacture, biological material, method, procedure, process, technique, use, equipment, device, apparatus, system, compound, formulation, composition of matter, design or configuration of any kind, or any improvement thereon. I understand that "Company Inventions" means any and all Inventions that I may solely or jointly author, discover, develop, conceive, or reduce to practice during the period of the Relationship, except as otherwise provided in Section 4(g) below.

(d) **Assignment of Company Inventions.** I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my right, title and interest throughout the world in and to any and all Company Inventions. I further acknowledge that all Company Inventions that are made by me (solely or jointly with others) within the scope of and during the period of the Relationship are "works made for hire" (to the greatest extent permitted by applicable law) and are compensated by my salary. I hereby waive and irrevocably quitclaim to the Company or its designee any and all claims, of any nature whatsoever, that I now have or may hereafter have for infringement of any and all Company Inventions.

(e) **Maintenance of Records.** I agree to keep and maintain adequate and current written records of all Company Inventions made by me (solely or jointly with others) during the term of the Relationship. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, or any other format. The records will be available to and remain the sole property of the Company at all times. I agree not to remove such records from the Company's place of business except as expressly permitted by Company policy which may, from time to time, be revised at the sole election of the Company for the purpose of furthering the Company's business. I agree to deliver all such records (including any copies thereof) to the Company at the time of termination of the Relationship as provided for in Sections 5 and 6.

(f) **Patent and Copyright Rights.** I agree to assist the Company, or its designee, at its expense, in every proper way to secure the Company's, or its designee's, rights in the Company Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which the Company or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights, or if not transferable, waive such rights, and in order to assign and convey to the Company or its designee, and any successors, assigns and nominees the sole and exclusive right, title and interest in and to such Company Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue during and at all times after the end of the Relationship and until the expiration of the last such intellectual property right to

expire in any country of the world. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters of patents, copyright, mask work and other registrations related to such Company Inventions. This power of attorney is coupled with an interest and shall not be affected by my subsequent incapacity.

(g) **Exception to Assignments.** I understand that the Company Inventions will not include, and the provisions of this Agreement requiring assignment of inventions to the Company do not apply to, any invention which qualifies fully for exclusion under the provisions of applicable state law, if any, attached hereto as Exhibit B. In order to assist in the determination of which inventions qualify for such exclusion, I will advise the Company promptly in writing, during and after the term of the Relationship, of all Inventions solely or jointly conceived or developed or reduced to practice by me during the period of the Relationship.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(f) ADVICE OF COUNSEL. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND



UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT.
THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY
REASON OF THE DRAFTING OR PREPARATION HEREOF.

[Signatures on next page]

A handwritten signature in black ink, appearing to be a stylized 'J' or similar character, located in the bottom right corner of the page.

The parties have executed this Agreement on the respective dates set forth below, to be effective as of the Effective Date first above written.

COMPANY:

**INFRASTRUCTURE
TECHNOLOGIES, LLC**

EMPLOYEE:

**JOSEPH TAYLOR
an Individual**

By: _____

Name: _____

Joseph Taylor

(Signature)

Title: _____

Date: _____

Date: April 1, 2017



EXHIBIT A

**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP
EXCLUDED UNDER SECTION 4(a)**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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No inventions, improvements, or original works of authorship

Additional sheets attached

Signature of Employee: _____

Print Name of Employee: _____

Date: _____



EXHIBIT B

Section 2870 of the California Labor Code is as follows:

Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

Result from any work performed by the employee for the employer.

To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.



EXHIBIT C

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Date: 4/1/2017

Joseph Taylor
(Employee's Signature)

Josh Taylor
(Print Employee's Name)

JT