

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT5381317

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	TRANTAFYLLOS P TAFAS	02/19/2019
	MICHAEL THOMAS	02/19/2019
RECEIVING PARTY DATA		
Name:	IKONISYS, INC.	
Street Address:	5 SCIENCE PARK	
City:	NEW HAVEN	
State/Country:	CONNECTICUT	
Postal Code:	06511	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	8398263
CORRESPONDENCE DATA		
Fax Number:	(203)285-1642	
<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:	2033282227	
Email:	marvin.wachs@withersworldwide.com	
Correspondent Name:	MARVIN R WACHS	
Address Line 1:	1700 EAST PUTNAM AVE	
Address Line 2:	SUITE 400	
Address Line 4:	GREENWICH, CONNECTICUT 06870	
NAME OF SUBMITTER:	MARVIN R. WACHS	
SIGNATURE:	/Marvin R. Wachs/	
DATE SIGNED:	02/19/2019	
Total Attachments: 7		
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ASSIGNMENT

For good and valuable consideration, the receipt of which is hereby acknowledged, we the undersigned,

Triantafyllos P. TAFAS 9 Clemens Court Rocky Hill, CT 06067	Michael THOMAS 29 Northbrook Drive West Hartford, CT 06117
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(hereinafter "Assignors"), who have created a certain invention entitled:

FILTER WHEEL

for which an application for United States Letters Patent was filed on January 19, 2011, as United States Patent Application No. 13/009,331, and, for which United States Patent No. 8,398,263, was issued on March 19, 2013, hereby sell, assign and transfer to:

Ikonisys, Inc.
5 Science Park
New Haven, CT 06511

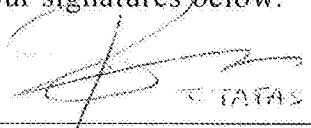
(hereinafter "Assignee"), its successors assigns, and legal representatives, the full and exclusive right to said invention and said application and to any and all inventions described in said application for the United States, its territorial possessions and all foreign countries, and the entire right, title and interest in and to any and all Letters Patent which may be granted therefor in the United States, its territorial possessions and all foreign countries; and in and to any and all continuations-in-part, continuations, divisions, substitutes, reissues, extensions thereof, and all other applications for Letters Patent relating thereto which have been or shall be filed in the United States, its territorial possessions and/or any foreign countries, and all rights, together with all priority rights, under any of the international conventions, unions, agreements, acts, and treaties, including all future conventions, unions, agreements, acts, and treaties.

We authorize Assignee to apply for and receive Letters Patent for such protection in its own name, in the United States, its territorial possessions, and all foreign countries; and that, when requested to carry out in good faith the intent and purpose of this assignment, at the expense of said Assignee, but without charge to Assignee, its successors, assigns and legal representatives, the undersigned will execute all continuations-in-part, continuations, divisions, substitutes, reissues, and extensions thereof, execute all rightful oaths, assignments, powers of attorney and other papers, testify in any legal or quasi-legal proceedings; communicate to said Assignee, its successors, assigns, and legal representatives all facts known to the undersigned relating to said invention and the history thereof; and generally do everything possible which said Assignee, its successors, assigns or legal representatives shall consider desirable for aiding in securing, maintaining and enforcing proper patent protection for said invention and for vesting title to said invention and all applications for patents on said invention in said Assignee, its successors, assigns and legal representatives; and

Covenant with said Assignee, its successors, assigns and legal representatives that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by the undersigned, and that full right to convey the same as herein expressed is possessed by the undersigned.

IN TESTIMONY WHEREOF, we have hereunto set our signatures below.

Signature of first inventor:



Triantafyllos P. TAFAS

Date: 2/18/19

Signature of second inventor:

Michael THOMAS

Date: _____

Initial 

IKONISYS, INC.

**CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT**

As a condition of and in consideration of my employment ("employment" whether as an employee, contractor or consultant) with Ikonisys, Inc., or any of its subsidiaries, including but not limited to Ikonisys Inc. (the "Company"), I, Michael Thomas hereby agree as follows:


1. Confidential Information.

(a) **Ikonisys and Third Party Information.** I agree at all times during the term of my employment and thereafter, to hold in strict confidence, and not to use, except for the benefit of Ikonisys, or to disclose to any person, firm or corporation without written authorization of an officer of Ikonisys, any Confidential Information. I understand that "Confidential Information" means any research conducted by me either alone or with others during my employment by Ikonisys, and all results and data generated in connection therewith, and any confidential or proprietary information, technical data, trade secrets or know-how of Ikonisys, including, but not limited to, research and product plans, products, services, customer lists and customers, markets, developments, inventions, processes, formulas, technology, marketing, finances or other business information disclosed to me by Ikonisys, either directly or indirectly, in writing, orally or otherwise. I recognize that Ikonisys has received and in the future will receive from third parties confidential or proprietary information of such third parties subject to a duty on Ikonisys' part to maintain the confidentiality of such information and to use such information only for certain limited purposes, and I understand that such information is also Confidential Information. I further understand that Confidential Information does not include any of the foregoing information or items that has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations to Ikonisys as to the information or items involved.

(b) **Former Employer Information.** I agree that I will not, during my employment with Ikonisys, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring onto the premises of Ikonisys, any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

2. Inventions and Publication Reports.

(a) **Inventions Retained and Licensed.** I have attached hereto as Attachment "A" a list describing all inventions, original works of authorship, developments, improvements, and trade secrets that were made by me prior to my employment with Ikonisys (collectively referred to as "Prior Inventions"), that belong to me, that relate to Ikonisys' business, products or research and development, and that are not assigned to Ikonisys hereunder; or, if no such list is attached, I represent that there are no such Prior Intentions. If, in the course of my employment with Ikonisys, I incorporate into a Ikonisys product, process or machine a

Initial 

Prior Invention owned by me or in which I have an interest, Ikonisys is hereby granted and will have a non-exclusive, royalty free, irrevocable, perpetual, worldwide license, with the right to grant sublicenses, to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

I further agree that with respect to all Inventions or other matters that may arise during my employment that may result in publishable material, with or without consideration, all such publications rights shall belong exclusively to Ikonisys. When and if such materials and items are published by the Company, the Company agrees to note my involvement and development of such materials and items.

(b) Assignment of Inventions. I agree that I will promptly make full written disclosure to Ikonisys, and will hold in trust for the sole right and benefit of Ikonisys, and hereby assign to Ikonisys, or Ikonisys' designee, all my right, title, and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements or trade secrets, whether or not patentable or registrable under patent, copyright or similar laws, that I may solely or jointly make, develop, conceive or reduce to practice, or cause to be made, developed, conceived or reduced to practice, during the period of time I am in the employ of Ikonisys (collectively referred to as "Inventions"). I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with Ikonisys and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act.

(c) Maintenance of Records. I agree to keep and maintain adequate and current written records of all Inventions made, developed, conceived or reduced to practice by me (solely or jointly with others) during the term of my employment with Ikonisys. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Ikonisys. The records will be available to and remain the sole property of Ikonisys at all times.

(d) Patent and Copyright Registrations. I agree to assist Ikonisys, or Ikonisys' designee, at Ikonisys' expense, in every way to secure Ikonisys' rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including disclosing to Ikonisys all pertinent information and data with respect thereto, and executing all applications, specifications, oaths, assignments and all other instruments that Ikonisys shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to Ikonisys, Ikonisys' successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such 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 will continue after the termination of this Agreement. If Ikonisys is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States of America or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to Ikonisys as above, then I hereby irrevocably designate and appoint Ikonisys and Ikonisys' 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

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prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

3. I agree that, during the term of my employment with Ikonisys, I will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which Ikonisys is now involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligation to Ikonisys. I agree that, at the time of leaving the employ of Ikonisys, I will deliver to Ikonisys, any and all documents or property, or reproductions of any such documents or property, developed by me pursuant to my employment with Ikonisys or otherwise belonging to Ikonisys, its successors or assigns.

4. **Representations.** I agree to execute any proper oath or verify any proper document requested by Ikonisys to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment with Ikonisys. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict with the terms of this Agreement.

5. **Arbitration and Equitable Relief.**

(a) **Arbitration.** Except as provided in Section 5(b) below, I agree that any dispute or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, will be settled by arbitration to be held in New Haven, Connecticut in accordance with the rules then in effect of the American Arbitration Association. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator will be final, conclusive and binding on the parties to the arbitration. Ikonisys and I will each pay one-half of the costs and expenses of such arbitration, and each of us will separately pay our counsel and witness fees and expenses.

(b) **Equitable Remedies.** I agree that it would be impossible or inadequate to measure and calculate Ikonisys' damages from any breach of the covenants set forth in Sections 1, 2 & 3 herein. Accordingly, I agree that if I breach my obligations under any of such sections, Ikonisys will have, in addition to any other right or remedy available, the right to seek an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any such provision of this Agreement. I further agree that no bond or other security will be required in obtaining such equitable relief.

6. **General Provisions.**

(a) **Governing Law.** This Agreement will be governed by the laws of the State of Connecticut without reference to conflicts of laws principles.

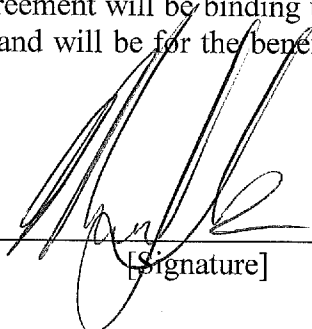
(b) **Entire Agreement.** This Agreement and the attached Letter Employment Agreement set forth the entire agreement and understanding between Ikonisys and me relating to the subject matter hereof and merges all prior discussions between us. No

modification of or amendment to this Agreement or the Letter Employment Agreement, or any waiver of any rights under these Agreements, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(c) **Severability.** If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect.

(d) **Successors and Assigns.** This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of Ikonisys, its successors and its assigns.

Dated: 11/15/07


[Signature]

Name of Employee: Michael Thomas

Social Security Number: 032-48-0241

IKONISYS, INC.

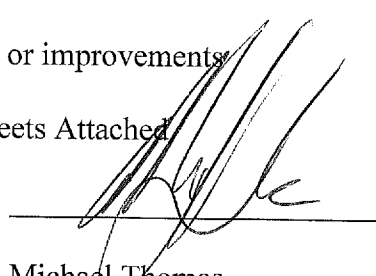
By: _____
Barbara Palach, Human Resources Manager
Hereunto Duly Authorized

ATTACHMENT A
LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP

<u>Identifying Number</u>	<u>Title or Brief Description</u>	<u>Date</u>
6,170,728	DRIVE WHEELS FOR AN APPARATUS PERFORMING A WORK OPERATION ON STRIP MATERIAL	1/9/2001
6,283,655	FRICTION-FEED PLOTTER w/ LATERAL- MOVABLE DRIVE ROLLER	9/4/2001
5,860,507	PLOTTER HAVING SYRCKETS FOR DRIVING SHEET MATERIAL	2/9/1999

_____ No inventions or improvements

_____ Additional Sheets Attached

Signature of Employee: 

Print Name of Employee: Michael Thomas

Date: 11/15/07

Accepted by:
IKONISYS, INC.

By: _____
Ms. Barbara Palach, Human Resources Manager
Hereunto Duly Authorized