

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5381455

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
JACK VINES	04/10/2016
RECEIVING PARTY DATA	
Name:	BLYNCSY, INC.
Street Address:	224 SOUTH 200 WEST
Internal Address:	SUITE 230
City:	SALT LAKE CITY
State/Country:	UTAH
Postal Code:	84101
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15910782
CORRESPONDENCE DATA	
Fax Number:	(435)252-1361
<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:	(435) 252-1360
Email:	bgonzalez@mabr.com
Correspondent Name:	MIKHAEL MIKHALEV / MASCHOFF BRENNAN
Address Line 1:	1389 CENTER DRIVE
Address Line 2:	SUITE 300
Address Line 4:	PARK CITY, UTAH 84098
ATTORNEY DOCKET NUMBER:	B2377.10007US02
NAME OF SUBMITTER:	MIKHAEL MIKHALEV
SIGNATURE:	/Mikhael Mikhalev, Reg. No. 72500/
DATE SIGNED:	02/19/2019
Total Attachments: 10	
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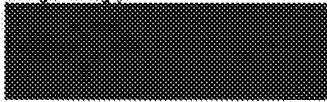
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EMPLOYMENT AGREEMENT

Effective Date: 04/15/2016

Blynco, Inc.

Employee Name: Jack Vines



("Employee")

("Company")

THIS EMPLOYMENT AGREEMENT (this "Agreement") is entered into this 15 day of April, 2016 (the "Effective Date"), by and between BLYNCSY, INC., a Delaware corporation (the "COMPANY"), and The "Employee" as defined above.

WHEREAS, the Company develops devices, and thereby collects and analyzes data on the movement of people from which it sells data and analytics (the "Field of Business"); and

WHEREAS; Employee is experienced as a ~~computer developer~~ ^{Corporate Development} and is seeking employment; and

WHEREAS; the Company desires to employ the Employee to provide the Services as described herein for the Company; and

WHEREAS, the Employee desires to be employed by the Company to render the services described herein and on the terms and conditions specified herein;

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and conditions set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Employee and the Company agree as follows:

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby agreed, the Parties agree as follows:

- 1. This Agreement is comprised of this signature and formation page and the attached Exhibits A, B, C and D. Terms of any prior agreements including but not limited to, "offer letter," confidentiality agreement or invention assignment are deemed merged herein and superseded hereby.
- 2. The Company desires the services of a party such as Employee to perform services as defined in Exhibit A hereunder ("Services & Term"), and the Employee is qualified to perform said Services and desires to perform said Services for the Company on the terms and conditions set forth herein.
- 3. The Company hereby employs the Employee and the Employee hereby accepts employment by the Company upon the terms and conditions set forth herein.

IN WITNESS WHEREOF, the Parties have signed this Agreement.

Employee

Blynco, Inc.





Name: Jack Vines
Date: 4/15/16

By: Name: Mark Pittman
Title: CEO
Date: 4/15/16

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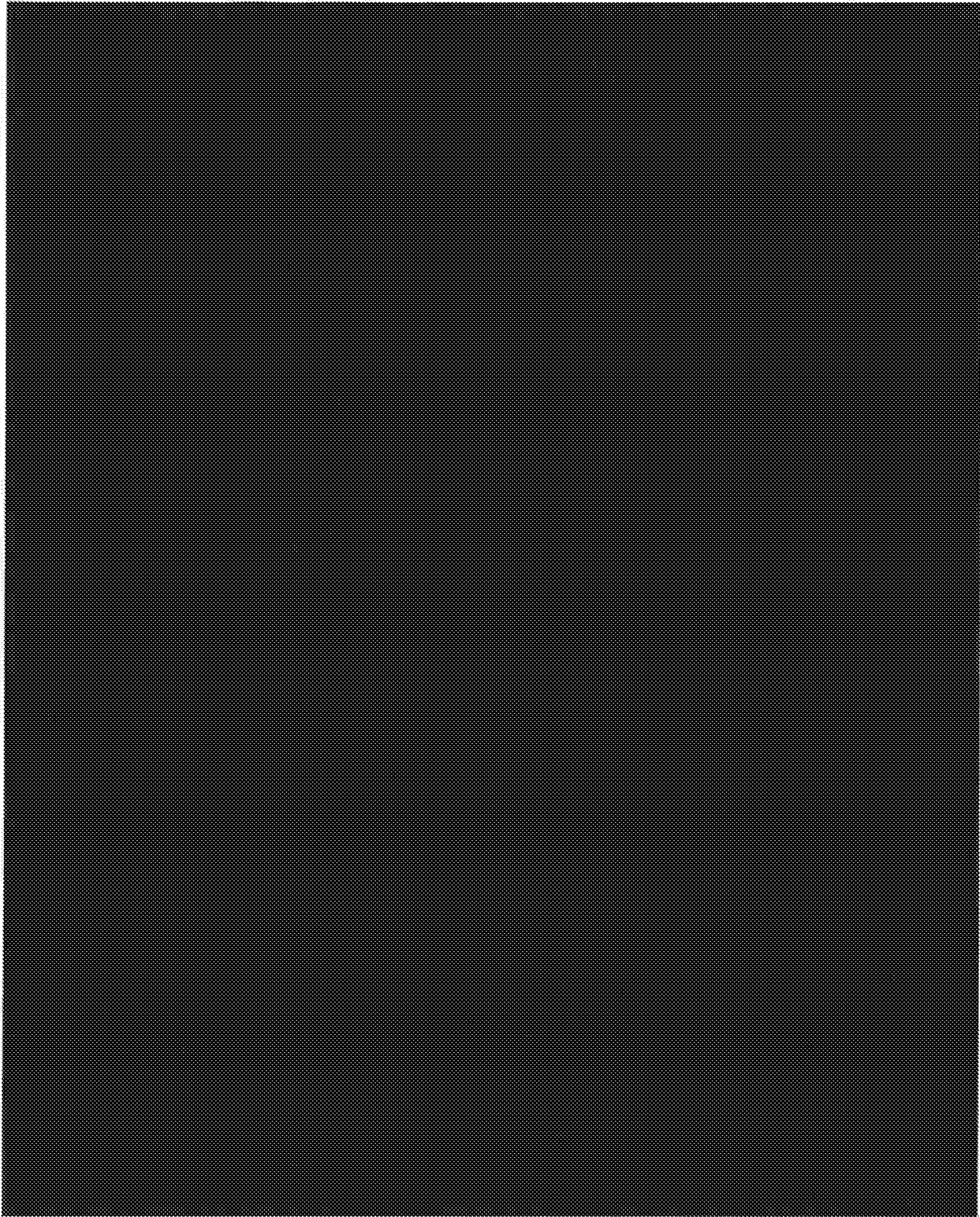
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[Type text]

EXHIBIT C
to the
EMPLOYMENT AGREEMENT
with
Blyncsy, Inc.

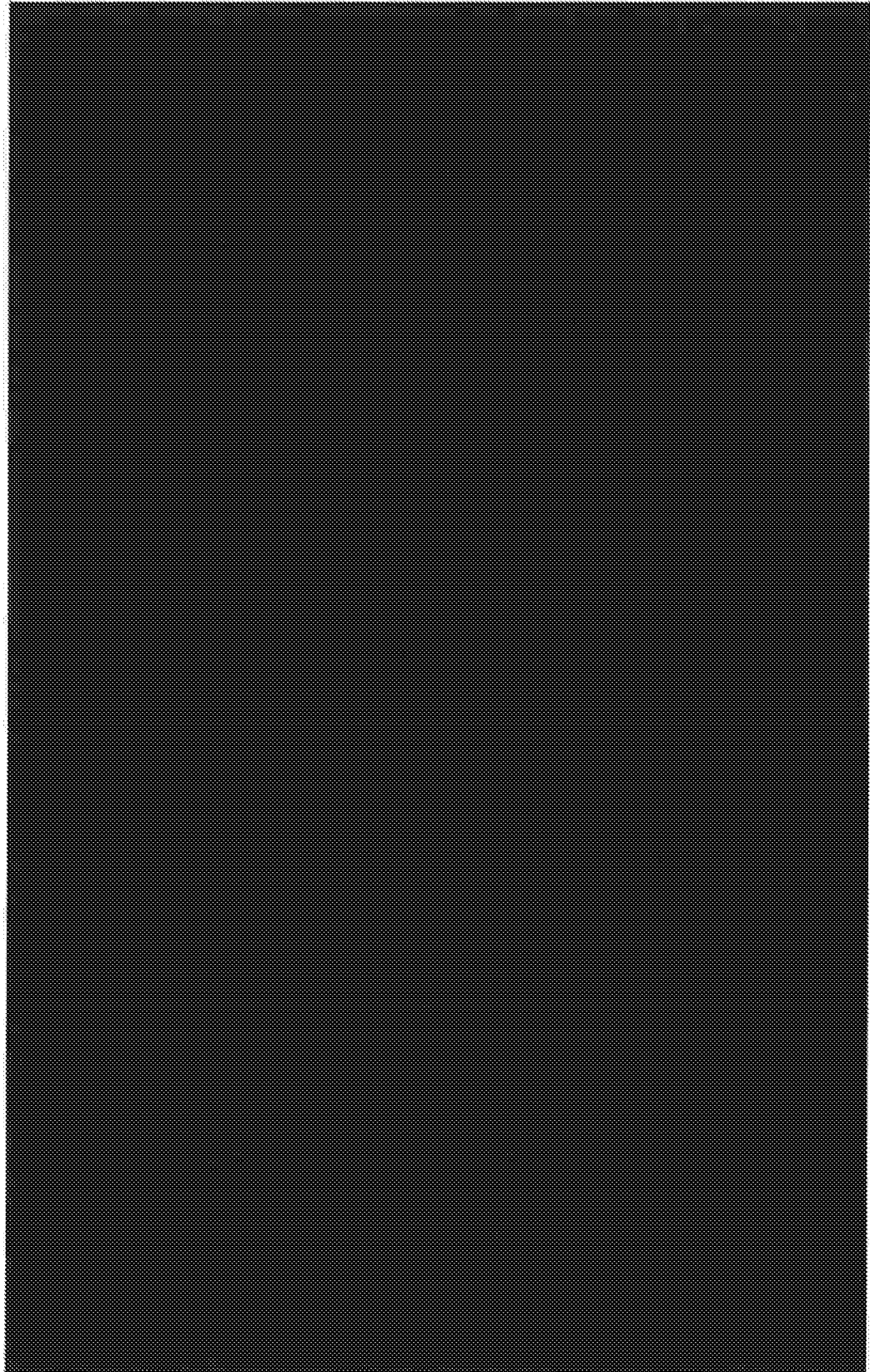
Terms and Conditions





8.3 "Intellectual Property" shall mean, without limitation, all copyrights, discoveries, inventions, improvements (whether or not patentable), patents, patent applications, trademarks, service marks, trade secrets, know how, and all other Intellectual Property rights of any type whatsoever. Public use of copyrights,

trademarks and service marks will not reduce or revoke any proprietary rights of the Company in such Intellectual Property.



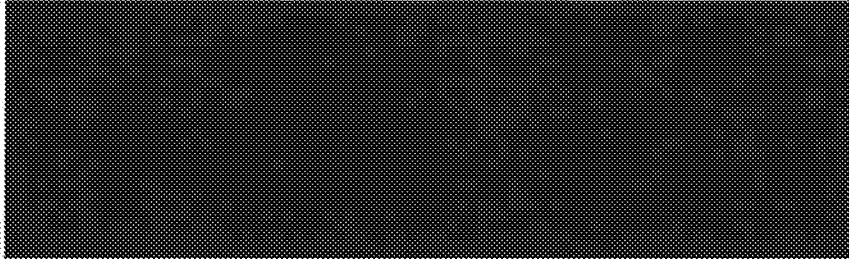


13 Inventions

13.1 Subject to the provisions of 13.2 and 13.3:

13.1.1 Employee has disclosed and shall promptly disclose to the Company any and all inventions, discoveries, compositions, original works of authorship, concepts, protocols, algorithms, code, user interfaces, ideas and the like (whether or not patentable or copyrightable or constituting trade secrets) conceived, made, created, developed or reduced to practice by Employee, alone or jointly with others, in the course of Employee's prior involvement with the Company (if any) both prior to the date hereof and in the course of performing Services under this Agreement ("Employee Inventions"). Without limiting the generality of the foregoing, and for greater clarity, Employee hereby conveys to the Company all of Employee's right, title and interest in the Company's Intellectual Property arising prior to or during the Term of this Agreement.

13.1.2 All Employee Inventions shall be the sole and exclusive property of the Company. Employee hereby assigns and agrees to assign to the Company Employee's full right, title and interest, if any, to any and all Employee Inventions and agrees to execute, without additional compensation, any further documentation that the Company may request in order to make this assignment fully effective.

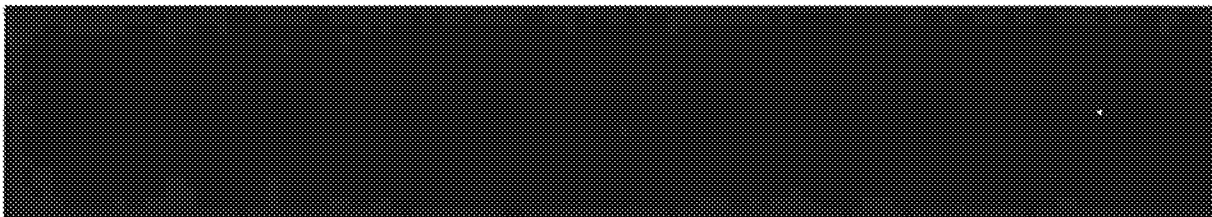
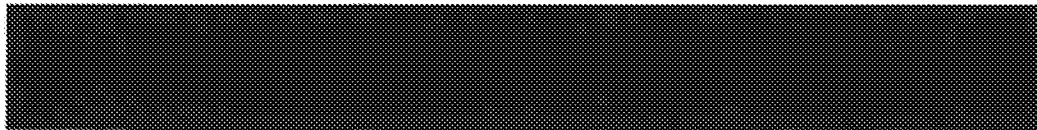


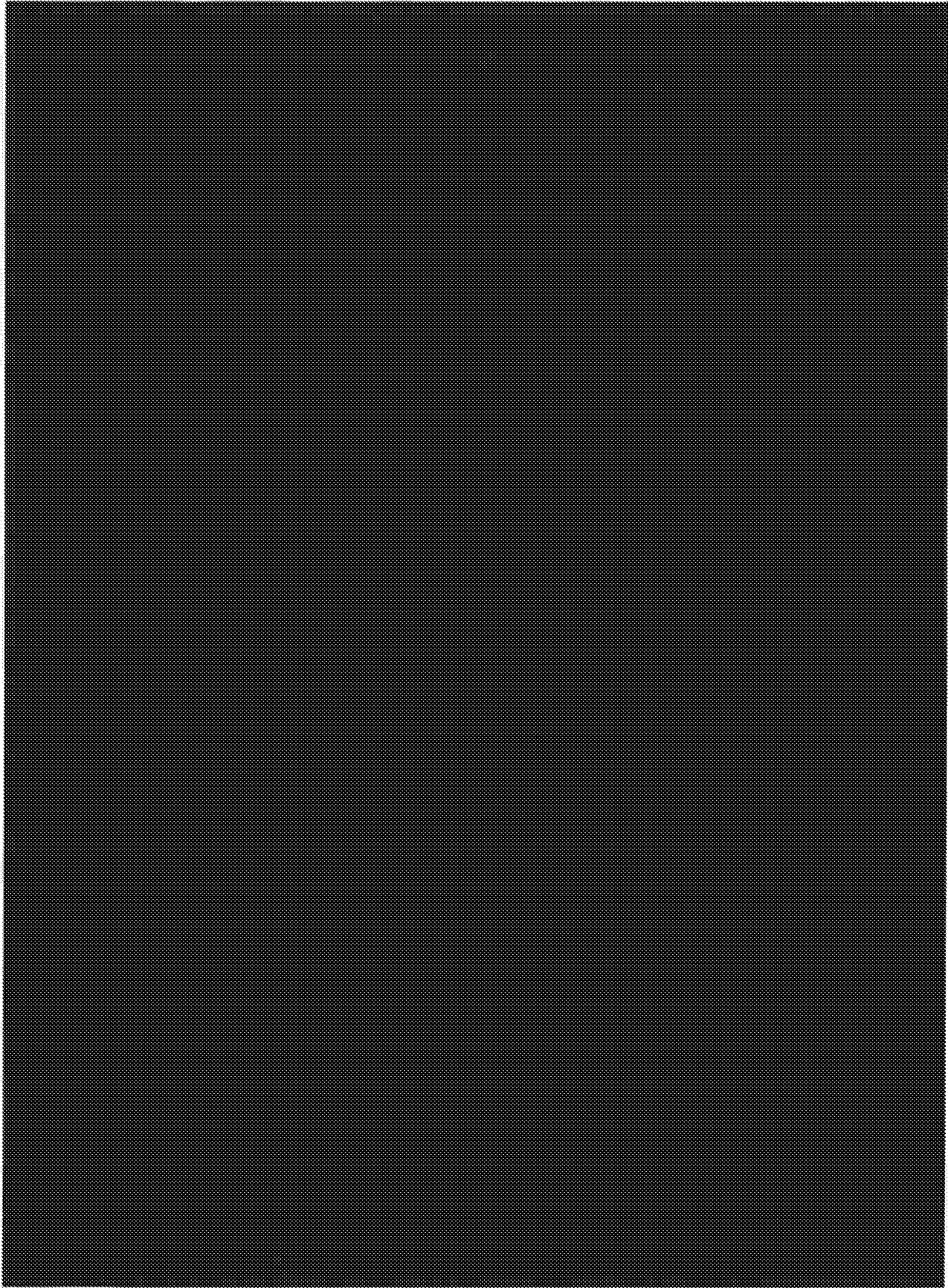
13.1.4 Employee will assist the Company in every proper way to obtain, and from time to time enforce in both the prosecution of, and defense of interferences of, United States and foreign proprietary rights relating to Employee Inventions in any and all countries. To that end, Employee will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such proprietary rights and the assignment thereof. In addition, Employee will execute, verify and deliver assignments of such proprietary rights to the Company or its designee. Employee's obligation to assist the Company with respect to proprietary rights relating to such Employee Inventions in any and all countries shall continue beyond the termination of Employee's engagement, but the Company shall compensate Employee at a reasonable rate after termination of the engagement for the time actually spent by Employee t at the Company's request on such assistance. In the event the Company is unable for any reason, after reasonable effort, to secure Employee's signature on any document needed in connection with the actions specified in the preceding paragraph, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney in fact, which appointment is coupled with an interest, to act for and in Employee's behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by Employee. Employee hereby waives and quitclaims to the Company any and all claims, of any nature whatsoever, which Employee now or may hereafter have for infringement of any proprietary rights assigned under this Agreement to the Company.

13.2 Inventions, if any, patented or unpatented, which (i) Employee made prior to the commencement of his engagement with the Company; or (ii) which Employee made or may hereafter make which arise from the Independent Research and which do not relate to the Company's Field of Business are collectively referred to as "Excluded Prior Inventions", are excluded from the scope of this Agreement and thus are not transferred to the Company. To preclude any possible uncertainty, Employee has and shall set forth on attached Exhibit D—Excluded Prior Inventions a complete summary (in non-confidential form) of all patented and/or patent pending inventions encompassed within Excluded Prior Inventions, as defined above. If disclosure of any such Excluded Prior Invention would cause Employee to violate any prior confidentiality agreement, Employee understands that he is not to list such Excluded Prior Inventions in Schedule B, but is 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.

13.2.1 The Company agrees that all Excluded Prior Inventions fall outside the scope of and are not covered by this Agreement. If Employee incorporates an Excluded Prior Invention belonging solely to Employee into a Company product, process or device, the 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 make, have made, modify, use and sell such product, process or device which reads on or incorporates or utilizes such Excluded Prior Invention.

13.2.2 Notwithstanding the foregoing, Employee agrees that he will not incorporate, or permit to be incorporated, any Excluded Prior Inventions in any Employee Inventions or any Company product, process or device without the Company's prior written consent. In case of a dispute between the Parties due to the fact that Employee did not list an invention on Exhibit D, whether an invention is an Employee Invention or an Excluded Prior Invention, Employee shall be obligated and shall bear the burden of proof to prove that an invention is an Excluded Prior Invention and is therefore not subject to this Agreement.







23 **Survival.** Any provision of or obligation under this Agreement, which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive any such termination or expiration, and shall continue in full force and effect. In addition, all provisions of this Agreement shall survive the termination or expiration of this Agreement to the fullest extent necessary to give the Parties the full benefit of the bargain expressed herein and of the intent contemplated hereunder.

