

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5497523

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
BASTIAAN STOUGIE	04/28/2010
RECEIVING PARTY DATA	
Name:	AMPLIDATA NV
Street Address:	OTTERGEMSESTEENWEG-ZUID, 808, B43
City:	GHENT
State/Country:	BELGIUM
Postal Code:	9000
PROPERTY NUMBERS Total: 2	
Property Type	Number
Application Number:	16010518
Application Number:	62548389
CORRESPONDENCE DATA	
Fax Number:	(801)355-0160
<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:	8012589837
Email:	patents@patentlawworks.net
Correspondent Name:	PAIGE M. ALSBURY/PATENT LAW WORKS
Address Line 1:	310 EAST 4500 SOUTH
Address Line 2:	SUITE 400
Address Line 4:	SALT LAKE CITY, UTAH 84107
ATTORNEY DOCKET NUMBER:	SDA-3065-US
NAME OF SUBMITTER:	PAIGE M. ALSBURY
SIGNATURE:	/Paige Alsbury/
DATE SIGNED:	04/29/2019
Total Attachments: 16	
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ARBEIDSOVEREENKOMST

TUSSEN

Amplidata NV
met maatschappelijke zetel te
Antwerpsesteenweg 19, 9080 Lochristi, België

Rechtsgeïndig vertegenwoordigd door Triple-M-ID BVBA, op haar
beurt vertegenwoordigd door Wouter Van Eetvelde
hierna genoemd "de Vennootschap",

Eenzijds;

EN

REDACTED
Bastiaan Stougie

hierna genoemd "de Werknemer",

Anderzijds;

IS OVEREENGEGEKOMEN HETGEEN VOLGT:

ARTIKEL 1 : Functie en bevoedheden

1.1 Functie

De Werknemer die aanvaardt, wordt aangeworven door de Vennootschap in de hoedanigheid van Principal Software Engineer.

De functies van de Werknemer en zijn specifieke taken worden door de Vennootschap bepaald, rekening houdend met de ontwikkeling van de bedrijfszaken en van de behoeften van de Vennootschap.

Er wordt tussen de partijen uitdrukkelijk overeengekomen dat deze omschrijving slechts indicatief is, zodat de Vennootschap in onderlinge overeenkomst de Werknemer steeds met andere taken kan belasten indien de noodzaak hiertoe zich doet voelen binnen de Vennootschap en voor zover dit overeenstemt met de functies en de genoten opleiding van de Werknemer.

De Werknemer zal volledig en getrouw alle richtlijnen en instructies uitvoeren die hem door de Vennootschap gegeven worden, hier inbegrepen het ondernemen van reizen, zowel in België als in het buitenland, die volgens de Vennootschap noodzakelijkerwijze moeten ondernomen worden in het kader van de behoorlijke uitvoering van zijn taken.

REDACTED

De Werknemer is niet bevoegd om overeenkomsten met de cliënteel te sluiten in naam en voor rekening van de Vernootschap zonder toelating conform de interne procedure.

ARTIKEL 2 : Duur

Onderhavige overeenkomst treedt in werking op maandag 7 juni 2010 en wordt afgesloten voor een onbepaalde duur.

Alle documenten, materiaal en gegevens die de Werknemer in de loop van zijn tewerkstelling ter beschikking gesteld worden door de Vennootschap blijven de uitsluitende eigendom van de Vennootschap en zullen bij het beëindigen van het dienstverband om welke reden dan ook op eerste verzoek moeten worden teruggegeven.

PATENT

REEL: 049025 FRAME: 0974

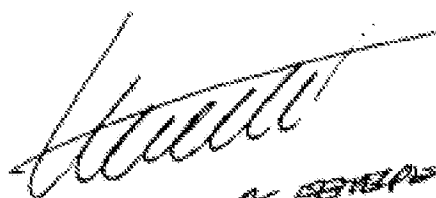
ARTIKEL 11 : Intellectuele eigendomsrechten

Zie Bijlage 1.

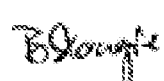
Bij beëindiging van de overeenkomst zal de Werknemer onmiddellijk alle dokumenten, dossiers, briefwisseling, klantenlijsten teruggeven alsook alle andere dokumenten die informatie bevatten en eigendom zijn van de Vennootschap, en/of alle goederen, materiaal of produkten die toebehoren aan de Vennootschap.

Opgemaakt te Lochristi op 28 april 2010; in 2 exemplaren, elke partij verklarend zijn origineel te hebben ontvangen.

Voor de Vennootschap :
Voor akkoord (handgeschreven)


Wouter van der Wal
TRIPLE-A-IP 3/09
Voor akkoord

De Werknemer :
Voor akkoord (handgeschreven)

Voor akkoord


EMPLOYMENT AGREEMENT

BETWE
EN

Amplidata NV
with its registered office at Antwerpsesteenweg
19, 9080 Lochristi, Belgium

Lawfully represented by Triple-M-ID BVBA, in turn represented by
Wouter Van Eetvelde, hereinafter called "the Company",

On the one hand;

Bastiaan Stougie, born on
, hereinafter called "the Employee",

On the other hand;

HAVE AGREED AS FOLLOWS:

ARTICLE 1 : Function and authority

1.1 Function

The Employee who agrees, is hired by the Company as a Principal Software Engineer.

The roles and specific tasks of the Employee are determined by the Company, bearing in mind the development of the business matters and the needs of the Company.

The parties explicitly agree that this description is merely indicative, so that the Company can always assign different tasks to the Employee in mutual agreement if this is felt needed within the Company and where in accordance with the roles of and the education and training completed by the Employee.

The Employee will faithfully and completely follow all guidelines and instructions he is given by the Company, including undertaking journeys, both within Belgium as abroad, that according to the Company must be taken as part of the proper execution of his tasks

The Employee is not authorized to enter into agreements with customers in the name of and on behalf of the Company unless he receives permission according to the internal procedure.

ARTICLE 2 : Duration

This agreement goes into effect on Monday 7 June 2010 and is open-ended.

All documents, materials and data that are made available to the Employee by the Company during his employment, remain the exclusive property of the Company and must be returned to the Company as soon as requested when employment is terminated for any reason.

ARTICLE 11 : Intellectual property rights

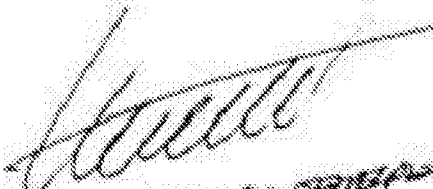
See Appendix 1.

If the agreement is terminated, the Employee will immediately return all documents, dossiers, correspondence, customer lists and all other documents containing information which are the property of the Company and/or all items, materials or products that belong to the Company.

Drawn up in Lochristi on 28 April 2010; in two copies, each party stating they have received their own original.

For the Company:

Voor akkoord (handgeschreven)


Wouter van den
TRING-N-IP 3/10/10
Voor akkoord

The Employee:

For approval (hand written)

For approval

SUPPLEMENTARY DECLARATION AND GUARANTEE

CONSIDERING THAT

The party ("Party") that signs this Supplementary Declaration and Guarantee ("Supplementary Declaration and Guarantee") was and/or is employed by and/or has signed one or more agreements with Amplidata NV and/or with an affiliated company and/or a daughter company of one of them ("Amplidata"), was or is being employed by and/or has signed one or more agreements with another entity ("Third Party") which was and/or is being employed by and/or which has signed one or more agreements with Amplidata, and/or has performed work, services and/or tasks at or for the Third Party in any other way in connection with its agreement with Amplidata, and/or has performed work, services and/or tasks in any other fashion either directly or indirectly at or for Amplidata; and

For the sake of clarity, Amplidata wants to establish certain provisions and/or agreements between the Party and Amplidata in connection with such agreement(s), work, services and/or tasks;

BECAUSE OF THESE REASONS

Considering the mutual promises and agreements as provided in one or more such agreement(s) regarding Amplidata and/or work, services and/or tasks at or for that company and/or other good and assessable consideration of which the receipt, suitability and sufficiency are hereby acknowledged, the Party hereby irrevocably agrees, states and guarantees the following:

1. All intellectual property rights (such as in particular the copyrights, the rights to legal protection of computer programs, the rights to databases, the patent rights, all rights to distinguishing marks) as well as any other rights, such as rights to know-how (hereinafter called "the Intellectual Property rights") in or to all results of development and research, computer programs or simple lines of code, documentation, databases, texts, manuals, reports, schedules, algorithms, analyses, technologies, factory secrets, distinguishing marks, tools, methods, work procedures, inventions, discoveries, improvements, innovations, renewals and in or to any other work that the Party has partially or completely created, designed, developed or produced, alone or in collaboration with others, whether or not with the help of the installations, equipment or devices belonging to Amplidata, during or while performing all the work, the services and/or tasks on demand of or in any other way directly or indirectly at or for Amplidata within the framework of whatever agreement signed by Amplidata and/or any other work or any other services directly or indirectly performed at or for Amplidata (hereinafter separately or collectively referred to as "Work") will remain the exclusive property of and/or will be immediately transferred to Amplidata and this from the very creation thereof.
2. The transfer of the Intellectual Property Rights in or otherwise to the Work includes, without limitation, the transfer of rights relating to all property rights to the Work, including without limitation the right to multiply the work (in an unlimited amount on all carriers), to translate it (in all languages), to adapt it, to edit it (especially for

the creation of derivative works), to erase it, to destroy it, to sell it, to offer it for sale, to import it, to broadcast it, to distribute it, to lend it, to rent it, to show it and to communicate it to the public (using any and all media) and each other form of exploitation of the Work, and this in whole or in part, in any way whatsoever, both in its original form and in an altered form, for all methods of use and exploitation, for any commercial or non-commercial purpose, including without limitation the research, the development and the promotion thereof. The transfer intended above applies to any method and form of exploitation or use, definitively, world wide and in the broadest sense allowed by the applicable positive law, for the full legal duration of the rights concerned, and in exchange for a compensation and/or remuneration received by Party and/or the person referred to herein. Insofar as the following is required under the applicable law, Amplidata will pay Party a compensation for each exploitation of a Work protected by copyright other than a computer program or a database, developed in a form unknown at the date of this agreement, equal to 5 % of the net profit generated from this method of exploitation, on the understanding that the amount of this compensation is limited to an amount equaling 10% of the last monthly gross salary paid to Party by Amplidata or paid by a Third Party to Party for the services or the work Party directly or indirectly performed at or for Amplidata.

3. The carrier(s) that contain Work and all documents which were provided by or to Amplidata are also the exclusive property of Amplidata and are also covered under the compensation and/or remuneration that Party will receive and/or that is referred to herein.
4. The Party has not incorporated any element, figure, representation or likeness in the Work of which it is known to Party that this violates or could violate the rights of any third parties or any legal provisions (e.g. concerning public order or common decency) and will not incorporate any such either.
5. Each Work that concerns software is not a work, did not, does not and will not contain work that is derivative of or is developed with the use of software that is developed by a third party, except where (i) it concerns software in which and whereto Amplidata holds the exclusive rights, titles and interests in and to the Intellectual Property Rights incorporated therein at the moment the software was designed or otherwise developed
or (ii) it concerns software which has received prior approval by Amplidata.
6. The Party undertakes to - subject to any other, conflicting employments or scheduling obligations of the Party - provide Amplidata at its first request and at Amplidata's expense, both during and after the end of employment, with all reasonably required or useful assistance as well as providing it with and/or signing any document which enables or eases or speeds up assigning, maintaining and/or renewing one or more Intellectual Property Rights to the Work or parts thereof to/in the name of Amplidata or to/in the name of one of its affiliated companies.
7. Party undertakes to not perform any actions that would violate Amplidata's rights. Party undertakes not to take out or demand a patent or any other intellectual property right concerning the Work (and not to have this done for them by third

parties), unless Amplidata agrees to this explicitly in writing.

8. Party accepts that for the exercising of moral rights to the Work, like the right to make the Work known or to claim its authorship, Amplidata will act as Party's exclusive representative from the creation of the Work. Party acknowledges that Amplidata (and/or its partners or customers) is the only one who has (will have) the right to determine in which way the Work will be exploited, provided that Work that is not exploited will also remain the exclusive property of Amplidata. Party undertakes not to initiate any actions against Amplidata (and/or its partners or customers) on the basis of their moral rights concerning the integrity of the Work and thus not to resist any alterations or adaptations of the Work, on the condition that this will not damage their honor or reputation. Party allows Amplidata (and/or its partners or customers) to exploit the Work without acknowledging Party's name and to affix any distinguishing mark of its/their choice to the Work.
9. Party shall for a period of no less than ten (10) years keep all information that relates to the Work and that Amplidata has not made public themselves confidential without any reservation and will not reveal it to any third parties.
10. This Supplementary Declaration and Guarantee will be controlled by and interpreted according to the laws controlling the agreement, services or any work as are applicable between Amplidata and Party.

Confidential

11. If a conflict arises with any other agreement or deal, this Supplementary Declaration and Guarantee will replace and supersede any other agreement or deal as regarding the subject thereof. This Supplementary Declaration and Guarantee cannot be altered or adapted by Party other than unless and in agreement with a written agreement with Amplidata.

FOLLOWING THIS, the below parties have had their duly authorized representatives sign this Supplementary Declaration and Guarantee.

Party (fill in name): Bastiaan Stougie

By (signature):

Name: Bastiaan Stougie

(print or type)

Capacity: Employee

Date: April 28, 2010

E-mail: _____

Amplidata

By (signature)

Name: Triple-M-ID BVBA

(print or type) Wouter van Eetvelde

Capacity: Delegated director

Date: 28/4/2010

Address:
8040 [illegible]

E-mail: Wouter@[illegible].org



Supplementary Declaration and Guarantee Amplidata

Reference Translation – may contain inconsistencies