

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5529964

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
SAMSON KIRK-KOFFI	10/10/2014
RECEIVING PARTY DATA	
Name:	AP1 INC.
Street Address:	366 ADELAIDE ST EAST
Internal Address:	SUITE 345
City:	TORONTO
State/Country:	CANADA
Postal Code:	M5A 3X9
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	15878264
CORRESPONDENCE DATA	
Fax Number:	
<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:	816-377-8749
Email:	docket@bjfip.com
Correspondent Name:	BARTA, JONES & FOLEY
Address Line 1:	2805 DALLAS PARKWAY
Address Line 4:	PLANO, TEXAS 75093
ATTORNEY DOCKET NUMBER:	50060.2.CNT
NAME OF SUBMITTER:	HOLLI L. TEMPLETON
SIGNATURE:	/Holli L. Templeton/
DATE SIGNED:	05/18/2019
Total Attachments: 7	
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EMPLOYMENT AGREEMENT

THIS AGREEMENT is made as of the **10th** day of **October 2014**

(Hereinafter referred to as the "effective date")

BETWEEN:

API INC. a Company incorporated under the laws of Canada having its head office at 366 Adelaide St East, Suite 345, Toronto, Ontario M5A 3X9 (Hereinafter referred to as the "Company")

OF THE FIRST PART,

-- and --

SAMSON KIK-KOFFI ("EMPLOYEE") residing at **7 Carlton St. #607 Toronto, ON M5B 2M3**

(Hereinafter referred to as the "Employee")

(Hereinafter referred to as the "Employee")

OF THE SECOND PART.

WHEREAS the Company carries on a business consisting principally of the production, marketing, promotion, distribution and sale of computer software and systems worldwide (the "Business");

AND WHEREAS the Company is desirous of retaining the Employee to provide services in connection with the Business of the Company;

AND WHEREAS the Employee is desirous of providing such services to the Company, on the terms and subject to the conditions herein set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and agreements of the parties contained herein, the sum of one dollar paid by each party hereto to each of the other parties hereto and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

ARTICLE ONE – EMPLOYMENT SERVICES

1.1 Responsibilities. The Company hereby agrees to retain the Employee as an Engineer reporting to the Chief Technology Officer to provide services (the "Services") as mutually agreed upon and described in Schedule A. The Employee hereby agrees to provide such Services to the Company.

REDACTED

Reserved

PATENT

REEL: 049220 FRAME: 0315

REDACTED

ARTICLE TWO -- COVENANTS

REDACTED

ARTICLE THREE -- CONFIDENTIALITY AND NON-COMPETITION

3.1 Confidential Information and Intellectual Property of Company. The Employee covenants and agrees that they shall not disclose to anyone any confidential information with respect to the business or affairs of the Company except as may be necessary or desirable to further the business interests of the Company. This obligation shall survive the expiry or termination of this Agreement.

Any and all inventions and improvements thereon which the Employee may conceive or make during the period of this agreement, relating or in any way appertaining to or connected with any of the matters which have been, are or may become the subject of the Company's investigations, or in which the Company has been, is or may become interested, shall be the sole and exclusive property of the Company, and the Employee will, whenever so requested by the Company, execute any and all applications, assignments and other instruments which the Company shall deem necessary in order to apply for and obtain patents both Canadian and foreign for said inventions or improvements and in order to assign and convey to the Company the sole and exclusive right, title and interest in and to the said inventions or improvements, all expenses in connection therewith to be borne by the Company.

The Employee's obligations to execute the papers referred to in the foregoing paragraph shall continue beyond the termination of the period of this agreement with respect to any and all inventions or improvements conceived or made by the Employee during the period of this agreement, and such obligations shall be binding upon the assigns, executors, administrators or other legal representatives of the Employee.

3.2 *Promotion of Company's Interests.* The Employee shall and will faithfully serve and use their best efforts to promote the interests of the Company, shall not use any information he may acquire with respect to the business and affairs of the Company or its affiliates for their own purposes or for any purposes other than those of the Company or its affiliates.

REDACTED

ARTICLE FOUR -- TERMINATION

REDACTED

4.4 *Return of Property.* Upon expiry or termination of this Agreement the Employee shall return to the Company any property, electronic files, plans, documentation, or confidential information which is the property of the Company.

4.5 *Provisions Which Operate Following Termination:* In the event of any expiration or termination of this Agreement for any reason whatsoever, the provisions of this Agreement that by their nature extend beyond the expiration or termination of this Agreement shall survive and remain in full force and effect until all obligations are satisfied (including but not limited to Articles 3.1, 3.2, 3.4, 4.4, 4.7 and 6.11).

ARTICLE FIVE – CAPACITY

REDACTED

ARTICLE SIX – GENERAL CONTRACT PROVISIONS

REDACTED

6.7 *Assignment.* This Agreement is exclusive to the Company and may not be assigned to a third party by the Employee.

REDACTED

REDACTED

6.10 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

REDACTED


6.16 Transmission by Facsimile. The parties hereto agree that this Agreement may be transmitted by facsimile or PDF and that the reproduction of signatures by facsimile or PDF will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.



IN WITNESS WHEREOF the parties have duly executed this Employment Agreement

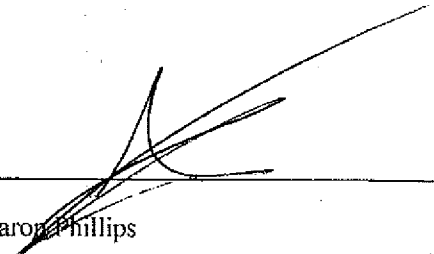
This 10th day of October 2014 in Toronto, Canada.

EMPLOYEE

Per:  (Signature)

NAME: Samson Kirk-Koffi

API INC.

Per:  (Signature)

NAME: Aaron Phillips

Title: CEO

We have authority to bind the Company



Schedule "A"

A. SERVICES

The Employee agrees to provide engineering services to the Company.

B. COMPENSATION

REDACTED

API INC.

Per: 

Name: Aaron Phillips

Title: CEO

I have authority to bind the Company.

EMPLOYEE

Per: 

Name: Semson Kirk-Koffi

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PATENT

RECORDED: 05/18/2019

REEL: 049220 FRAME: 0321