

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT5557445

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
TONY MASTRONARDI	07/25/2018
DAVID BORDELEAU	02/06/2006
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	A LA CARTE MEDIA, INC.
<b>Street Address:</b>	2327 GUENETTE
<b>City:</b>	MONTREAL, Q.C.
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	H4R 2E9
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16432527
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(703)816-4100
<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>	
<b>Phone:</b>	703-816-4000
<b>Email:</b>	vyunker@nixonvan.com,PTOMAIL@nixonvan.com
<b>Correspondent Name:</b>	NIXON & VANDERHYE, PC
<b>Address Line 1:</b>	901 NORTH GLEBE ROAD, 11TH FLOOR
<b>Address Line 4:</b>	ARLINGTON, VIRGINIA 22203
<b>ATTORNEY DOCKET NUMBER:</b>	JSP-6241-20
<b>NAME OF SUBMITTER:</b>	ISHAN P. WEERAKOON
<b>SIGNATURE:</b>	/Ishan P. Weerakoon/
<b>DATE SIGNED:</b>	06/05/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
<b>Total Attachments: 9</b>	
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Attorney Docket Number	JSP-6241-3
Second Named Inventor	MASTRONARDI, Tony

**INVENTOR'S DECLARATION AND ASSIGNMENT FOR UTILITY OR DESIGN PATENT APPLICATION (37 CFR 1.63)  
USING AN APPLICATION DATA SHEET (37 CFR 1.76)**

- ☐ Declaration Submitted With Initial Filing  
**OR**  
☒ Declaration Submitted After Initial Filing (surcharge (37 C.F.R. § 1.16(f)) required)

**SYSTEMS AND METHODS FOR REMOTE COLLECTION OF ELECTRONIC DEVICES FOR VALUE**

(Title of the invention)

As a below named inventor, I hereby declare that:

This declaration is directed to:

- ☐ the attached application, or  
☒ United States Application Number 15/153,137 filed May 12, 2016, or  
☐ PCT International application number filed on

The above-identified application was made or authorized to be made by me.

I believe I am the original inventor or an original joint inventor of a claimed invention in the application.

I hereby acknowledge that any willful false statement made in this declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

WHEREAS, the undersigned (hereinafter ASSIGNOR), has made an invention in the Application identified above.

WHEREAS, **A La Carte Media, Inc.** (hereinafter ASSIGNEE), an entity, having an office and place of business at **2327 Guenette, Montreal, Q.C., H4R 2E9 CANADA**, is desirous of acquiring an interest therein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and/or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the said ASSIGNOR by these presents hereby sells, assigns, and transfers unto the said ASSIGNEE, its successors, assigns, and legal representatives, ASSIGNOR'S entire right, title and interest in the United States of America and all foreign countries, in and to the invention as described in the aforesaid application, and to the said application and to all subsequent applications based thereon including any and all continuations, divisions, reissues, and substitutes of said application, and all resulting patents, together with the right of priority under the International Convention for the Protection of Industrial Property, Inter-American Convention Relating to Patents, Designs and Industrial Models, and any other international agreements to which the United States of America adheres, and the ASSIGNOR hereby authorizes and requests the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE, for its interest as ASSIGNEE, its successors, assigns, and legal representatives. It is understood and agreed that ASSIGNEE'S attorneys Nixon & Vanderhye P.C. have represented only ASSIGNEE and will continue to represent only ASSIGNEE with respect to this invention;

ASSIGNOR hereby agrees to transfer a like interest upon request of said ASSIGNEE, its successors, assigns, and legal representatives, and without further remuneration, in and to any improvements, and applications for patents based thereon, growing out of or related to the said invention;


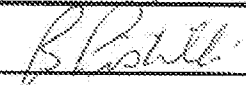
ASSIGNOR hereby agrees to execute any papers by ASSIGNEE, its successors, assigns, and legal representatives, deemed essential to ASSIGNEE'S full protection and title in and to the invention hereby transferred; and

ASSIGNOR hereby agrees, upon request of ASSIGNEE, and without further remuneration, to execute any and all papers desired by ASSIGNEE, for the filing and granting of foreign applications and the perfecting of title thereto in ASSIGNEE.

**AGREED and executed as noted below:**

**LEGAL NAME OF INVENTOR/JOINT INVENTOR:**

(E.g., Given Name (first and middle (if any)) and Family Name or Surname)

Inventor's Signature: 	Date: <u>July 26, 2018</u>
Witnessed by: <u>Blanca Pistilli</u>	
Name: <u>Blanca Pistilli</u>	
Signature of witness: 	Date: <u>July 26, 2018</u>

**THIS EMPLOYMENT AGREEMENT is entered into as of the 6<sup>th</sup> day of February 2006.**

BETWEEN :

**A La Carte Media Inc.,** incorporated under the Canada Business Companies Act and with its head office at 3891 Saint-Denis, Suite 200, Montreal, Province of Quebec, Canada H2W 2M4;

(hereinafter referred to as the «**Company**»)

AND:

**MR. DAVID BORDELEAU, 4585 SAINT-DENIS, SUITE 200, MONTREAL , QUEBEC H2J 2L4**

(hereinafter referred to as the «**Employee**»)

**IT IS AGREED AS FOLLOWS:**

**WHEREAS** the Company wishes to retain the services of Employee to provide the services hereinafter described during the term hereinafter set out;

**NOW THEREFORE THIS AGREEMENT WITNESS** that in consideration of the mutual covenants and agreements here contained and for other good and valuable consideration, the parties agree as follows;

**1. TERM**

1.1. The Company shall employ Employee for an indefinite term, such employment commenced on **February 6<sup>th</sup>, 2006.**

**2. DUTIES**

2.1. The Company hereby confirms having agreed to engage Employee as  
In such capacity, Employee shall perform such duties and exercise such powers pertaining to such role for the Company and its affiliates.

2.2. By his acceptance hereof, Employee agrees to devote substantially all of his working time, attention and skill to the Company and to make every effort necessary to promote the success of the Company's business and perform adequately the duties that are assigned to him.

<i>Company</i> 	<i>Employee</i> 
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### **3. REPORTING PROCEDURES**

3.1. Employee shall report directly to the President.

### **4. REMUNERATION**

4.1. The annual base salary payable to Employee for his services hereunder shall be exclusive of bonuses, benefits and other compensation. The annual base salary payable to Employee pursuant to the provisions of this Section 4 shall be payable in equal bi-weekly installments in accordance with the Company's normal practices less, in any case, any deductions or withholdings required by law.

### **5. BONUS**

5.1. Employee is entitled to an annual bonus. Said bonus shall be payable on an annual basis and within the following guidelines set by the President. The bonus will be based upon a prorated percentage of the Company's profit on a year to year basis.

### **6. VACATION**

6.1. Employee shall be entitled to three (3) weeks of paid vacation per fiscal year of the Company. Should Employee decide not to take all the vacation to which he is entitled in any fiscal year, Employee shall be entitled to take up to one (1) week of such vacation in the next following fiscal year. Upon termination under Section 9, Employee is entitled to payment for a maximum of one (1) week of unused vacation.

### **7. EXPENSES**

7.1. Employee shall be reimbursed for all reasonable travel and other out-of-pocket expenses incurred by Employee from time to time in connection with carrying out his duties hereunder. For all such expenses Employee shall furnish to the Company supporting evidence for expenses in respect of which Employee seeks reimbursement.

7.2. The Company shall provide Employee with adequate support and equipment to perform his duties.

### **8. TERMINATION**

8.1. This agreement may be terminated, except for continuing obligations hereunder as at any such termination, in any of the following eventualities and with the following consequences:

8.1.1. At any time, for Cause, on simple notice from the Company to Employee the whole without any other notice or any pay in lieu of notice or any indemnity

<i>Company</i> 	<i>Employee</i> 
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**PATENT**

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whatsoever from the Company to Employee, and any further claims or recourse by Employee against the Company or its affiliates in respect of such termination.


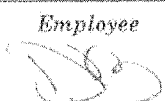
8.2. "**Cause**" shall mean cause for dismissal without either notice or payment in lieu of notice for reasons of fraud, embezzlement, gross negligence, willful and careless disregard or gross dereliction of duty, incapacity or refusal to perform employment functions due to drug use or alcohol addiction, conviction of a felony, serious breach of duty not corrected within thirty (30) days of notice to that effect and discriminatory practices governed by statute.

8.2.1. Upon two weeks notice in writing from Employee to the Company, specifying his intention to resign, in which event the Company shall only be obliged to pay Employee his annual base salary hereunder for such remaining part of the period specified in the notice from Employee, and the Company shall have no further obligations.

8.2.2. Upon written notice from the Company to Employee in the event of termination of his employment without Cause, in which event the Company shall pay Employee an indemnity in lieu of notice of 4% of Employee's base salary at the time of termination, and the Company shall have no further obligations hereunder in the event of such termination. Such indemnity shall be paid to Employee following the effective date of termination, in accordance with normal and then current payroll practices of the Company. Employee shall have no further claims or recourse against the Company or any of its affiliates in respect of such termination.

## 9. CONFIDENTIALITY

9.1. Employee shall not, directly or indirectly, without the specific prior written consent of the Company, at any time after the date hereof, divulge to any business, enterprise, person, firm, company, partnership, association or other entity, or use for Employee's own benefit, (i) any confidential information concerning the businesses, affairs, customers, suppliers or clients of the Company or its affiliates, including, without limitation, any trade secret (process, plan, form, marketing strategy, etc.), all computer programs in any form (diskette, hard disk, tape, printed circuit, etc.), all access codes to computer programs together with any plan, sketch, diagram, card, contract, bid, price list and client list relative to the Company's business, or (ii) any non-public data or statistical information of the Company or its affiliates, whether created or developed by the Company or its affiliates or on their behalf or with respect to which Employee may have knowledge or access (including, without limitation, any of the foregoing created or developed by Employee), it being the intent of the Company and Employee to restrict Employee from disseminating or using any data or information that is at the time of such use or dissemination unpublished and not readily available or generally known to

Company 	Employee 
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persons involved or engaged in businesses of the type engaged in from time to time by the Company (the "Confidential Information"). For purposes of this Employment Agreement, Confidential Information shall not be deemed to include:



- 9.1.1. Information that, at the time of disclosure under this Employment Agreement or during Employee's employment, is in the public domain or that, after disclosure under this Employment Agreement or in connection with Employee's employment, becomes part of the public domain by publication or otherwise through no action or fault of Employee or any other party subject to an obligation of confidentiality;
  - 9.1.2. Information that the Company authorizes Employee to disclose in writing; or
  - 9.1.3. Information that Employee is required to disclose pursuant to a final court order that the Company has had an opportunity to contest prior to any such disclosure.
- 9.2. This undertaking to respect the confidentiality of the Confidential Information and to not make use of or disclose or discuss it to or with any person shall continue to have full effect notwithstanding the termination of Employee's employment with the Company for a period of two (2) years following the date of such termination.

#### **10. NON-SOLICITATION**

- 10.1. Employee agrees that he shall not, during his employment and for a period of twelve (12) months following the termination of his employment, on his own behalf or on behalf of any person, whether directly or indirectly, in any capacity whatsoever, alone, through or in connection with any person, employ, offer employment to or solicit the employment or the engagement of or otherwise entice away from the employment of the Company or its subsidiaries, any individual who is employed by the Company or its subsidiaries at the time of the termination of Employee's employment or who was employed by the Company or its subsidiaries in the six (6) month period preceding the termination of Employee's employment, unless such employee was let go by the Company for other reason than for Cause.

#### **11. NON-COMPETITION**

- 11.1. Employee agrees that during the Employment Term and for a period of six (6) months after Employee ceases to be employed by the Company, Employee shall not, directly or indirectly, for Employee's own account or as an employee, officer, director, partner, joint venture, shareholder, investor, consultant or otherwise engage in any business or enterprise, in the United States of America and Canada,

Company 	Employee 
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that directly or indirectly competes with the business of the Company, as it exists now or in the future during the Employment Term.

## **12. INTELLECTUAL PROPERTY**

12.1. For the purposes of this Agreement, the term «Inventions» means ideas, designs, concepts, techniques, inventions and discoveries, whether or not patentable or protectable by copyright and whether or not reduced to practice, including but not limited to devices, processes, drawings, works of authorship, computer programs, methods and formulas together with any improvement thereon or thereto, derivative works therefrom and know-how related thereto made, developed or conceived by Employee while at the employment of the Company during working hours using the Company's data or facilities and which relates to the Company's areas of business. For purpose of clarity, and until further notice, the Company is not in the business of finding innovative ways to deliver distributed processing.

12.2. Employee shall assign and hereby does assign all Inventions to the Company. Employee shall disclose all Inventions in writing to the Company, shall assist the Company in preparing patent or copyright applications for Inventions, and execute said applications and all other documents required to obtain patents or copyrights for those Inventions and/or to vest title thereto in the Company, at the Company's expense, but for no additional consideration to Employee. In the event that the Company requires assistance under this Section after termination of employment, Employee shall provide such assistance at the cost and expense of the Company.

12.3. During the term of this Agreement or after termination, on request of the Company and at the cost and expense of the Company, Employee shall execute specific assignments in favor of the Company or nominees of any of the Inventions covered by this Section, as well as execute all papers and perform all lawful acts that the Company considers reasonably necessary or advisable for the preparation, prosecution, issuance, procurement and maintenance of patent or copyright applications and patents and copyrights for the Inventions, and for transfer of any interest Employee may have, and shall execute any and all papers and lawful documents required or necessary to vest title in the Company or its nominee in the Inventions.

## **13. ENFORCEABILITY**

13.1. Employee hereby confirms and agrees that the covenants and restrictions pertaining to Employee contained in this agreement, including, without limitation those contained in Sections 9 to 13 hereof, are reasonable and valid.

 Company	 Employee
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- 13.2. Without limiting the remedies available to the Company, Employee hereby expressly acknowledges and agrees that a breach of the covenants contained in Sections 9 to 13 may result in materially irreparable harm to the Company for which there is no adequate remedy at law; that it will not be possible to measure damages for such injuries precisely, and that, in the event of such a breach, the Company shall be entitled to obtain any or all of a temporary restraining order and a preliminary or permanent injunction restraining Employee from engaging in activities prohibited by the provisions of Sections 9 to 13 or such other relief as may be required to enforce specifically any of the covenants of Sections 9 to 13. Such proceedings shall not preclude the Company from claiming for damages that it has suffered.

#### **14. RETURN OF MATERIALS**

- 14.1. All files, forms, brochures, books, materials, written correspondence, memoranda, documents, manuals, computer disks, software products and lists (including lists of customers, suppliers, products and prices) pertaining to the business of the Company or any of its affiliates and associates that may come into the possession or control of Employee shall at all times remain the property of the Company or such subsidiary or associate, as the case may be. On termination of Employee's employment for any reason, Employee agrees to deliver promptly to the Company all such property of the Company in the possession of Employee or directly or indirectly under the control of Employee. Employee agrees not to make for his personal or business use or that of any other party, reproductions or copies of any such property or other property of the Company.

#### **15. GOVERNING LAW**



- 15.1. This agreement shall be governed by and construed in accordance with the laws of the province of Quebec.

#### **16. SEVERABILITY**

- 16.1. If any provision of this agreement, including the breadth or scope of such provision, shall be held by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions, or part thereof, of this agreement and such remaining provisions, or part thereof, shall remain enforceable and binding.

#### **17. NO ASSIGNMENT**

- 17.1. Employee may not assign, pledge or encumber Employee's interest in this agreement nor assign any of the rights or duties of Employee under this agreement without the prior written consent of the Company.

Company	Employee
	

**PATENT**

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## 18. SUCCESSORS

- 18.1. This agreement shall be binding on and inure to the benefit of the successors and assigns of the Company and the heirs, executors, personal legal representatives and permitted assigns of Employee.

## 19. SURVIVAL OF COVENANTS

- 19.1. Insofar as any of the obligations contained in this agreement are capable of surviving termination of this agreement they shall so survive and continue to bind Employee notwithstanding the termination of the agreement for whatsoever reason.

## 20. COMPLETE UNDERSTANDING

- 20.1. Once signed, this agreement replaces all prior written and/or oral agreements between Employee and the Company with regard to Employee's terms of employment with the Company. This agreement may not be changed orally, but only in an agreement in writing signed by both parties.


## 21. LEGAL ADVICE

- 21.1. Employee hereby represents and warrants to the Company and acknowledges and agrees that he had the opportunity to seek and was not prevented nor discouraged by the Company from seeking independent legal advice prior to the execution and delivery of this agreement and that, in the event that he did not avail himself of that opportunity prior to signing this agreement, he did so voluntarily without any undue pressure and agrees that his failure to obtain independent legal advice shall not be used by him as a defense to the enforcement of his obligations under this agreement.

## 22. LANGUAGE

- 22.1. The parties hereto specifically requested that the present agreement be drawn up in English. Les parties aux presentes ont specifiquement requis que cette convention soit redigee en anglais.

*(Signatures on page 8.)*

Company 	Employee 
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IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first above written.

A LA CARTE MEDIA INC.

  
per: Tony Mastronardi, President

EMPLOYEE

  
David Bordeleau