

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

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SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	ALP MANAVBASI	08/06/2014
RECEIVING PARTY DATA		
Name:	METALAST SURFACE TECHNOLOGY, LLC	
Street Address:	2241 PARK PLACE, SUITE B	
City:	MINDEN	
State/Country:	NEVADA	
Postal Code:	89423	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	15453784	
CORRESPONDENCE DATA		
Fax Number:	(801)799-5700	
<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:	8017995800	
Email:	DFABALOS@HOLLANDHART.COM	
Correspondent Name:	HOLLAND & HART C/O SCOTT NIELSON	
Address Line 1:	222 MAIN ST, SUITE 2200	
Address Line 4:	SALT LAKE CITY, UTAH 84101	
ATTORNEY DOCKET NUMBER:	85518.0026	
NAME OF SUBMITTER:	SCOTT NIELSON	
SIGNATURE:	/SCOTT NIELSON/	
DATE SIGNED:	06/05/2019	
Total Attachments: 13		
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**EMPLOYEE INTELLECTUAL PROPERTY AND INVENTIONS ASSIGNMENT
AGREEMENT (INCLUDING NONDISCLOSURE)**

This employee intellectual property and inventions assignment agreement (including nondisclosure) is between ALP MANAVBASI, an individual (the "Employee") and METALAST Surface Technology LLC, a Nevada limited liability company (the "Company")

IN CONSIDERATION of the Employee's continuing employment with the Company, the parties agree as follows:

1. CONFIDENTIAL INFORMATION.

In conjunction with the Employee's employment, the Company may (but is not required to) disclose to the Employee, or the Employee may develop or learn, confidential information. "Confidential Information" means:

- (a) any Company intellectual property, information, or trade secrets (whether or not specifically labeled or identified as confidential), whether provided orally, in writing, or by any other media, that was or will be disclosed to, developed, or learned by the Employee, and that relates to the business, products, services, research, or development of or by the Company or its suppliers, distributors, investors, partners, and other business associates, and that has not become publicly known. Confidential Information includes:
 - (i) internal business information (including information relating to strategy, staffing, business, financial data, training, marketing, promotional and sales plans and practices, costs, bidding activities and strategies, rate and pricing structures, and accounting and business methods);
 - (ii) identities of, negotiations with, individual requirements of, specific contractual arrangements with, and information about the Company's suppliers, distributors, customers, investors, partners, and other business associates, their contact information, and their confidential information;
 - (iii) manufacturing parameters, material specifications, design specifications, design processes, technical drawings, prototypes, testing procedures and technical data, specific program information, trade or industrial practices, engineering practices and methods, techniques, computer programs, formulae, systems, research, records, reports, manuals, documentation, customer and supply lists, data and databases relating to those, and technology and methodology regarding specific projects; and
 - (iv) inventions, whether or not patentable, original works of authorship, trade secrets, know how, other intangible property protectable under federal, state, or foreign law that is not generally available to the public or published by the Company, other information concerning the Company's or its customers' actual or anticipated products or services, business, research, or development, or any information that is received in confidence by or for the Company from any other person, and any other information that was or will

be developed, created, or discovered by or on behalf of the Company, or that became or will become known by, or was or is conveyed to the Company, that has commercial value in the Company's business ("**Intellectual Property**"); and

- (b) all notes, analyses, compilations, studies, summaries, and other material, whether provided orally, in writing, or by any other media, that contain or are based on all or part of the information described in subsection (a) (the "**Derivative Materials**").

2. OBLIGATION TO MAINTAIN CONFIDENTIALITY.

- (a) **Confidentiality.** At all times during his or her employment, the Employee shall hold in strictest confidence, and not use, except for the benefit of the Company, or to disclose to any person, firm, or corporation without the prior written authorization of the President of the Company, any of the Company's Confidential Information.
- (b) **Term.** The Employee shall maintain the confidentiality and security of the Confidential Information until the earlier of: (i) such time as all Confidential Information disclosed under this agreement becomes publicly known and is made generally available through no action or inaction of the Employee or (ii) the third anniversary of the termination of the Employee's employment. However, to the extent that the Company has disclosed information to the Employee that constitutes a trade secret under law, the Employee shall protect that trade secret for as long as the information qualifies as a trade secret.

3. EXCLUSIONS.

The obligations and restrictions of this agreement do not apply to that part of the Confidential Information that the Employee demonstrates:

- (a) was or becomes generally publically available other than as a result of a disclosure by the Employee in violation of this agreement;
- (b) was or becomes available to the Employee on a nonconfidential basis before its disclosure to the Employee by the Company or a Company Representative, but only if:
 - (i) the source of such information is not bound by a confidentiality agreement with the Company or is not otherwise prohibited from transmitting the information to the Employee by a contractual, legal, fiduciary, or other obligation; and
 - (ii) the Employee provides the Company with written notice of such prior possession either (A) before the execution and delivery of this agreement or (B) if the Employee later becomes aware (through disclosure to the Employee) of any aspect of the Confidential Information as to which the Employee had prior possession, promptly on the Employee so becoming aware; or
- (c) is requested or legally compelled (by oral questions, interrogatories,

requests for information or documents, subpoena, civil or criminal investigative demand, or similar process), or is required by a regulatory body, to be disclosed. However, the Employee shall:

- (i) provide the Company with prompt notice of any such request or requirement before disclosure so that the Company may seek an appropriate protective order or other appropriate remedy; and
- (ii) provide reasonable assistance to the Company in obtaining any such protective order.

If a protective order or other remedy is not obtained or the Company grants a waiver under this agreement, then the Employee may furnish that portion (and only that portion) of the Confidential Information that, in the written opinion of counsel reasonably acceptable to the Company, the Employee is legally compelled or otherwise required to disclose. The Employee shall make reasonable efforts to obtain reliable assurance that confidential treatment will be accorded any part of the Confidential Information so disclosed.

4. INVENTIONS.

- (a) **Inventions Retained and Licensed.** Attached as **Exhibit A** to this agreement is a list of all Intellectual Property that the Employee made before his or her employment with the Company (the "**Prior Inventions**") that belong to the Employee, that relate to the Company's proposed business, products, or research and development, and that are *not* assigned to the Company under this agreement. If no such list is attached, the Employee represents that there are no Prior Inventions. If disclosure of any such Prior Invention would cause the Employee to violate a prior confidentiality agreement, the Employee will not list the Prior Invention in **Exhibit A** but will provide a name of the invention, a list of the party or parties it belongs to, and the explanation why full disclosure was not given. A space is provided in **Exhibit A** for this purpose. If in the course of employment with the Company, the Employee incorporates into a Company product, process, or machine a Prior Invention owned by the Employee or in which the Employee has an interest, the Company will be granted and have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use, and sell such Prior Invention as part of or in connection with such product, process, or machine.
- (b) **Assignment of Intellectual Property and Inventions.** The Employee shall disclose promptly in writing to the Company all Intellectual Property that the Employee has authored, made, conceived, or first actually reduced to practice, alone or jointly with others:
 - (i) while the Employee is or was performing duties for the Company;
 - (ii) during the Employee's employment with the Company, if it relates to the Company's areas of business or investigations;
 - (iii) that results from or is suggested by any work that the Employee does for the

Company or at the Company's request; or

- (iv) that was aided by the Employee's use of the Company's equipment, supplies, facilities, or trade secret information, whether or not during working hours.

This Employee-created Intellectual Property is referred to in this agreement as "**Inventions.**"

The Employee acknowledges that any Invention the Employee makes within the scope of and during his or her employment with the Company and that is protectable by copyright is a "work made for hire," as that term is defined in the United States Copyright Act.

In addition, all Intellectual Property and all title, patents, patent rights, copyrights, trade secret rights, and other intellectual property and rights anywhere in the world (collectively, the "**Rights**") connected to those will be the sole property of the Company. The Employee hereby assigns to the Company any Rights he or she may have or acquire in any Intellectual Property.

- (c) **Maintenance of Records.** The Employee shall keep and maintain adequate and current written records of all Inventions the Employee makes (solely or jointly with others) during the term of employment with the Company. The records may be in the form of notes, sketches, drawings, and any other format specified by the Company. The records will be available to and remain the sole property of the Company at all times.
- (d) **Patent and Copyright Registrations.** The Employee shall help the Company or its designee, at the Company's expense, secure the Company's rights in the Inventions and any copyrights, patents, mask work rights, or other intellectual property rights relating to the Inventions in all countries, including by disclosing to the Company all pertinent information and data about any of those, by signing all applications, specifications, oaths, assignments, and all other instruments that the Company may deem necessary to apply for and obtain such rights and to assign and convey to the Company, its successors, assigns, and nominees the exclusive interest in those Inventions, and any copyrights, patents, mask work rights, or other intellectual property rights relating to those. When it is in the Employee's power to do so, his or her obligation to sign or cause to be signed any such instrument or papers will continue after the termination of this agreement. If because of the Employee's mental or physical incapacity or for any other reason the Company is unable to secure a signature to apply for or pursue any application of any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as the Employee's agents and attorneys in fact, to act for and on behalf of the Employee to sign and file those applications and do all other lawfully permitted acts to further the prosecution and issuance of patent or copyright registrations on them with the same legal force and effect as if signed by the Employee.

5. RETURN OF PROPERTY.

On the termination of the Employee's employment with the Company or at the Company's request, the Employee shall promptly (and no later than 7 days after the request):

- (a) return all Confidential Information to the Company; and
- (b) destroy all Derivative Material and within 7 days of this destruction, provide a written certificate to the Company confirming this destruction.

If his or her employment is terminated or the Company so requests, the Employee shall sign and deliver to the Company the certification attached as **Exhibit B**.

6. THIRD-PARTY INFORMATION.

The Employee recognizes that the Company has received and in the future will receive confidential or proprietary information from third parties, subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. During the term of his or her employment and afterwards, the Employee owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation except as necessary in carrying out the Employee's work for the Company (consistent with the Company's agreement with such third party) or to use it for the benefit of anyone other than the Company or such third party (consistent with the Company's agreement with such third party) without the prior written consent of the Company. Any such information will be considered Confidential Information for purposes of this agreement.

7. FORMER EMPLOYER OR THIRD PARTY CONFIDENTIAL INFORMATION.

The Employee understands that it is the Company's policy to maintain the rights of any party with which the Employee has a confidentiality or proprietary rights agreement. During his or her employment with the Company, the Employee may not improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity or bring onto the premises of the Company any unpublished document or proprietary information belonging to that employer, person, or entity unless the employer, person, or entity consents in writing. The Employee has no existing obligations to others that are inconsistent with any of the provisions in this agreement, except for those identified on **Exhibit C**.

8. NOTIFICATIONS.

The Employee hereby authorizes the Company to notify others, including customers of the Company and any future or prospective employers of the Employee, of the terms of this agreement and each party's rights and obligations in it.

9. OWNERSHIP RIGHTS.

The Employee acknowledges that the Confidential Information is and will be the Company's sole property, even if suggestions made by the Employee are incorporated into the Confidential Information. The Employee obtains no rights by license or otherwise in the Confidential

Information under this agreement. The Employee may not use the Confidential Information as a basis on which to develop or have a third party develop a competing or similar undertaking.

10. CHOICE OF LAW; ATTORNEYS' FEES; EQUITABLE RELIEF.

- (a) **Choice of Law.** The laws of the state of Nevada govern this agreement (without giving effect to its conflicts of law principles).
- (b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Douglas County, Nevada.
- (c) **Attorneys' Fees.** If either party employs attorneys to enforce any rights arising out of or relating to this agreement, the losing party shall reimburse the prevailing party for its reasonable attorneys' fees and costs.
- (d) **Equitable Relief.** The Employee's breach of this agreement will cause irreparable harm to the Company and monetary damages may not be a sufficient remedy for an unauthorized disclosure of the Confidential Information. If the Employee discloses the Confidential Information in violation of this agreement, the Company may, without waiving any other rights or remedies and without posting a bond or other security, seek an injunction, specific performance, or other equitable remedy to prevent competition or further disclosure, and may pursue other legal remedies.

11. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by a party or its authorized representative.

12. ASSIGNMENT AND DELEGATION.

- (a) **No Assignment.** The Employee may not assign any of his or her rights under this agreement, except with the prior written consent of the Company, which consent may not be unreasonably withheld. All voluntary assignments of rights are limited by this subsection.
- (b) **No Delegation.** The Employee may not delegate any performance under this agreement, except with the prior written consent of the Company, which consent may not be unreasonably withheld.
- (c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section 12, it is void.

13. COUNTERPARTS; ELECTRONIC SIGNATURES.

- (a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

- (b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

14. SEVERABILITY.

If any provision in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the deletion of those provisions would result in such a material change that would cause completion of the transactions contemplated by this agreement to be unreasonable.

15. NOTICES.

- (a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

- (b) **Addresses.** A party shall address notices under this section 15 to a party at the following addresses:

If to the Company:
Dean Meiling, President
2241 Park Place, Suite B
Minden, NV 89423
(775) 782-2498
dmeiling@metalast.com

If to the Employee:
Name
Mailing Address
City, State Zip Code
Fax Number
Email Address

- (c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

16. WAIVER.

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the

party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

17. ENTIRE AGREEMENT.

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

18. HEADINGS.

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

19. EFFECTIVENESS.

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

20. NECESSARY ACTS; FURTHER ASSURANCES.

The Employee, the Company, and the Company's officers and directors shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

METALAST Surface Technology LLC

Date: 8/11/14

By: Dean Meiling
Name: Dean Meiling
Title: President

Date: 8/6/14

By: A. Manabji
Name: Employee Name

LIST OF PRIOR INVENTIONS AND ORIGINAL WORKS OF AUTHORSHIP

1. Except as listed in section 2 below, the following is a complete list of all Prior Inventions that were made, conceived, or first reduced to practice by the Employee, alone or jointly with others, before his or her employment by the Company:

Title	Date	Identifying Number or Brief Description

I have no inventions or improvements to list.

A.M.
(Initials)

I have attached 2 additional sheets to this Exhibit A.

D.M.

(Initials)

2. Because of an existing confidentiality agreement and the duties of confidentiality that the Employee owes to the parties listed below, the Employee cannot complete the disclosure in Section 1 above with respect to the inventions or improvements listed generally below:

Invention or Improvement	Party Names	Relationship

EXHIBIT A

I have attached 2 additional sheets to this Exhibit A.

DSM

(Initials)

Date: 8/6/14

By: [Signature]

Name: Employee Name


CERTIFICATION

This is to certify that I do not have in my possession, and I have not failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any of these items, belonging to METALAST Surface Technology LLC, its subsidiaries, affiliates, successors, or assigns (the "Company").

I further certify that I have complied with the terms of the employee intellectual property rights and nondisclosure agreement signed by me, including the reporting of any inventions and original works of authorship (as defined in the agreement), conceived or made by me (solely or jointly with others) covered by that agreement.

I further agree that, in compliance with the employee intellectual property rights and nondisclosure agreement, I will preserve as confidential all trade secrets, confidential knowledge, data, or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information, or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants, or licensees.

Date: 8/6/14

By: 
Name: Employee Name

LIST OF PRIOR CONFIDENTIALITY OBLIGATIONS

Date of Agreement or Obligation	Parties' Names	Brief Description

I have no prior confidentiality obligations.

AM
(Initials)

I have attached _____ additional sheets to this Exhibit C.

DJM
(Initials)

Date: 8/6/14

By:

Name: Employee Name

[Signature]