

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5640131

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
GREGORY RASIN	05/02/2005
RECEIVING PARTY DATA	
Name:	ARAS CORPORATION
Street Address:	100 BRICKSTONE SQUARE
Internal Address:	SUITE 100
City:	ANDOVER
State/Country:	MASSACHUSETTS
Postal Code:	01810-1492
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16390985
CORRESPONDENCE DATA	
Fax Number:	(844)670-6009
<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:	5127704200
Email:	mjovel@dickinson-wright.com
Correspondent Name:	DICKINSON WRIGHT PLLC
Address Line 1:	1825 EYE ST., NW
Address Line 2:	SUITE 900
Address Line 4:	WASHINGTON, D.C. 20006
ATTORNEY DOCKET NUMBER:	81617-201
NAME OF SUBMITTER:	STEPHEN A. MASON
SIGNATURE:	/Stephen A. Mason/
DATE SIGNED:	07/29/2019
Total Attachments: 4	
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NON-SOLICITATION, NON-DISCLOSURE AND
INVENTIONS AGREEMENT

THIS AGREEMENT, made as of May 2nd, 200~~4~~⁵ is by and between Aras Corporation, Inc., a Delaware corporation (the "Company"), and Robin Gregory ("Employee").

WITNESSETH THAT:

WHEREAS, the Company is engaged in the business of developing and marketing software products and consulting services that assist its customers in designing, developing and manufacturing hardware products;

WHEREAS, the Company's business depends upon the continued confidentiality and ownership of its proprietary information, including, without limitation, its trade secrets, know-how and technology and the details of its business relationships with customers, suppliers and other third parties and all other non-public information;

WHEREAS, Employee has and will continue to be employed by the Company in a capacity in which Employee has and will continue to become familiar with and contribute to the proprietary and confidential information of the Company;

WHEREAS, the Company is willing to continue Employee's employment only if Employee agrees to be strictly bound by the terms hereof; and

WHEREAS, Employee desires to be employed by the Company and to receive all of the benefits appurtenant to such employment.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and Employee hereby agree as follows:

1. Non-Solicitation. During Employee's employment by the Company and for a period of one (1) year following the termination of Employee's employment with the Company for any or no reason, whether such termination is voluntary or involuntary, with or without cause, Employee will not directly or indirectly, either as principal, agent, employee, consultant, officer, director, stockholder or in any other capacity:

(a) contact or solicit any employee, consultant, independent contractor, or agent of the Company with the intention or effect of encouraging such party to terminate his or her employment, engagement, agency or other relationship, as applicable, with the Company; or

(b) contact or otherwise solicit any customers, prospects, suppliers, licensors or licensees, franchisors or franchisees of the Company with the intention or effect of encouraging such party to terminate or reduce the volume of its business with the Company or to place elsewhere any portion of its business which could be served by the Company.

Employee acknowledges and agrees that strict enforcement of the terms of this Agreement is necessary for the purpose of ensuring the preservation, protection and continuity of the business, trade secrets and goodwill of the Company and that, in furtherance of such purpose, the prohibition against solicitation imposed by this Section 1 is narrow, reasonable and fair. Employee further acknowledges and agrees that, given Employee's experience, knowledge and skills, substantial opportunities for employment outside of the areas restricted by this Agreement are and will remain available to Employee. If any part of this Section 1 is determined by a court of competent jurisdiction to be unreasonable in duration, geographic area, or scope, then this Agreement is intended to and shall extend only for such period of time, in such area and with respect to such activities as are determined to be reasonable.

2. Non-Disclosure.

(a) During the term of Employee's employment by the Company and at any time following the termination of Employee's employment by the Company for any or no reason, whether voluntary or involuntary, with or without cause, Employee will not, without the express prior written consent of the Company, disclose to others, use or publish (other than as may be required by Employee's duties while employed by the Company in the ordinary course of the Company's business) any proprietary, secret or confidential information of the Company ("Company Information"), which for the purposes hereof shall include, without limitation, information designated by the Company as "proprietary," "secret," or "confidential" (or otherwise similarly designated) and all other information which is not generally known to those outside of the Company. The obligations of confidentiality set forth in this Section 2 extend to any confidential information of any third parties contracting with the Company whether or not the Company has undertaken an express obligation of confidentiality with regard to such persons.

(b) Upon the termination of Employee's employment with the Company, Employee agrees that Employee will not take from, but will promptly return to the Company, all documents and other materials that relate to the Company or which belong to the Company.

3. Rights to Intellectual Property.

(a) Any and all inventions, processes, procedures, know-how, systems, discoveries, designs, configurations, technology, works of authorship (including but not limited to computer programs and Web Sites), trade secrets and improvements (whether or not patentable and whether or not they are made, conceived or reduced to practice during working hours or using the Company's data or facilities) (collectively, the "Inventions") which Employee makes, conceives, reduces to practice, or otherwise acquires (either solely or jointly with others) while employed or engaged by the Company in any capacity and which are related to the Company's present or planned business, services or products, shall be the sole property of the Company and shall at all times and for all purposes be regarded as acquired and held by Employee in a fiduciary capacity for the sole benefit of the Company. All Inventions that consist of works of authorship capable of protection under copyright laws shall be prepared by Employee as "works made for hire" with the understanding that the Company shall own all of the exclusive rights to such works of authorship under the United States copyright law and all international copyright conventions and foreign laws. Employee hereby assigns and agrees to assign to the Company, without further compensation, all such Inventions and

any and all patents, copyrights, trademarks, trade names or applications therefor, in the United States and elsewhere, relating thereto. Employee shall promptly disclose to the Company and to no other party all such Inventions and shall assist the Company for its own benefit in obtaining and enforcing patents and copyright registrations on such Inventions in all countries. Upon request during and after the Employee's employment, Employee shall execute all applications, assignments, instruments and papers and perform all acts (such as the giving of testimony in interference proceedings and infringement suits or other litigation) necessary or desired by the Company to enable the Company and its successors, assigns and nominees to secure and enjoy the full benefits and advantages of such Inventions.

(b) In the event the Company is unable, after reasonable effort, to secure Employee's signature on any document or instrument necessary to secure trademarks, letters patent, copyrights or other analogous protection relating to an Invention, whether because of Employee's physical or mental capacity or for any other reason whatsoever, Employee hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Employee's agent and attorney-in-fact, to act for and in Employee's behalf and stead to execute and file any such application or applications and to do all other lawfully permitted acts to further the prosecution and issuance of trademarks, letters patent, copyright or other analogous protection thereon with the same legal force and effect as if executed by Employee.

4. No Conflicting Obligation. Employee hereby represents and warrants to the Company that Employee (i) is not presently under and will not hereafter become subject to any obligation to any person which is inconsistent or in conflict with this Agreement or which would prevent, limit or impair in any way Employee's performance of Employee's obligations hereunder and (ii) has not disclosed and will not disclose to the Company, nor use for the Company's benefit, any confidential information or trade secrets of any prior employer or principal, unless and until such confidential information and trade secrets have become public knowledge without Employee's participation, or unless such disclosure is expressly permitted by any agreement with such prior employer or principal.

5. No Right to Employment. This Agreement neither confers upon Employee any right with respect to the continuation of Employee's employment with the Company, nor interferes in any way with the right of the Company at any time to terminate such employment with or without cause, or to increase or decrease the compensation of the Employee.

6. Governing Law; Jurisdiction. This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed according to the laws of The Commonwealth of Massachusetts, without giving effect to choice or conflict of law provisions. The parties hereby submit to the jurisdiction of the state and federal courts sitting in The Commonwealth of Massachusetts in any action or proceeding arising out of or relating to this Agreement.

7. Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement and the application of such provisions to other persons or circumstances shall not be affected thereby, but rather shall be enforced to the fullest extent permitted by law.

8. Injunctive Relief. Employee hereby expressly acknowledges and agrees that any breach or threatened breach of any of the terms set forth in Sections 1, 2 or 3 of this Agreement may result in significant and irreparable damage to the Company. Therefore, Employee hereby agrees that the Company shall be entitled, in addition to any other remedies available at law, to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of Sections 1, 2 or 3 of this Agreement.

9. Amendments and Waiver. No amendment or alteration of the terms of this Agreement shall be valid or binding unless made in a writing signed by each of the parties to this Agreement specifically referring to this Agreement. No failure or delay in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any other or further exercise thereof.

10. Entire Agreement; Binding Effect. This Agreement contains the entire agreement of the parties hereto with respect to the subject matter hereof and shall be binding upon and inure to the benefit of the Company and any affiliate thereof and Employee and their respective successors and assigns and legal representatives.

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed under seal by its duly authorized representative and Employee has executed this Agreement under seal on the date first above written.

ARAS CORPORATION

By: Michael Mozzer

Its: VP of Finance - Michael Mozzer

[Signature]
Employee