#### 505610800 08/07/2019

# PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT5657602

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
LOLA VARS	09/17/2018

#### **RECEIVING PARTY DATA**

Name:	UCCELLINI LLC
Street Address:	626 NW ARIZONA AVENUE
Internal Address:	SUITE 2
City:	BEND
State/Country:	OREGON
Postal Code:	97701

### **PROPERTY NUMBERS Total: 10**

Property Type	Number
Application Number:	29675567
Application Number:	62868279
Application Number:	62868266
Application Number:	62868331
Application Number:	62868218
Application Number:	62868203
Application Number:	62868247
Application Number:	62868232
Application Number:	62868312
Application Number:	62869008

#### **CORRESPONDENCE DATA**

**Fax Number:** (518)456-7004

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.

**Phone:** 518-456-7084

Email: lcronk@kdiplaw.com

Correspondent Name: KEOHANE & D'ALESSANDRO PLLC
Address Line 1: 1881 WESTERN AVE., SUITE 180

Address Line 4

Address Line 4: ALBANY, NEW YORK 12203

NAME OF SUBMITTER:	MAXINE L. BARASCH	
SIGNATURE:	/Maxine L. Barasch/	
DATE SIGNED:	08/07/2019	
Total Attachments: 11		
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An UCCELLINI Brand

lora@loradicarlo.com

### **EMPLOYMENT AGREEMENT**

This Employment Agreement ('Agreement") dated as of September 17, 2018, is entered into between Uccellini LLC, a Delaware limited liability company ("Company"), and Lola Vars ("Employee").

#### RECITALS

The Company has offered Employee employment as an engineer in product development, design, testing, manufacture and such other duties as may be assigned consistent with Employee's education and training. The parties have agreed that Employee will begin work on September 17, 2018;

Employee will have access to trade secrets of the Company, as that term is defined in ORS 646.461, and other competitively sensitive confidential information. Employee has been informed in a written employment offer received by Employee at least two weeks before the first day of Employee's employment with the Company that she will be required, as a condition of employment, to sign (1) an arbitration agreement, and (2) a noncompetition agreement.

## **AGREEMENT**

In consideration of the agreements outlined above, the parties agree as follows:

#### 1. EMPLOYMENT

## 1.1. Employment.

Beginning September 17, 2018,

#### 1.2. Position.

Employee will serve as an Engineer, working in product development, design, testing, manufacture and such other duties as may be assigned consistent with her education and training.

#### 1.3. Outside Activities.

Employee may not engage in any outside professional, business, or charitable activities that would interfere with her duties under this Agreement unless authorized in writing by the CEO, Director of Engineering or General Counsel of the Company.

#### 2. COMPENSATION

# 2.1. Base Salary.

The Company has agreed to pay Employee a base annual salary of

#### 2.2. Benefits.

Employee will be entitled to receive or participate in the benefits that the Company may make available from time to time to its other employees by Company policy,

# 2.3. Vacation, Holidays and Leave.

Employee shall be entitled to such vacation and leave as reasonably requested and agreed to by the Company. Employee shall be entitled to such holidays as provided by Company policy. Employee will select vacation and leave time in a manner that will not materially interfere with the performance of her duties or adversely affect the operations of the Company, and in accordance with any Company policies regarding vacation and leave.

#### 2.4. Expenses.

The Company will reimburse Employee for reasonable expenses incurred by Employee in performing her services under this Agreement, provided she complies with the Company's policies and procedures for expense reimbursement.

#### 2.5. Employee Handbook.

Employee agrees to abide by the instructions, policies and rules set forth in the Company's Employee Handbook, which may be revised by the Company in its sole discretion.

#### 3. AT WILL EMPLOYMENT

3.1. Employee understands that her employment with the Company is an "at-will" relationship under Oregon law, such that either she or the Company may terminate this employment agreement AT ANY TIME, FOR ANY REASON, OR FOR NO REASON AT ALL. Employee also understands that there are certain "for cause" reasons under which she could be terminated that would have an adverse effect under the Uccellini LLC PREP Agreement, as set forth in that Agreement.

#### 4. INTELLECTUAL PROPERTY RIGHTS

#### 4.1. Creative Work.

"Creative Work" means any work that Employee creates with the scope of her employment by the Company. The Creative Work is a work made for hire to the extent it qualifies for legal protection under applicable law for copyright, trademark or patent purposes.

## 4.2. Assignment.

Employee assigns to the Company her entire interest in any Creative Work, including to all copyrights, patent rights, trade secret rights, trademark rights, and any other intellectual and proprietary rights in the Creative Work.

## 4.3. Moral Rights.

Employee assigns to the Company any moral rights that Employee may have in the Creative Work, and waives any right to assert any moral rights in portion of the Creative Work.

#### 4.4. Perfection.

At the request and expense of the Company, Employee will sign such documents and take such actions that the Company deems reasonably necessary to perfect, protect and evidence the Company's rights in the Creative Work.

# 5. NONCOMPETITION AND NONDISCLOSURE AGREEMENTS

5.1. The Noncompetition Provisions attached as Appendix A, and the Nondisclosure Provisions attached as Appendix B are integral parts of this Agreement.

#### 6. TERMINATION

- 6.1. Either party may terminate this agreement by giving the other seven days written notice. This agreement will terminate automatically upon Employee's death.
- 6.2. In the event the Company wishes to terminate this Agreement for Cause for any reason enumerated in the Uccellini LLC PREP Agreement, the Company will notify Employee in writing with the reasons for such termination.
- 6.3. Upon the termination of this Agreement, the Company will pay Employee any compensation due to her through the date of termination. Employee will not be entitled to any further benefits or compensation from the Company, unless otherwise provided by law.

#### 7. OTHER PROVISIONS

# 7.1. Governing Law.

This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-laws principle that would result in the laws of any other jurisdiction governing this Agreement.

# 7.2. Attorneys' Fees.

If any litigation or arbitration is instituted to interpret, enforce, or rescind this Agreement, including any proceeding brought under the United States Bankruptcy Code, the prevailing party will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs, and expenses, including the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, litigation or other proceedings, including any appeal or action to enforce or collect any award.

## 7.3. **Signatures**.

This Agreement may be signed in counterparts and may be signed by an E-signature and transmitted via electronic means.

The undersigned have executed this Agreement effective September 17, 2018.

**COMPANY:** 

EMPLOYEE:

UCCELLINI LLC,

a Delaware limited liability company

Lora Haddock, CEO

Lola Vars

# APPENDIX A NONCOMPETITION PROVISIONS

### 1. DEFINITIONS

For purposes of these Noncompetition Provisions, the following terms have the following meanings:

"Restricted Period" means the period beginning on the date of this Agreement and ending eighteen (18) months after the termination of Employee's employment relationship with the Company.

"**Restrictions**" means the restrictions set forth in <u>Section 2</u>, and <u>Section 4</u> of these Noncompetition Provisions.

## 2. NONCOMPETITION

# 2.1 Access To Competitive Information.

Employee acknowledges that because of her position as an engineer developing and refining Employer's products, her access to product development discussions, her involvement in discussing and executing employer's product development, marketing, sales and other strategies related to the employer's products, her involvement in the employer's manufacturing processes, and her other duties, responsibilities and obligations as an engineer of the company, she has access to employer's competitively sensitive information, including, but not limited to its trade secrets, intellectual property, proprietary information, and other confidential information of a commercially sensitive nature.

#### 2.2 Protectable Interest.

Employee acknowledges and agrees that Employer has a legitimate and protectable interest in its competitively sensitive information and her disclosure of such information may unfairly and inappropriately assist in competition against Employer. Further, Employee acknowledges that Employer has provided and is expected to provide her with specialized training unique to its business model and that she performs and will be performing services of a

unique and important nature for Employer, such that her performance of such services to a competing business may result in irreparable harm to Employer.

#### 2.3 Restricted Period.

Because Employee has access to competitive information that could cause competitive harm to Employer, Employee agrees that during the Restricted Period, Employee will not directly or indirectly advise, invest in, own, manage, operate, control, be employed by, provide services to, lend money to, guarantee any obligation of, lend Employee's name to, or otherwise assist any person engaged in or planning to be engaged in any business whose products, services, or activities compete or will compete in whole or in part with the Company's products, services, or activities in the World; provided that Employee may own up to 1% of any class of securities of any issuer if the securities are listed on a national or regional securities exchange or have been registered under Section 12(g) of the Securities Exchange Act of 1934.

#### 3. NONSOLICITATION

- 3.1 Employee also agrees during the Restricted Period, Employee will not:
  - (a) solicit any employee of the Company to become an employee or independent contractor of Employee or any other person; or
  - (b) suggest to an employee of the Company that the employee should reduce or terminate the employee's relationship with the Company.
  - (c) solicit any supplier, service provider, customer or other business relation of the Company to become a business relation of Employee;
  - (d) suggest to a business relation of the Company that the business relation should reduce or terminate the business relation's business or relationship with the Company; or
  - (e) disparage the Company or any of its officers, directors, shareholders or employees.

## 4. RESTRICTIONS

#### 4.1 Reasonableness.

Employee acknowledges and agrees that each Restriction is reasonable in scope and that the Restrictions afford a fair protection to the interests of the Company.

## 4.2 Enforceability.

The parties intend that each Restriction be enforceable to the fullest extent permitted by law. If a Restriction is determined to be unenforceable to any extent, the Restriction will automatically be amended to the extent necessary to make it enforceable.

#### 4.3 Breach.

If Employee breaches a Restriction, the Restricted Period for all Restrictions will be extended by the duration of the breach.

# 5. EQUITABLE RELIEF

Employee acknowledges that the remedies available at law for any breach of these Noncompetition Provisions by Employee will, by their nature, be inadequate. Accordingly, the Company may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of these Noncompetition Provisions or to specifically enforce these Noncompetition Provisions, without proving that any monetary damages have been sustained.

# APPENDIX B NONDISCLOSURE PROVISIONS

### 1. DEFINITIONS

For purposes of these Nondisclosure Provisions, the following terms have the following meanings:

"Confidential Information" means all information related to the Company that is received or accessed by Employee, including but not limited to business models, customer and supplier lists, marketing plans, financial and technical information, trade secrets, know-how, ideas, designs, drawings, specifications, techniques, programs, systems, processes, and computer software.

"Representatives" means directors, officers, managers, employees, subcontractors, agents, consultants, advisors, and other authorized representatives.

#### 2. OBLIGATIONS OF EMPLOYEE

## 2.1 Use Restrictions and Nondisclosure Obligations.

- (a) Employee will not use Confidential Information for any purpose without the Company's specific prior written authorization, except Employee may use Confidential Information to perform Employee's duties as an employee of the Company; and
- (b) Employee will not disclose Confidential Information to any person without the Company's specific prior written authorization, except Employee may disclose Confidential Information:
  - (1) on a need-to-know basis, to Representatives of the Company; or
  - (2) in accordance with a judicial or other governmental order, but only if Employee promptly notifies the Company of the order and complies with any applicable protective or similar order.

# 2.2 Notification and Assistance Obligations. Employee will:

- (a) promptly notify the Company of any unauthorized use or disclosure of Confidential Information, or any other breach of these Nondisclosure Provisions; and
- (b) assist the Company in every reasonable way to retrieve any Confidential Information that was used or disclosed by Employee or Employee's Representatives without the Company's specific prior written authorization and to mitigate the harm caused by the unauthorized use or disclosure.
- 2.3 **Exceptions**. Employee will not breach <u>Section 2.1</u> or <u>Section 2.2</u> of these Nondisclosure Provisions by using or disclosing Confidential Information if Employee demonstrates that the information used or disclosed:
  - (a) is generally available to the public other than as a result of a disclosure by Employee;
  - (b) was received by Employee from another person other than a Representative of the Company without any limitations on use or disclosure, but only if Employee had no reason to believe that the other person was prohibited from using or disclosing the information by a contractual or fiduciary obligation; or
  - (c) was independently developed by Employee without using Confidential Information.
- 2.4 **Return of Confidential Information**. Upon the Company's request or the termination of Employee's employment relationship with the Company, Employee will promptly return to the Company all materials furnished by the Company containing Confidential Information, together with all copies and summaries of Confidential Information in the possession or under the control of Employee.

#### 3. NO TRANSFER

These Nondisclosure Provisions do not transfer any ownership rights to any Confidential Information.

# 4. EQUITABLE RELIEF

Employee acknowledges that the remedies available at law for any breach of these Nondisclosure Provisions by Employee will, by their nature, be inadequate. Accordingly, the Company may obtain injunctive relief or other equitable relief to restrain a breach or threatened breach of these Nondisclosure Provisions or to specifically enforce these

Nondisclosure Provisions, without proving that any monetary damages have been sustained.

**RECORDED: 08/07/2019**