

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5697518

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DRAGOSLAV COLICH	09/03/2019
RECEIVING PARTY DATA		
Name:	AUDEZE, LLC	
Street Address:	3412 S. SUSAN ST.	
City:	SANTA ANA	
State/Country:	CALIFORNIA	
Postal Code:	92704	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15838378
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:	9494225325	
Email:	wayne.r.howe@boeing.com	
Correspondent Name:	WAYNE HOWE	
Address Line 1:	4575 GREEN TREE LANE	
Address Line 4:	IRVINE, CALIFORNIA 92612	
ATTORNEY DOCKET NUMBER:	2017-12-06-NP-US-TK1	
NAME OF SUBMITTER:	WAYNE RICHARD HOWE	
SIGNATURE:	/Wayne R Howe/	
DATE SIGNED:	09/03/2019	
Total Attachments: 9		
source=2-pt01595-Recordation-Cover-Form-Completed#page1.tif		
source=3-Assignment-Statement-aia0096-completed#page1.tif		
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PATENT

REEL: 050236 FRAME: 0850

RECORDATION FORM COVER SHEET
PATENTS ONLY

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)

Dragoslav Colich
2319 E. Altura Ave.
Orange, CA 92867

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s):

Execution Date(s) Sept. 3, 2019

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Joint Research Agreement
☐ Government Interest Assignment
☐ Executive Order 9424, Confirmatory License
☐ Other _____

2. Name and address of receiving party(ies)

Name: Audeze, LLC

Internal Address: _____

Street Address: 3412 S. Susan St.

City: Santa Ana

State: CA

Country: USA Zip: 92704

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application or patent number(s):

☐ This document serves as an Oath/Declaration (37 CFR 1.63).

A. Patent Application No.(s)

15/838,378

B. Patent No.(s)

Additional numbers attached? ☐ Yes ☒ No

5. Name and address to whom correspondence concerning document should be mailed:

Name: Wayne R. Howe

Internal Address: _____

Street Address: 4575 Green Tree Ln.

City: Irvine

State: CA Zip: 92612

Phone Number: 949-422-5325

Docket Number: 2017-12-06-NP-US-TK1

Email Address: wayne.r.howe@cox.net

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 1.21(h) & 3.41) \$ 0.00

- ☒ Authorized to be charged to deposit account
☐ Enclosed
☐ None required (government interest not affecting title)

8. Payment Information

Deposit Account Number 602379

Authorized UserName Wayne R Howe

9. Signature:

/Wayne R Howe/

Signature

9/3/2019

Date

Wayne Richard Howe

Name of Person Signing

Total number of pages including cover sheet, attachments, and documents:

9

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O.Box 1450, Alexandria, V.A. 22313-1450

PATENT

REEL: 050236 FRAME: 0851

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

STATEMENT UNDER 37 CFR 3.73(c)Applicant/Patent Owner: Audeze, LLCApplication No./Patent No.: 15/838,378 Filed/Issue Date: Dec. 12, 2017Titled: NON-AXISYMMETRIC AND NON-HORN PHASE PLUGSAudeze, LLC, a Limited Liability Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that, for the patent application/patent identified above, it is (choose **one** of options 1, 2, 3 or 4 below):

1. ☒ The assignee of the entire right, title, and interest.
2. ☐ An assignee of less than the entire right, title, and interest (check applicable box):
- ☐ The extent (by percentage) of its ownership interest is _____%. Additional Statement(s) by the owners holding the balance of the interest must be submitted to account for 100% of the ownership interest.
- ☐ There are unspecified percentages of ownership. The other parties, including inventors, who together own the entire right, title and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

3. ☐ The assignee of an undivided interest in the entirety (a complete assignment from one of the joint inventors was made). The other parties, including inventors, who together own the entire right, title, and interest are:

Additional Statement(s) by the owner(s) holding the balance of the interest must be submitted to account for the entire right, title, and interest.

4. ☐ The recipient, via a court proceeding or the like (e.g., bankruptcy, probate), of an undivided interest in the entirety (a complete transfer of ownership interest was made). The certified document(s) showing the transfer is attached.

The interest identified in option 1, 2 or 3 above (not option 4) is evidenced by either (choose **one** of options A or B below):

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel _____, Frame _____, or for which a copy thereof is attached.
- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:
1. From: _____ To: _____
- The document was recorded in the United States Patent and Trademark Office at
- Reel _____, Frame _____, or for which a copy thereof is attached.
2. From: _____ To: _____
- The document was recorded in the United States Patent and Trademark Office at
- Reel _____, Frame _____, or for which a copy thereof is attached.

[Page 1 of 2]

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. **SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.**

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

PATENT**REEL: 050236 FRAME: 0852**

STATEMENT UNDER 37 CFR 3.73(c)

3. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

4. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

5. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

6. From: _____ To: _____

The document was recorded in the United States Patent and Trademark Office at
 Reel _____, Frame _____, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet(s).

☒ As required by 37 CFR 3.73(c)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

/Wayne R Howe/

9/3/2019

Signature

Date

Wayne Richard Howe

74162

Printed or Typed Name

Title or Registration Number

Privacy Act Statement

The **Privacy Act of 1974 (P.L. 93-579)** requires that you be given certain information in connection with your submission of the attached form related to a patent application or patent. Accordingly, pursuant to the requirements of the Act, please be advised that: (1) the general authority for the collection of this information is 35 U.S.C. 2(b)(2); (2) furnishing of the information solicited is voluntary; and (3) the principal purpose for which the information is used by the U.S. Patent and Trademark Office is to process and/or examine your submission related to a patent application or patent. If you do not furnish the requested information, the U.S. Patent and Trademark Office may not be able to process and/or examine your submission, which may result in termination of proceedings or abandonment of the application or expiration of the patent.

The information provided by you in this form will be subject to the following routine uses:

1. The information on this form will be treated confidentially to the extent allowed under the Freedom of Information Act (5 U.S.C. 552) and the Privacy Act (5 U.S.C. 552a). Records from this system of records may be disclosed to the Department of Justice to determine whether disclosure of these records is required by the Freedom of Information Act.
2. A record from this system of records may be disclosed, as a routine use, in the course of presenting evidence to a court, magistrate, or administrative tribunal, including disclosures to opposing counsel in the course of settlement negotiations.
3. A record in this system of records may be disclosed, as a routine use, to a Member of Congress submitting a request involving an individual, to whom the record pertains, when the individual has requested assistance from the Member with respect to the subject matter of the record.
4. A record in this system of records may be disclosed, as a routine use, to a contractor of the Agency having need for the information in order to perform a contract. Recipients of information shall be required to comply with the requirements of the Privacy Act of 1974, as amended, pursuant to 5 U.S.C. 552a(m).
5. A record related to an International Application filed under the Patent Cooperation Treaty in this system of records may be disclosed, as a routine use, to the International Bureau of the World Intellectual Property Organization, pursuant to the Patent Cooperation Treaty.
6. A record in this system of records may be disclosed, as a routine use, to another federal agency for purposes of National Security review (35 U.S.C. 181) and for review pursuant to the Atomic Energy Act (42 U.S.C. 218(c)).
7. A record from this system of records may be disclosed, as a routine use, to the Administrator, General Services, or his/her designee, during an inspection of records conducted by GSA as part of that agency's responsibility to recommend improvements in records management practices and programs, under authority of 44 U.S.C. 2904 and 2906. Such disclosure shall be made in accordance with the GSA regulations governing inspection of records for this purpose, and any other relevant (*i.e.*, GSA or Commerce) directive. Such disclosure shall not be used to make determinations about individuals.
8. A record from this system of records may be disclosed, as a routine use, to the public after either publication of the application pursuant to 35 U.S.C. 122(b) or issuance of a patent pursuant to 35 U.S.C. 151. Further, a record may be disclosed, subject to the limitations of 37 CFR 1.14, as a routine use, to the public if the record was filed in an application which became abandoned or in which the proceedings were terminated and which application is referenced by either a published application, an application open to public inspection or an issued patent.
9. A record from this system of records may be disclosed, as a routine use, to a Federal, State, or local law enforcement agency, if the USPTO becomes aware of a violation or potential violation of law or regulation.

AUDEZE, LLC
CONFIDENTIAL INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT
("IP Agreement")

As a condition of my, Dragoslav Colich ("**Executive, my, or I**") becoming employed by Audeze, LLC ("**Audeze**"), or any of its current or future subsidiaries, affiliates, successors or assigns (collectively, the "**Company**"), and in consideration of Executive's employment with the Company and Executive's receipt of the compensation now and hereafter paid to Executive by the Company as part of Executive's employment, Executive agrees to the following:

1. **Employment Relationship.** The employment relationship between the Company and Executive, commencing on the execution date of this Agreement and the separate Employment Agreement with the Company, and continuing until such time as the employment or similar relationship with the Company terminates, shall be referred to herein as the "**Relationship**."
2. **Duties.** Executive will perform for the Company such duties as may be designated by the Company from time to time. During the Relationship, Executive will devote his best efforts to the interests of the Company.
3. **At-Will Relationship.** The parties understand and acknowledge that Executive's Relationship between Executive and the Company is and shall continue to be at-will, as modified by the concurrently executed Employment Agreement between the Executive and Company, and as defined under applicable law.

4. **Confidential Information.**

(a) **Company Information.** Executive agrees at all times during the term of the Relationship with the Company and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company and to the extent necessary to perform Executive's obligations to the Company under the Relationship, to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, except as necessary to perform Executive's duties, any Confidential Information of the Company which Executive obtains or creates. Executive further agrees not to make copies of such Confidential Information except as authorized by the Company or necessary to perform Executive's duties. "**Confidential Information**" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers of the Company on whom Executive became acquainted during the Relationship), prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets or other business information disclosed to Executive commencing on the execution date hereof by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment created by Executive during the period of the Relationship, and within the scope of Executive's duties, and subject to the exclusion expressly contained herein. Executive understands that "**Confidential Information**" includes, but is not limited to, information pertaining to any aspects of the Company's business which is either information not known by actual or potential competitors of the Company or other third parties not under confidentiality obligations to the Company, or is otherwise proprietary information of the Company or its customers or suppliers, whether of a technical nature or otherwise. All Contributed Assets are Company's Confidential Information. Executive further understand that Confidential Information does not include any of the foregoing items which has become publicly and widely known and made generally available through no wrongful act of Executive or of others who were under confidentiality obligations as to the item or items involved.

(b) **Prior Obligations.** Executive represents that his performance of all terms of this Agreement as an employee of the Company will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Executive prior or subsequent to the commencement of his Relationship with the Company, and Executive will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Executive will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party, subject to the terms contained herein concerning Reserved Items.

(c) **Third Party Information.** Executive 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. Executive agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out Executive's work for the Company consistent with the Company's agreement with such third party.

5. **Inventions.**

(a) **Assignment of Inventions.** Executive hereby assigns to Audeze, or its designee, all Executive's right, title and interest throughout the world in and to any and all inventions, original works of authorship, developments, concepts, know-how, improvements or trade secrets, whether or not patentable or registrable under copyright or similar laws, which Executive may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, following the execution date of this Agreement and the Employment Agreement and during the period of time in which Executive is employed by the Company, excepting those items set forth Section 5(e) below (the "***Inventions***"). For the avoidance of doubt, the Reserved Items (defined in Section 5(b) below) shall not be considered part of the Inventions. Executive further acknowledges that all Inventions which are made by Executive (solely or jointly with others) within the scope of Executive's work and assignments and during the period of Executive's Relationship with the Company are "**works made for hire**" (to the greatest extent permitted by applicable law) and are compensated by Executive's salary, unless regulated otherwise by the mandatory law of the state of California. Executive understands that Executive shall have no automatic rights to any of the Inventions, and that Executive must obtain a separate license from Company to use any Invention outside the scope of his work with the Company.

(b) **Reserved Items; Acknowledgement of Contributed Assets.**

(1) **Generally.** Executive and the Company acknowledge and agree that this Agreement does not affect the license granted by Company to Executive in that certain Stock Subscription Agreement between Executive and Audeze, Inc. dated August 1, 2009 - with respect to the "***Contributed Assets***" (as defined therein) - and that the each party's rights to the Contributed Assets shall be solely as set forth in that Stock Subscription Agreement. Further, Executive and the Company agree that Executive may have intellectual property, which includes but is not limited to inventions, original works of authorship, developments, improvements and/or trade secrets of Executive that preexist the execution date of this Agreement (or are developed by Executive subsequent to the commencement of the Relationship of this Agreement outside of the scope of his employment, and are outside the scope of Inventions as defined in Section 5(a)) other than the Contributed Assets, (collectively the "***Reserved Items***") remain owned by Executive exclusively, and the Company has no right title or other interest to them except as otherwise contemplated herein. Subject to Section 5(b)(3) below, if the Company, during our Relationship, requires a license to the Reserved Items, then the Company agrees to license those Reserved Items from Executive at such time, at market rates and on a market basis (the "***Royalty Payments***"), together with such other terms as Executive and the Company may mutually agree (a "***Reserved Item License***"). Subject to Section 5(b)(3) below, Company acknowledges and agrees that nothing in this Agreement places on Executive any restrictions to use in any manner the Reserved Items.

(2) **No Current Use of Reserved Items.** Executive hereby represents and warrants that none of the Reserved Items, or any part of them, are currently used in the Company's business, services or products, and that Executive has no reason to believe that the Reserved Items or any part of them would be necessary for the Company's use, to Executive's knowledge, in the Company's business as currently proposed. In the event that, notwithstanding the preceding sentence, any of the Reserved Items, or any part of them, are currently used by the Company in its business, products or services then such Reserved Items shall be deemed part of the Inventions assigned to the Company, and shall be automatically assigned to the Company pursuant to the terms of Section 5(a) hereof (without any action necessary on the part of Company).

(3) **Potential Use of Reserved Items After The Execution Date.**

(A) In the event that Company's products or services created after the execution date of this Agreement would either require or benefit from the use of the Reserved Items, or any of them, then Executive shall be responsible for presenting (in writing) to management of the Company, at the prototype stage of development or earlier, as applicable, the documentation establishing the Reserved Items and their ownership by Executive, and any proposed terms for the Reserved Item License (collectively the "***Proposal***"). Upon receipt of the Proposal, the Company may either negotiate the Reserved Item License including Royalty Payments and/or such other terms as the Company and Executive may mutually agree, or choose not to use such Reserved Items.

(B) For the avoidance of doubt, in the event that the Company chooses not to use the Reserved Items and pay Executive the applicable Royalty Rate to Executive, then the Reserved Items will not be licensed to the Company (except as set forth below), as between Executive and the Company, Executive shall continue to own the Reserved Items and be free to use the Reserved Items, and Executive's use of the Reserved Items in the course of preparing the Proposal (including any prototype in connection with the Proposal) shall not convert the Reserved Items, or any of them, to into items defined above as Inventions.

(C) In the event that the parties enter into a Reserved Item License, then the Company's rights to the applicable Reserved Items shall be solely as set forth in the Reserved Item License.

(D) Nothing in this Agreement shall restrict Executive's ability to market or otherwise use, in any manner, the Reserved Items, subsequent to the timely (not to exceed three (3) months) rejection of the Reserved Items use by the Company.

(E) In the event that Executive fails to comply with the procedure defined as the "Proposal" above, as regards Executive's inclusion into the Company's business, products or services any of the Reserved Items, or any part of them, without asking for a separate commercial license arrangement via a Proposal as contemplated in this Section 5(b)(3), then Executive hereby grants the Company and the Company has a non-exclusive, fully paid-up, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell, distribute and otherwise fully exploit such Reserved Item (and all intellectual property therein and thereto) for any purposes. If Company rejects a Proposal and Executive subsequently includes any Reserved Item into any Company product or service (commercialized or in development), then the foregoing license shall also apply.

(c) **Maintenance of Records.** Executive agrees to keep and maintain adequate and current written records of all Inventions. The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, laboratory notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times. Executive agrees not to remove such records from the Company's place of business except as necessary for furthering the Company's business, and further agrees to maintain at all times a master copy of such records, updated at least monthly, at the Company's place of business. Executive agrees to return all such records (including any copies thereof) to Audeze at the time of termination of Executive's Relationship with the Company as provided for in the Employment Agreement.

(d) **Patent and Copyright Rights in Inventions.** Executive agrees to assist Audeze, or its designee, at its expense (inclusive of any and all attorney fees incurred by Company or reasonably incurred by Executive), in every proper way to secure Audeze's, or its designee's, rights in the Inventions and any copyrights, patents, trademarks, mask work rights, moral rights, or other intellectual property rights relating thereto in any and all countries, including the disclosure to Audeze or its designee of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, recordations, and all other instruments which Audeze or its designee shall deem necessary in order to apply for, obtain, maintain and transfer such rights and in order to assign and convey to Audeze or its designee, and any successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. Executive further agrees that the obligation to execute or cause to be executed, when it is in Executive's duty to do so, any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such intellectual property right to expire in any country of the world, as long as Company covers all expenses relating thereto. If Audeze or its designee is unable because of Executive's mental or physical incapacity or unavailability or for any other reason to secure Executive's signature to apply for or to pursue any application for any United States or foreign patents, copyright, mask works or other registrations covering Inventions or original works of authorship assigned to Audeze or its designee as above, then Executive hereby irrevocably designate and appoint Audeze and its duly authorized officers and agents as Executive's agent and attorney in fact, to act for and in Executive's behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by Executive. Executive hereby waives and irrevocably quitclaims to Audeze or its designee any and all claims, of any nature whatsoever, which Executive now or hereafter has for infringement of any and all proprietary rights assigned to Audeze or such designee.

(e) **Exception to Assignments of Inventions.** The parties understand that the provisions of this Agreement requiring assignment of Inventions to Audeze are superseded, as applicable, by the terms of California Labor Code Section 2870.

6. **Company Property; Returning Company Documents.** Executive acknowledges that he has no expectation of privacy with respect to the Company's telecommunications, networking or information processing systems (including, without limitation, stored company files, e-mail messages and voice messages) and that Executive's activity and any files or messages on or using any of those systems may be monitored at any time without notice. Executive acknowledges that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice. Executive acknowledges that, at the time of termination of Executive's Relationship with the Company, Executive will deliver to the Company (and will not keep in Executive's possession, recreate or deliver to anyone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, materials, flow charts, equipment, other documents or property, or reproductions of any of the aforementioned items developed by Executive pursuant to the terms herein and during the scope of work and duration of the Relationship and thereby belonging to the Company, its successors or assigns.

7. **Notification to Other Parties.** In the event that Executive leaves the employ of the Company, Executive

hereby consents to notification by the Company to Executive's new employer about Executive's rights and obligations under this Agreement. Executive hereby grants consent to notification by the Company to any other parties besides the Company with whom Executive maintains a consulting relationship, including parties with whom such relationship commences after the effective date of this Agreement, about Executive's rights and obligations under this Agreement.

8. **Representations and Covenants.** The Company and Executive agree to execute promptly any proper oath or verify any proper document required to carry out the terms of this Agreement upon the written request to do so. The Company and Executive represent that its performance of all the terms of this Agreement does not and will not breach any agreement such party has entered into, or will enter into with any third party, including without limitation any agreement to keep in confidence proprietary information acquired prior to commencement of the Relationship. Company and Executive agree not to enter into any written or oral agreement that conflicts with the provisions of this Agreement. Company and Executive certifies and acknowledges that such party has carefully read all of the provisions of this Agreement and that such party will fully and faithfully comply with such provisions.

9. **General Provisions.** The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the State of California, venue Orange County, without giving effect to the principles of conflict of laws. This Agreement sets forth the entire agreement and understanding between the Company and Executive relating to the subject matter herein. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties. Any subsequent change or changes in Executive's duties, or obligations will not affect the validity or scope of this Agreement. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. This Agreement will be binding upon Executive's heirs, executors, administrators and other legal representatives, successors and assigns, as well as the Company's successors and assigns, and will be for the benefit of the Company, its successors, and its assigns, as well as for Executive's heirs, executors, administrators and other legal representatives, successors and assigns. The provisions of this Agreement shall survive the termination of the Relationship and the assignment of this Agreement or any right's granted hereunder to either the Company or Executive, to any successor in interest or other assignee. Both Executive and Company acknowledge and agree that a breach of this Agreement may cause irreparable harm, and therefore agree that the non-breaching party will be entitled to seek extraordinary relief in court, including but not limited to temporary restraining orders, preliminary injunctions and permanent injunctions without the necessity of posting a bond or other security and in addition to and without prejudice to any other right and remedies that the non-breaching party may have for a breach of this Agreement.

[Signature page follows]

The parties have executed this Agreement on the respective dates set forth below:

COMPANY:

AUDEZE, LLC

By: 

Name: Alexander Rosson

Title: Chief Executive Office

Date: May 10, 2013 _____

Address: 10725 Ellis Avenue, Unit B
Fountain Valley, CA 92708

EMPLOYEE:

Dragoslav Colich, an Individual:

D. Colich
Signature

Date: 05/15/2013

Address: 8881 SAILPORT DR.

HUNTINGTON BEACH, CA 92646

Signature Page – Invention Assignment

RECORDED: 09/03/2019

PATENT
REEL: 050236 FRAME: 0859