

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5772446

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
TUDOR GIURGICA-TIRON	12/19/2016
RECEIVING PARTY DATA	
Name:	COGNESCENT CORPORATION
Street Address:	1001 6TH AVENUE
Internal Address:	5TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10018
PROPERTY NUMBERS Total: 9	
Property Type	Number
Application Number:	16257922
Application Number:	16258279
Application Number:	16257979
Application Number:	16258442
PCT Number:	US2018063215
PCT Number:	US2019015134
PCT Number:	US2019015174
PCT Number:	US2019015238
PCT Number:	US2019015244
CORRESPONDENCE DATA	
Fax Number:	(617)646-8646
<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:	617-646-8000
Email:	patents_EdR@wolfgreenfield.com
Correspondent Name:	EDWARD J. RUSSAVAGE
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ATTORNEY DOCKET NUMBER:	C1527.10000US00

PATENT

NAME OF SUBMITTER:	ANNA K. OSHIRO
SIGNATURE:	/ANNA K. OSHIRO/
DATE SIGNED:	10/16/2019
Total Attachments: 20 source=C152710000US00-ASI-EJR#page1.tif source=C152710000US00-ASI-EJR#page2.tif source=C152710000US00-ASI-EJR#page3.tif source=C152710000US00-ASI-EJR#page4.tif source=C152710000US00-ASI-EJR#page5.tif source=C152710000US00-ASI-EJR#page6.tif source=C152710000US00-ASI-EJR#page7.tif source=C152710000US00-ASI-EJR#page8.tif source=C152710000US00-ASI-EJR#page9.tif source=C152710000US00-ASI-EJR#page10.tif source=C152710000US00-ASI-EJR#page11.tif source=C152710000US00-ASI-EJR#page12.tif source=C152710000US00-ASI-EJR#page13.tif source=C152710000US00-ASI-EJR#page14.tif source=C152710000US00-ASI-EJR#page15.tif source=C152710000US00-ASI-EJR#page16.tif source=C152710000US00-ASI-EJR#page17.tif source=C152710000US00-ASI-EJR#page18.tif source=C152710000US00-ASI-EJR#page19.tif source=C152710000US00-ASI-EJR#page20.tif	

COGNESCENT CORPORATION

AT-WILL EMPLOYMENT, CONFIDENTIAL INFORMATION, INVENTION ASSIGNMENT AND ARBITRATION AGREEMENT

As a condition of my employment with Cognescent Corporation, its subsidiaries, affiliates, successors or assigns (together, the "Company"), and in consideration of my employment with the Company, receipt of Company Confidential Information (as defined below), and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following provisions of this Cognescent Corporation At-Will Employment, Confidential Information, Invention Assignment, and Arbitration Agreement (this "Agreement"):

1. At-Will Employment

A. *At-Will Employment.* I UNDERSTAND AND ACKNOWLEDGE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR NO SPECIFIED TERM AND CONSTITUTES "AT-WILL" EMPLOYMENT. I ALSO UNDERSTAND THAT ANY REPRESENTATION TO THE CONTRARY IS UNAUTHORIZED AND NOT VALID UNLESS IN WRITING AND SIGNED BY THE PRESIDENT OR CEO OF COGNESCENT CORPORATION. ACCORDINGLY, I ACKNOWLEDGE THAT MY EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME, WITH OR WITHOUT GOOD CAUSE OR FOR ANY OR NO CAUSE, AT MY OPTION OR AT THE OPTION OF THE COMPANY, WITH OR WITHOUT NOTICE. I FURTHER ACKNOWLEDGE THAT THE COMPANY MAY MODIFY JOB TITLES, SALARIES, AND BENEFITS FROM TIME TO TIME AS IT DEEMS NECESSARY.

2. Confidentiality

A. *Definition of Confidential Information.* I understand that "Company Confidential Information" means information (including any and all combinations of individual items of information) that the Company has or will develop, acquire, create, compile, discover or own, that has value in or to the Company's business which is not generally known and which the Company wishes to maintain as confidential. Company Confidential Information includes both information disclosed by the Company to me, and information developed or learned by me during the course of my employment with the Company. Company Confidential Information also includes all information of which the unauthorized disclosure could be detrimental to the interests of the Company, whether or not such information is identified as Company Confidential Information. By example, and without limitation, Company Confidential Information includes any and all non-public information that relates to the actual or anticipated business and/or products, research or development of the Company, or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which I called or with which I may become acquainted during the term of my employment), software, developments, inventions, discoveries, ideas, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information disclosed by the Company either directly or indirectly in writing, orally or by drawings or inspection of premises, parts, equipment, or other Company property. Notwithstanding the foregoing, Company Confidential Information shall not include any such information which I can establish (i) was publicly known or made generally available

prior to the time of disclosure by the Company to me; (ii) becomes publicly known or made generally available after disclosure by the Company to me through no wrongful action or omission by me; or (iii) is in my rightful possession, without confidentiality obligations, at the time of disclosure by the Company as shown by my then-contemporaneous written records; provided that any combination of individual items of information shall not be deemed to be within any of the foregoing exceptions merely because one or more of the individual items are within such exception, unless the combination as a whole is within such exception. I understand that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of their employment, as protected by applicable law.

B. *Nonuse and Nondisclosure.* I agree that during and after my employment with the Company, I will hold in the strictest confidence, and take all reasonable precautions to prevent any unauthorized use or disclosure of Company Confidential Information, and I will not (i) use Company Confidential Information for any purpose whatsoever other than for the benefit of the Company in the course of my employment, or (ii) disclose Company Confidential Information to any third party without the prior written authorization of the President, CEO, or the Board of Directors of the Company. Prior to disclosure when compelled by applicable law; I shall provide prior written notice to the President, CEO, and General Counsel of Cognescent Corporation (as applicable). I agree that I obtain no title to any Company Confidential Information, and that as between the Company and myself, Cognescent Corporation retains all Confidential Information as the sole property of Cognescent Corporation. I understand that my unauthorized use or disclosure of Company Confidential Information during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. I understand that my obligations under this Section 2.B shall continue after termination of my employment.

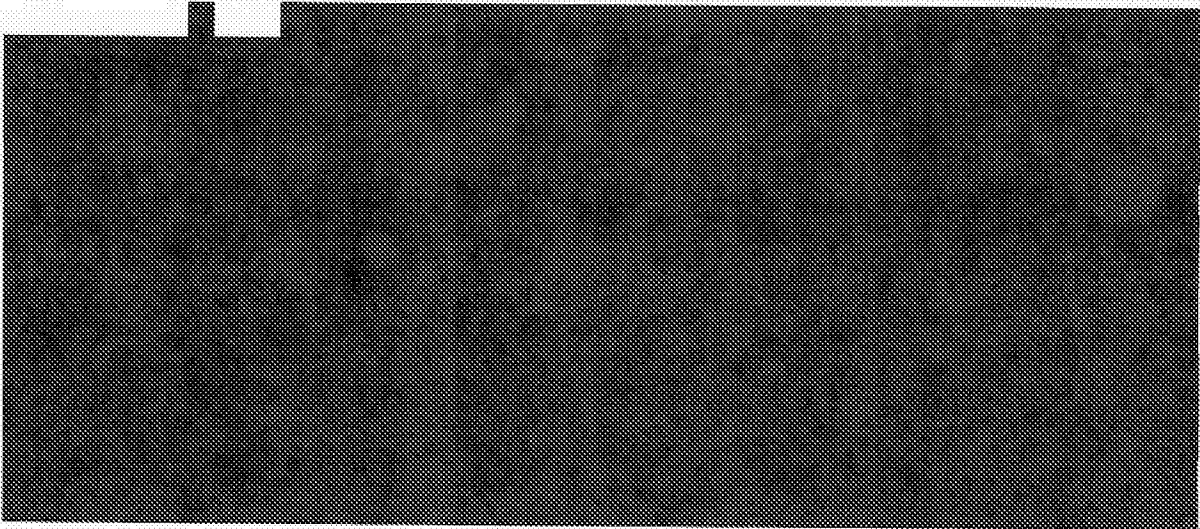
C. *Former Employer Confidential Information.* I agree that during my employment with the Company, I will not improperly use, disclose, or induce the Company to use any proprietary information or trade secrets of any former employer or other person or entity with which I have an obligation to keep in confidence. I further agree that I will not bring onto the Company's premises or transfer onto the Company's technology systems any unpublished document, proprietary information, or trade secrets belonging to any such third party unless disclosure to, and use by, the Company has been consented to in writing by such third party.

D. *Third Party Information.* I recognize that the Company has received and in the future will receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("**Associated Third Parties**"), their confidential or proprietary information ("**Associated Third Party Confidential Information**") subject to a duty on the Company's part to maintain the confidentiality of such Associated Third Party Confidential Information and to use it only for certain limited purposes. By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. I agree at all times during my employment with the Company and thereafter, that I owe the Company and its Associated Third Parties a duty to hold all such Associated Third Party Confidential Information in the strictest confidence, and not to use it or to disclose it to any person, firm, corporation, or other third party except as necessary

in carrying out my work for the Company consistent with the Company's agreement with such Associated Third Parties. I further agree to comply with any and all Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. I understand that my unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during my employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

3. Ownership

A. *Assignment of Inventions.* As between the Company and myself, I agree that all right, title, and interest in and to any and all copyrightable material, notes, records, ideas, drawings, designs, inventions, improvements, developments, discoveries and trade secrets conceived, discovered, authored, invented, developed or reduced to practice by me, solely or in collaboration with others, during the period of time I am in the employ of the Company (including during my off-duty hours), or with the use of the Company's equipment, supplies, facilities, or Company Confidential Information, and any copyrights, patents, trade secrets, mask work rights or other intellectual property rights relating to the foregoing, except as provided in Section 3.G below (collectively, "**Inventions**"), are the sole property of Cognescent Corporation. I also agree to promptly make full written disclosure to Cognescent Corporation of any Inventions, and to deliver and assign and hereby irrevocably assign fully to Cognescent Corporation all of my right, title and interest in and to Inventions. I agree that this assignment includes a present conveyance to Cognescent Corporation of ownership of Inventions that are not yet in existence. I further acknowledge that all original works of authorship that are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and that are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Inventions is within the Company's sole discretion and for the Company's sole benefit, and that no royalty or other consideration will be due to me as a result of the Company's efforts to commercialize or market any such Inventions.



[REDACTED]

[REDACTED]

D. *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate, and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports, or any other format that may be specified by the Company. As between the Company and myself, the records are and will be available to and remain the sole property of Cognescent Corporation at all times.

E. *Further Assurances.* I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments, and all other instruments that the Company shall deem proper or necessary in order to apply for, register, obtain, maintain, defend, and enforce such rights, and in order to deliver, assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title, and interest in and to all Inventions, and testifying in a suit or other proceeding relating to such Inventions. I further agree that my obligations under this Section 3.E shall continue after the termination of this Agreement.

F. *Attorney-in-Fact.* I agree that, if the Company is unable because of my unavailability, mental or physical incapacity, or for any other reason to secure my signature with respect to any Inventions, including, without limitation, for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to Cognescent Corporation in Section 3.A, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney-in-fact, to act for and on my behalf to execute and file any papers and oaths, and to do all other lawfully permitted acts with respect to such Inventions to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by me. This power of attorney shall be deemed coupled with an interest, and shall be irrevocable.

G. *Exception to Assignments.* I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Invention that I have developed entirely on my own time without using the Company's equipment, supplies, facilities, trade secret information or Company Confidential Information (an "Other Invention") except for those Other Inventions that either (i) relate at the time of conception or reduction to practice of such Other Invention

to the Company's business, or actual or anticipated research or development of the Company or (ii) result from or relate to any work that I performed for the Company or to any Company Confidential Information or Inventions. I will not incorporate, or permit to be incorporated, any Other Invention owned by me or in which I have an interest into a Company product, process or service without the Company's prior written consent. Notwithstanding the foregoing sentence, if, in the course of my employment with the Company, I incorporate into a Company product, process, or service an Other Invention owned by me or in which I have an interest, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Other Invention, and to practice any method related thereto.

■ [REDACTED]

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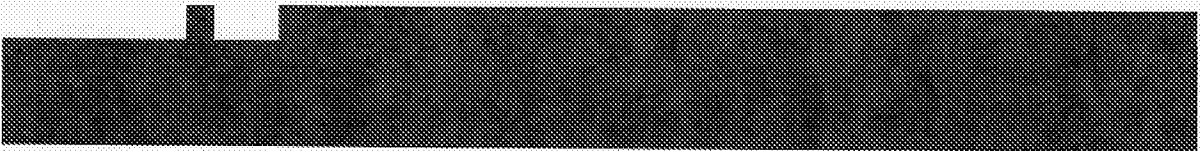
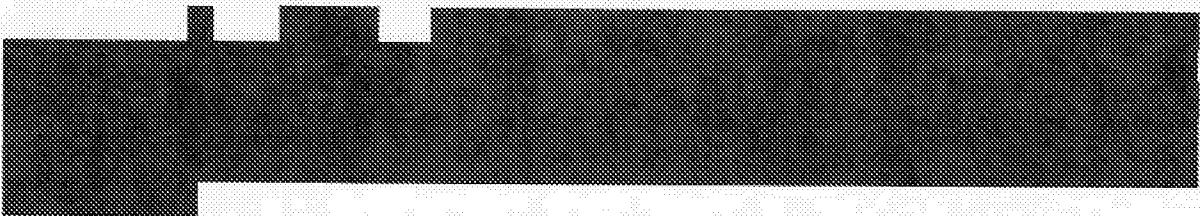
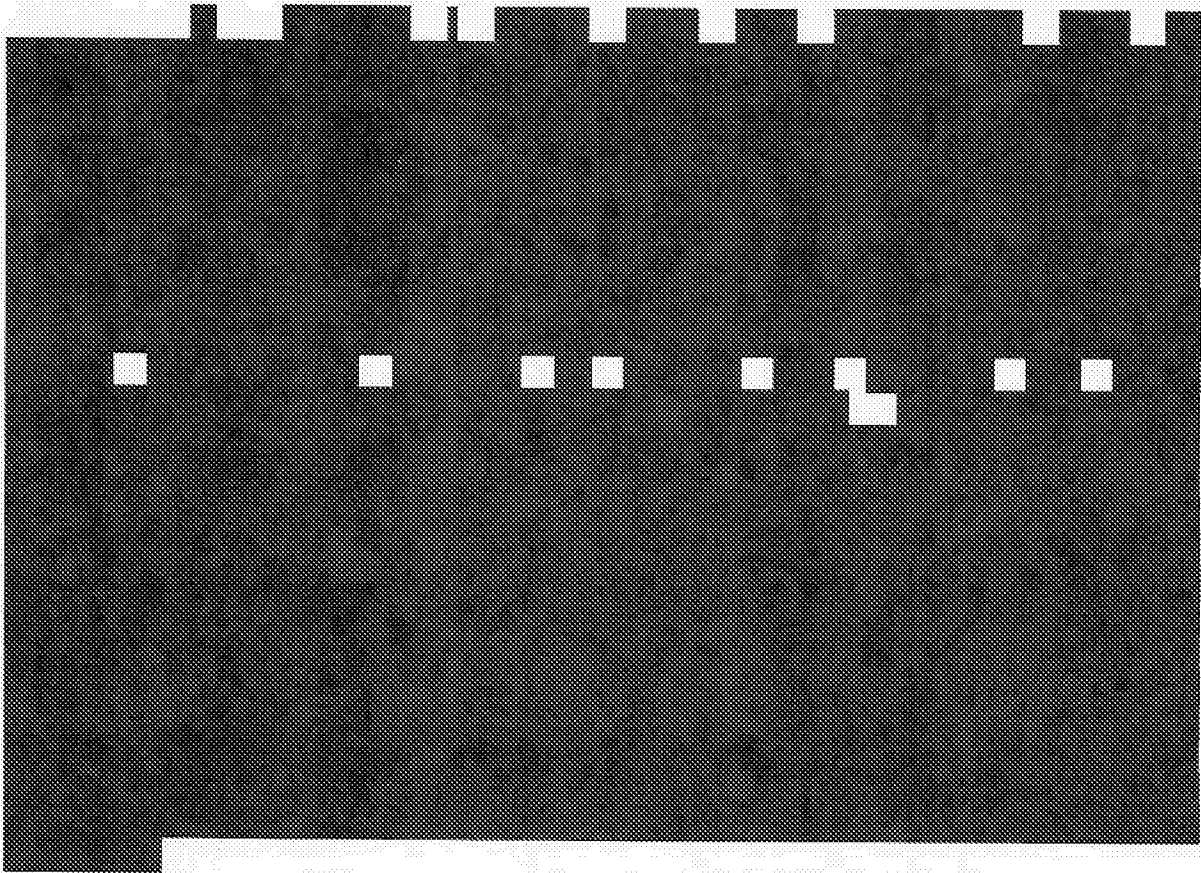
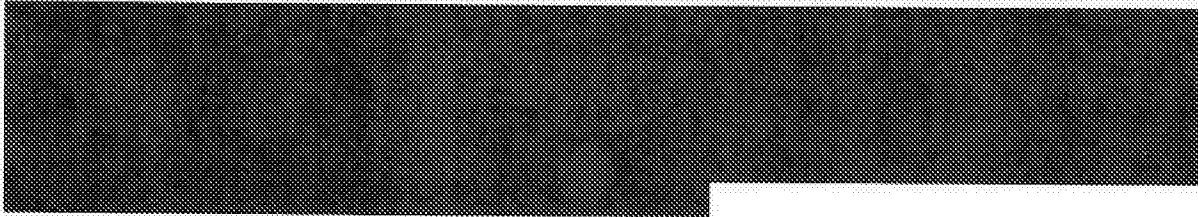
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13. **Miscellaneous**

A. **Governing Law; Consent to Personal Jurisdiction.** This Agreement will be governed by the laws of the State of New York without regard to New York's conflicts of law rules that may result in the application of the laws of any jurisdiction other than New York. To the extent that any lawsuit is permitted under this Agreement, I hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in New York for any lawsuit filed against me by the Company.

B. **Enforcement of Agreement.** Employee shall indemnify the Company from any and all costs, fees, or expenses incurred by the Company (including, but not limited to, attorneys' fees) in successfully enforcing the terms of this Agreement against Employee (including, but not limited to, a court partially or fully granting any application, motion, or petition by the Company for injunctive relief, including, but not limited to, a temporary restraining order, preliminary injunction, or permanent injunction) as a result of Employee's breach or threatened breach of any provision contained herein. The

Company shall be entitled to recover from Employee a portion or all of the costs, fees, or expenses incurred, and from which Employee has indemnified it, at any time during the course of a dispute (i.e., final resolution of such dispute is not a prerequisite) upon written demand to Employee. In the event the Company demands only a portion of such costs, fees, or expenses incurred, such demand shall be without prejudice to further demands for (i) the remainder of any outstanding costs, fees, or expenses incurred, or (ii) costs, fees, or expenses incurred after the prior demand.

C. *Assignability.* This Agreement will be binding upon my heirs, executors, assigns, administrators, and other legal representatives, and will be for the benefit of the Company, its successors, and its assigns. Notwithstanding anything to the contrary herein, Cognescent Corporation may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Cognescent Corporation's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, or otherwise. There are no intended third-party beneficiaries to this Agreement, except as may be expressly otherwise stated.

D. *Entire Agreement.* This Agreement, together with the Exhibits herein and any executed written offer letter between me and the Company, to the extent such materials are not in conflict with this Agreement, sets forth the entire agreement and understanding between the Company and me with respect to the subject matter herein and supersedes all prior written and oral agreements, discussions, or representations between us, including, but not limited to, any representations made during my interview(s) or relocation negotiations. I represent and warrant that I am not relying on any statement or representation not contained in this Agreement. Any subsequent change or changes in my duties, salary, or compensation will not affect the validity or scope of this Agreement.

E. *Headings.* Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

F. *Severability.* If a court or other body of competent jurisdiction finds, or the parties mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

G. *Modification, Waiver.* No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the President or CEO of Cognescent Corporation and me. Waiver by Cognescent Corporation of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

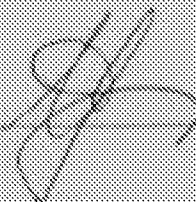
H. *Survivorship.* The rights and obligations of the parties to this Agreement will survive termination of my employment with the Company.

(signature page follows)

Date:

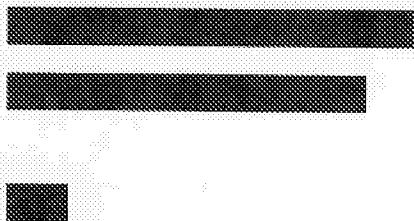
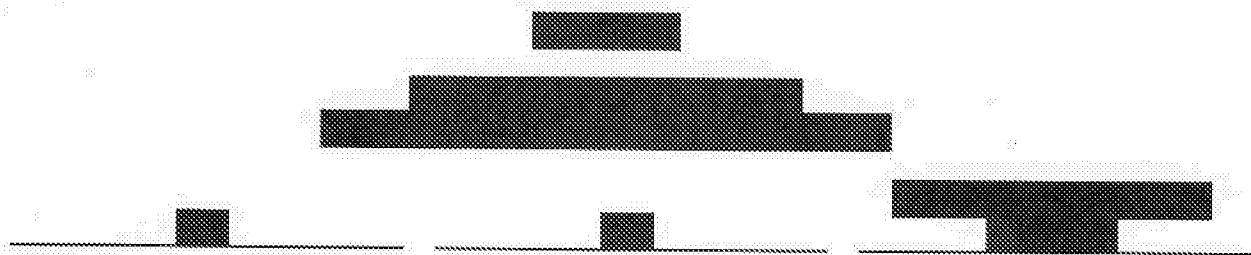
12/19/2016

Signature



Tudor Giurgica-Tiron

Tudor Giurgica-Tiron



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1. The first part of the document is a header section containing the title "THE EFFECTS OF THE 1997-1998 EL NIÑO ON THE RAINFALL AND TEMPERATURE IN THE TROPICAL AMERICA" and the author's name "J. A. MORALES".

2. The second part of the document is a table of contents. It lists the following sections and their corresponding page numbers:

- 1. INTRODUCTION (1)
- 2. MATERIALS AND METHODS (2)
- 3. RESULTS (3)
- 4. DISCUSSION (4)
- 5. CONCLUSIONS (5)
- 6. REFERENCES (6)
- 7. APPENDICES (7)
- 8. INDEX (8)
- 9. SUMMARY (9)
- 10. ACKNOWLEDGMENTS (10)
- 11. BIOGRAPHICAL NOTES (11)
- 12. CURRICULUM VITAE (12)
- 13. RESUME (13)
- 14. RESUMEN (14)
- 15. RESUME (15)
- 16. RESUMEN (16)
- 17. RESUME (17)
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- 20. RESUMEN (20)
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- 94. RESUMEN (94)
- 95. RESUME (95)
- 96. RESUMEN (96)
- 97. RESUME (97)
- 98. RESUMEN (98)
- 99. RESUME (99)
- 100. RESUMEN (100)

3. The third part of the document is a list of references. It includes the following entries:

- 1. MORALES, J. A. (1997). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 32(1), 1-10.
- 2. MORALES, J. A. (1998). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 33(1), 1-10.
- 3. MORALES, J. A. (1999). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 34(1), 1-10.
- 4. MORALES, J. A. (2000). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 35(1), 1-10.
- 5. MORALES, J. A. (2001). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 36(1), 1-10.
- 6. MORALES, J. A. (2002). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 37(1), 1-10.
- 7. MORALES, J. A. (2003). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 38(1), 1-10.
- 8. MORALES, J. A. (2004). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 39(1), 1-10.
- 9. MORALES, J. A. (2005). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 40(1), 1-10.
- 10. MORALES, J. A. (2006). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 41(1), 1-10.
- 11. MORALES, J. A. (2007). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 42(1), 1-10.
- 12. MORALES, J. A. (2008). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 43(1), 1-10.
- 13. MORALES, J. A. (2009). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 44(1), 1-10.
- 14. MORALES, J. A. (2010). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 45(1), 1-10.
- 15. MORALES, J. A. (2011). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 46(1), 1-10.
- 16. MORALES, J. A. (2012). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 47(1), 1-10.
- 17. MORALES, J. A. (2013). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 48(1), 1-10.
- 18. MORALES, J. A. (2014). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 49(1), 1-10.
- 19. MORALES, J. A. (2015). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 50(1), 1-10.
- 20. MORALES, J. A. (2016). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 51(1), 1-10.
- 21. MORALES, J. A. (2017). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 52(1), 1-10.
- 22. MORALES, J. A. (2018). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 53(1), 1-10.
- 23. MORALES, J. A. (2019). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 54(1), 1-10.
- 24. MORALES, J. A. (2020). The effects of the 1997-1998 El Niño on the rainfall and temperature in the tropical America. *Journal of Tropical Meteorology*, 55(1), 1-10.
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