

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT5794233

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MICHAEL PERRY	11/15/2013
RECEIVING PARTY DATA	
Name:	ARIA INNOVATIONS, INC.
Street Address:	421 OLIVE AVENUE
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94306
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	9344819
CORRESPONDENCE DATA	
Fax Number:	(714)546-9035
<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:	7146415100
Email:	patents@rutan.com
Correspondent Name:	RUTAN & TUCKER LLP
Address Line 1:	611 ANTON BOULEVARD, SUITE 1400
Address Line 4:	COSTA MESA, CALIFORNIA 92626
ATTORNEY DOCKET NUMBER:	033517-002CIP2
NAME OF SUBMITTER:	THOMAS S. FERRILL
SIGNATURE:	/Thomas S. Ferrill/
DATE SIGNED:	10/29/2019
This document serves as an Oath/Declaration (37 CFR 1.63).	
Total Attachments: 3	
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source=Aria_MichaelPerry_Employment#page3.tif	



November 14th, 2013

Michael Perry
23281 Partridge Lane
Los Altos, CA 94024

Dear Michael:

Aria Innovations, Inc. and its three Founders, Florent Michel, Raphael Michel, and Daniel Shen, are pleased to offer you a position with Aria Innovations, Inc. (the "**Company**"), as its Vice President of Engineering, reporting directly to the Company's Chief Executive Officer. As a part-time employee, we expect you to provide at least 20 hours of services per week to the Company. If you decide to join us, you will receive a monthly salary of \$7,291 that will be paid semi-monthly in accordance with the Company's normal payroll procedures.

Following the closing of the Company's Series A Qualified Financing (as defined below), you will receive a monthly salary of \$10,416. A "**Series A Qualified Financing**" shall mean a transaction or series of transactions pursuant to which the Company issues and sells shares of its Preferred Stock for aggregate gross proceeds of at least \$5,000,000 (excluding all proceeds from the incurrence of indebtedness that is converted into such Preferred Stock, or otherwise cancelled in consideration for the issuance of such Preferred Stock) with the principal purpose of raising capital. It is also currently anticipated that you will become a full-time employee following the closing of the Company's Series A Qualified Financing but any such change in status will be confirmed in a separate writing to you by the Company at the time of such change.

As an employee, you will also be eligible to receive certain employee benefits. In particular, the Company will reimburse you for your health insurance expenses, until such time as the Company provides a health coverage plan to its employees. The Company will provide you with 3 weeks of half-time paid vacation (equivalent to 60 hours) per year.

You should note that the Company may modify job titles, salaries and benefits from time to time as it deems necessary.

The Company is excited about your joining and looks forward to a beneficial and productive relationship. Nevertheless, you should be aware that your employment with the Company is for no specified period and constitutes at-will employment. As a result, you are free to resign at any time, for any reason or for no reason. Similarly, the Company is free to conclude its employment relationship with you at any time, with or without cause, and with or without notice. We request that, in the event of resignation, you give the Company at least two weeks notice.



The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of your date of hire, or our employment relationship with you may be terminated.

We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity directly related to the business in which the Company is now involved or becomes involved during the term of your employment, nor will you engage in any other activities that conflict with your obligations to the Company. Similarly, you agree not to bring any third party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

As a Company employee, you will be expected to abide by the Company's rules and standards. Specifically, you will be required to sign an acknowledgment that you have read and that you understand the Company's rules of conduct which are included in the Company Handbook, which the Company will soon complete and distribute.

As a condition of your employment, you are also required to sign and comply with an At-Will Employment, Confidential Information, Invention Assignment and Arbitration Agreement which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion, (iv) the arbitration shall provide for adequate discovery, and (v) the Company shall pay all the arbitration fees, except an amount equal to the filing fees you would have paid had you filed a complaint in a court of law. Please note that we must receive your signed Agreement before your first day of employment.

To accept the Company's offer, please sign and date this letter in the space provided below. A duplicate original is enclosed for your records. If you accept our offer, your first day of employment will be November 15th, 2013. This letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited



to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This letter, including, but not limited to, its at-will employment provision, may not be modified or amended except by a written agreement signed by the Chief Executive Officer of the Company and you. This offer of employment will terminate if it is not accepted, signed and returned by November 15th, 2013.

We look forward to your favorable reply and to working with you at Aria Innovations.

Sincerely,

Raphaël Michel
Chief Executive Officer

Agreed to and accepted:

Signature:

Printed Name: MICHAEL D. PERRY

Date: 11/15/2013

Enclosures

Duplicate Original Letter

Employment, Confidential Information, Invention Assignment and Arbitration Agreement