

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5807368

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
DAVID BALABAN	05/15/2018
MARK J. DURST	05/15/2018
NICOLAS FRISBY	05/16/2018
TODD KELLEY	04/17/2018
JOHN SCOTT SKELLENGER	01/20/2017
DOMINIC STEINITZ	09/17/2018
MIKHAIL TOUPIKOV	05/15/2018
RECEIVING PARTY DATA	
Name:	NAVICAN GENOMICS, INC.
Street Address:	4655 EXECUTIVE DRIVE
Internal Address:	SUITE 203
City:	SAN DIEGO
State/Country:	CALIFORNIA
Postal Code:	92121
PROPERTY NUMBERS Total: 3	
Property Type	Number
Application Number:	16297482
Application Number:	16527819
PCT Number:	US1944384
CORRESPONDENCE DATA	
Fax Number:	(206)359-7198
<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:	(206)359-8000
Email:	patentprocurement@perkinscoie.com
Correspondent Name:	PERKINS COIE LLP
Address Line 1:	P.O. BOX 1247
Address Line 2:	PATENT - SEA
Address Line 4:	SEATTLE, WASHINGTON 98111-1247
ATTORNEY DOCKET NUMBER:	136494-8000

PATENT

NAME OF SUBMITTER:	TATJANA MIRKOVIC
SIGNATURE:	/Tatjana Mirkovic/
DATE SIGNED:	11/06/2019

Total Attachments: 55

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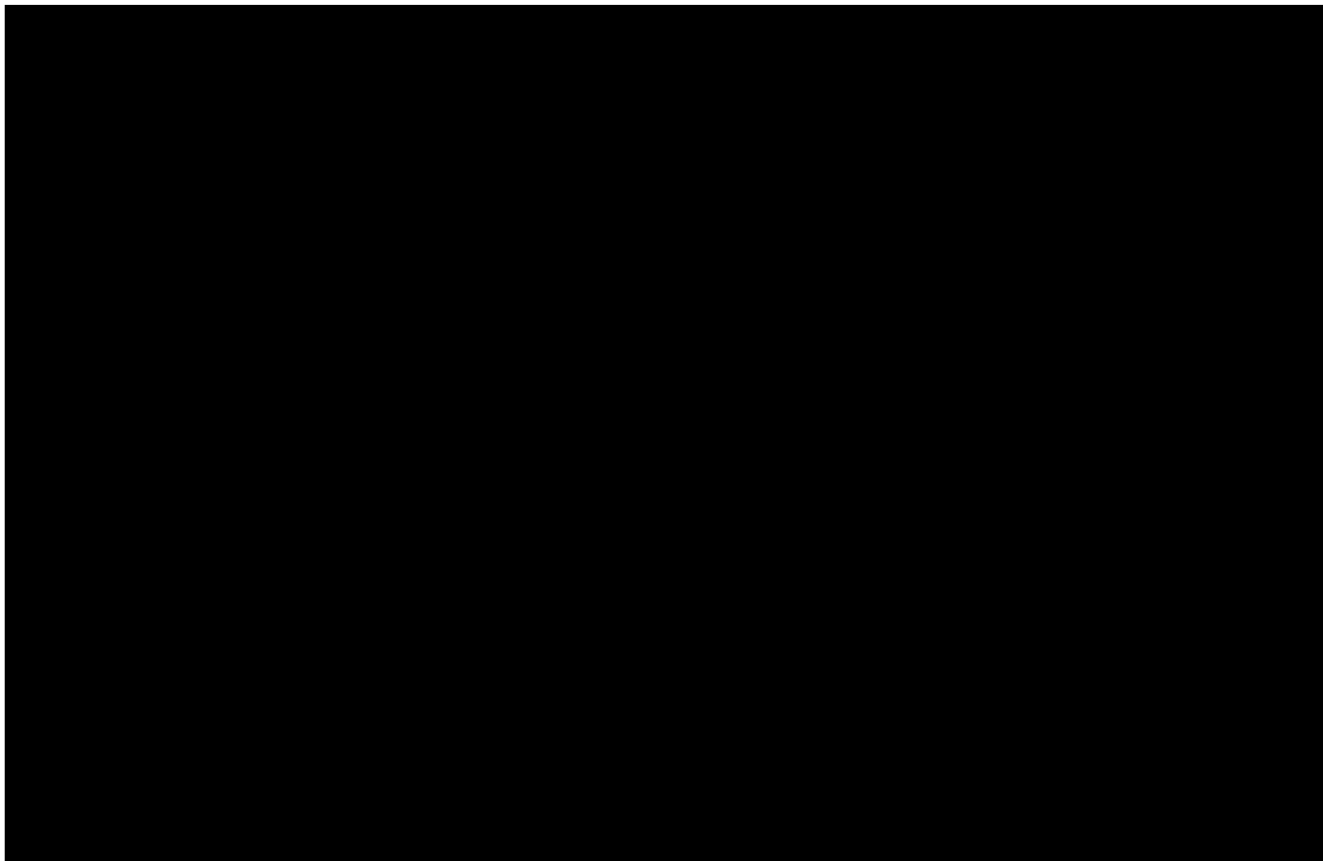
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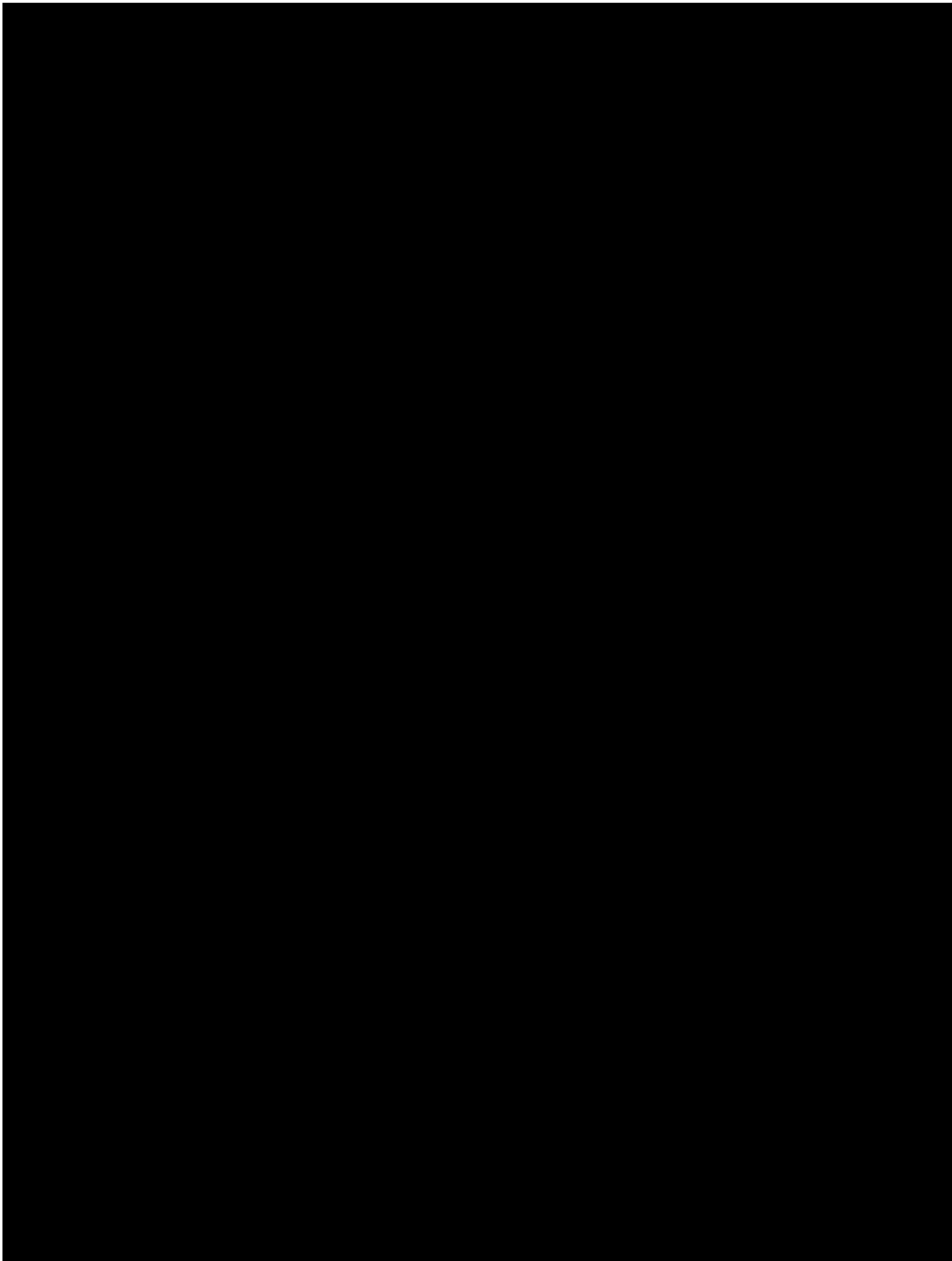
**CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT, NONSOLICITATION AND
NONCOMPETITION AGREEMENT**

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Section 1. Relationship; Duties.

1.1 Relationship. Any employment relationship between the Company and me, whether commenced prior to or upon the date of this Confidential Information, Invention Assignment, Nonsolicitation and Noncompetition Agreement ("Agreement"), shall be referred to herein as the "Relationship." I acknowledge that my employment is strictly at will. Nothing in this Agreement creates an employment contract for a specific term or alters the nature of my at-will employment with the Company. Either the Company or I may terminate the Relationship at any time, for any reason, with or without prior notice. I acknowledge that my Relationship and my duties and obligations set forth in this Agreement include all my activities (a) on or off Company premises, (b) during both working hours and non-working hours, and (c) within or without the scope of work assigned to me unless otherwise expressly permitted in this Agreement or otherwise by law.





Section 4. Inventions.

4.2 Assignment of Inventions. I hereby assign to the Company all my right, title and interest throughout the world in and to any and all inventions, processes, methods, ideas, concepts, data, confidential information, documentation, drawings, illustrations, art work, photographs, logos, original works of authorship, designs, software, code and scripts, materials and technology of all types that I may solely or jointly author, conceive or develop or reduce to practice during the Relationship, which (a) pertain to any business activity of the Company; or (b) are aided by use of time, materials, Confidential Information or facilities of the Company; or (c) relate to any of my work for the Company (collectively referred to as "Inventions"). I hereby assign to the Company all my right, title and interest throughout the world in and to any and all intellectual property rights associated with such Inventions, including, without limitation, patents, patent rights, copyrights, trademark rights and related indications of origin, trade dress rights, artistic and industrial design rights, and trade secret rights ("Intellectual Property Rights"). I will promptly make full written disclosure to the Company of all Inventions and will hold all Inventions in trust for the sole right and benefit of the Company. My assignment to the Company of Inventions and Intellectual Property Rights includes Inventions and Intellectual Property Rights created or arising during my Relationship prior to the date of this Agreement.

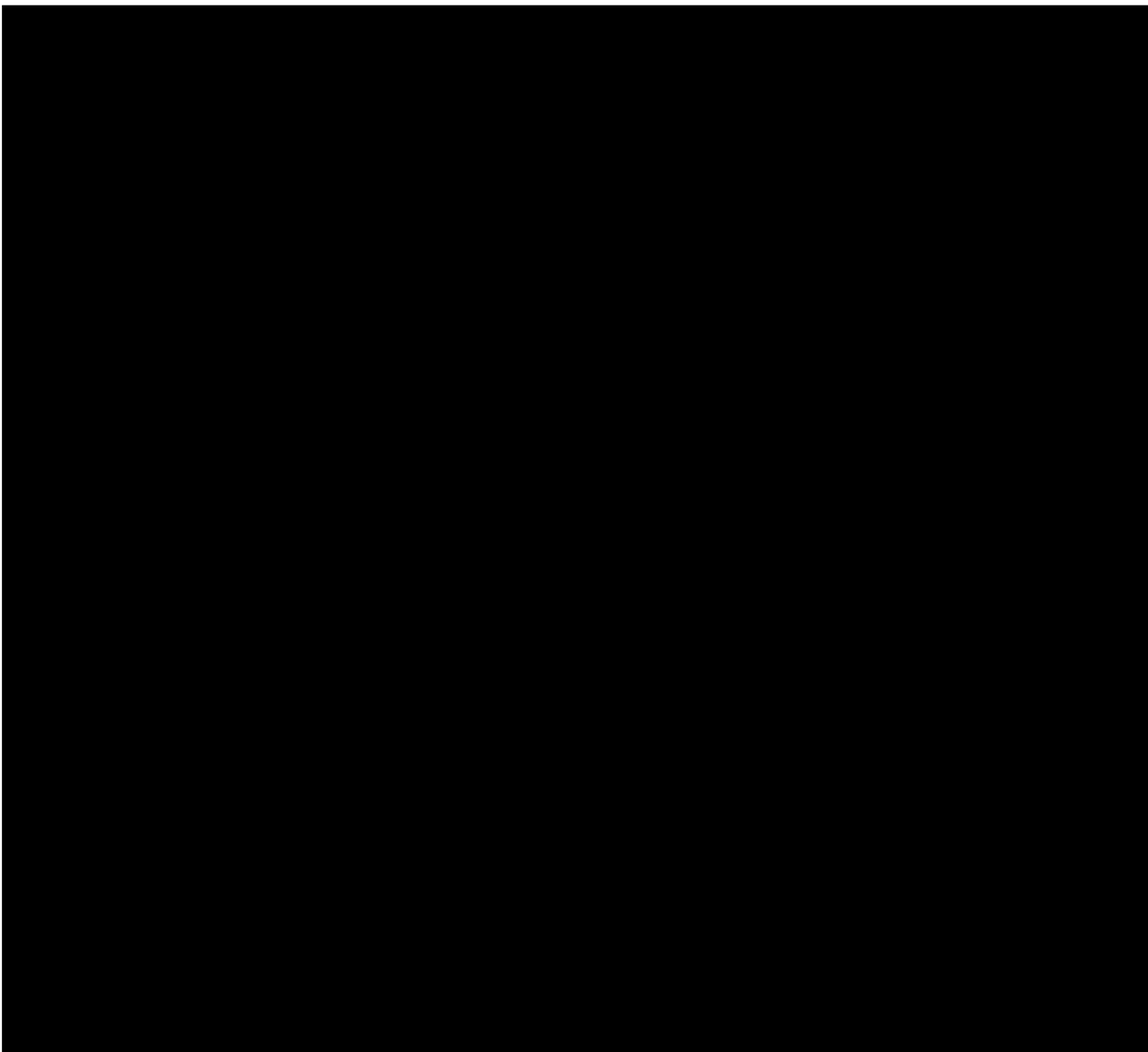
4.3 Restriction on Assignment of Inventions. The foregoing agreement to assign inventions to the Company does not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless those inventions either: (a) relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from the work performed by me for the Company.

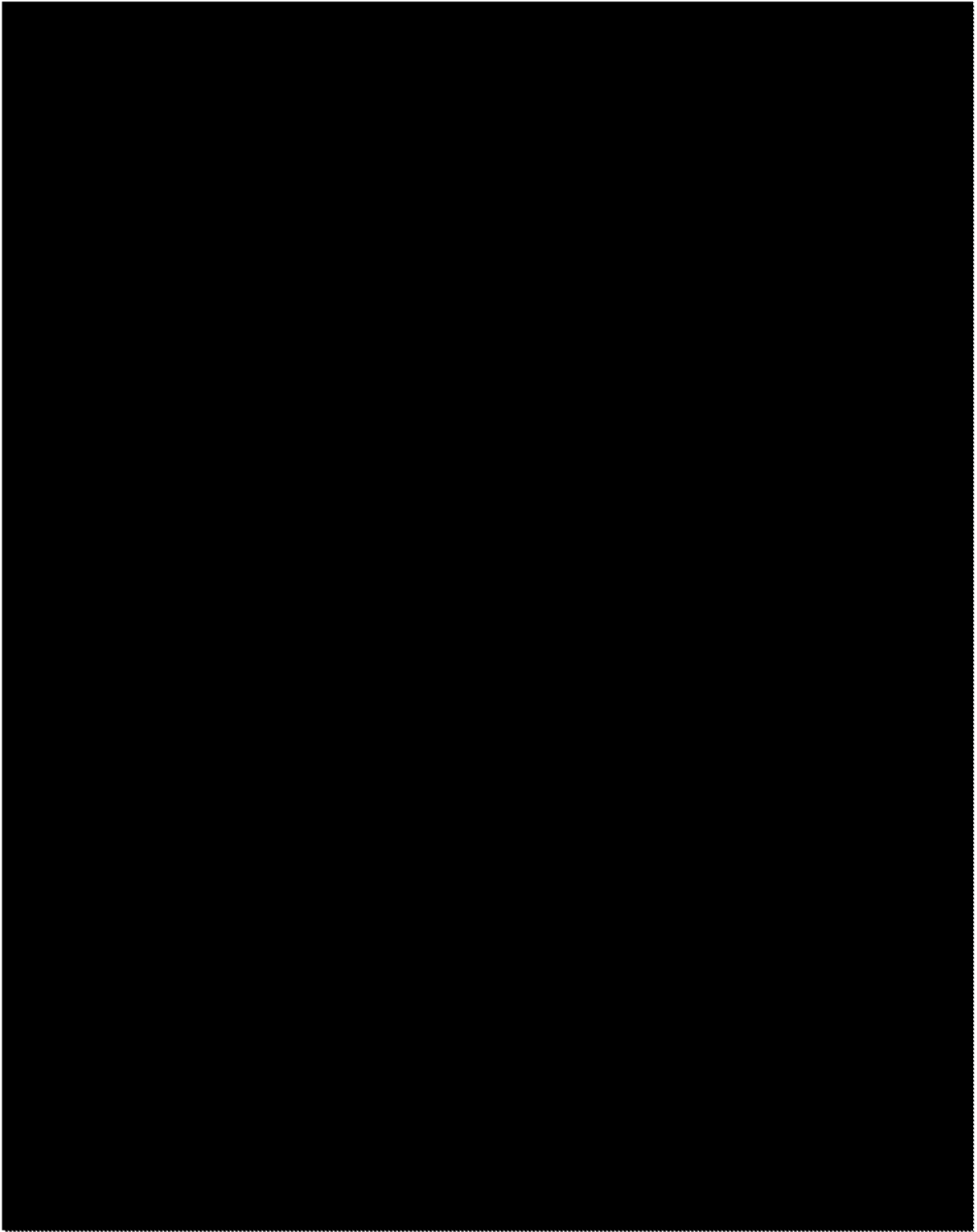
4.4 Further Assurances. I will help the Company secure its rights in the Inventions and Intellectual Property Rights relating thereto in any and all countries. If for any reason the Company cannot secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations, or other registrable Intellectual Property Rights, covering Inventions assigned to the Company, then I hereby irrevocably designate and appoint the Company and its duly authorized officers as my agent and attorney in fact, to act for and in my behalf 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 or copyright registrations with the same legal force and effect as if originally executed by me. If any such Inventions or Intellectual Property Rights cannot be assigned to the Company for any reason, I hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable,

sublicenseable worldwide license to practice such rights. In any case, I hereby irrevocably waive any and all right and ability to assert any such rights against the Company and its affiliates, successors, assigns or licensees.

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All works of authorship that I prepare within the scope of my employment, including but not limited to writings, designs, diagrams, illustrations, photographs, videos and software ("Works"), are works made for hire for the Company. If and to the extent that any Work does not qualify under statute as a work made for hire, I hereby assign to the Company all my worldwide right, title and interest in and to all such Works. I hereby waive any rights and claims I may have in any jurisdiction to any moral rights with respect to any Work. The Company has all the rights of a copyright owner in all Works.





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Company Confidential

4811-6816-9553

PATENT
REEL: 050943 FRAME: 0806

Section 10. Disputes.

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Utah, without regard to conflict of laws principles that would result in the application of any law other than the law of the state of Utah. Any court proceeding arising out of or relating to this Agreement must be brought in a state or federal court in Salt Lake City, Utah. I waive, to the fullest extent permitted by law: (a) any objection to venue and personal jurisdiction for any such proceeding brought in such court, and (b) any claim that any such proceeding brought in such court has been brought in an inconvenient forum. Nevertheless, the Company may bring an action for injunctive relief in any jurisdiction for the purpose of preventing the disclosure, use or transfer of Confidential Information or any Intellectual Property Right. In the event of any suit, action or arbitration to interpret or enforce this Agreement, the prevailing party shall be entitled to such party's attorney fees, costs, and out-of-pocket expenses, at trial and on appeal.

Section 11. General Provisions.

Each provision of this Agreement shall be treated as a separate and independent clause. If any provision or covenant of this Agreement is held to be invalid and unenforceable in whole or in part, the validity or enforceability of any other provision or covenant shall be unaffected. If a court determines that any restriction in this Agreement is unenforceable with respect to scope, time or geographical coverage, such restriction should be modified so as to provide the maximum permissible protection for the Company and its legally protectable interests, and without negating or impairing any other restrictions or agreements set forth herein. This Agreement is the entire agreement between the Company and me regarding the subject matter of this Agreement, and supersedes all prior oral and written agreements, commitments and understandings regarding the same. No modification of or amendment to this Agreement shall be effective unless it is in writing, expressly refers to this Agreement, and is signed by both parties. No provision of this Agreement may be waived, except in a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in requiring performance or satisfaction of any provision of this Agreement, and no course of dealing between the parties, shall constitute a waiver or estoppel of any provision hereunder. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, and its successors, assigns and parties in interest as set forth below.

[signatures follow on next page]

I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF
INDEPENDENT LEGAL COUNSEL REGARDING THIS AGREEMENT.
I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS
AGREEMENT.


David J. Balaban
(Employee's Signature)

DAVID BALABAN
(Print/Type Name)

Date: May 15, 2018

Address: 10457 SUMMER VIEW CIRCLE
SANTA ROSA VALLEY, CALIF
93012

Accepted by the Company:

By: 

Name: LUKAS PIETER

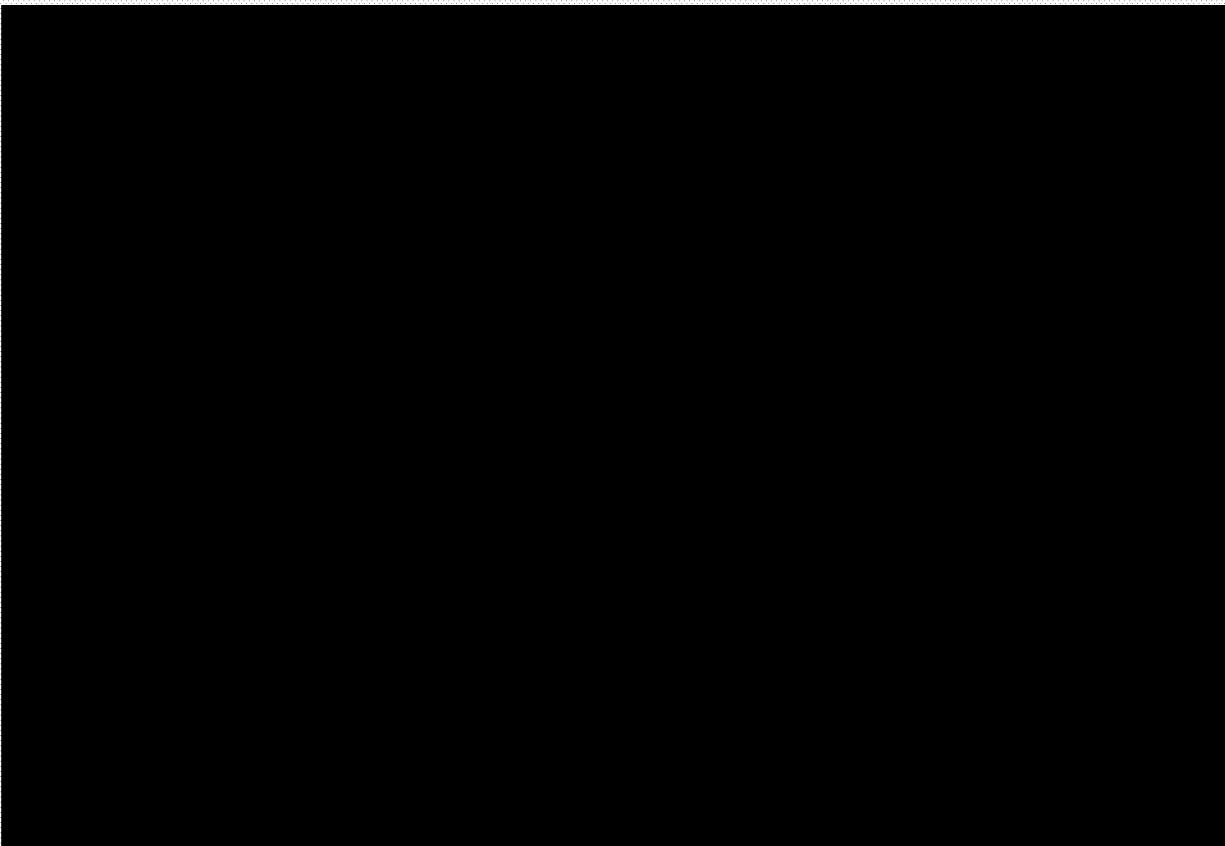
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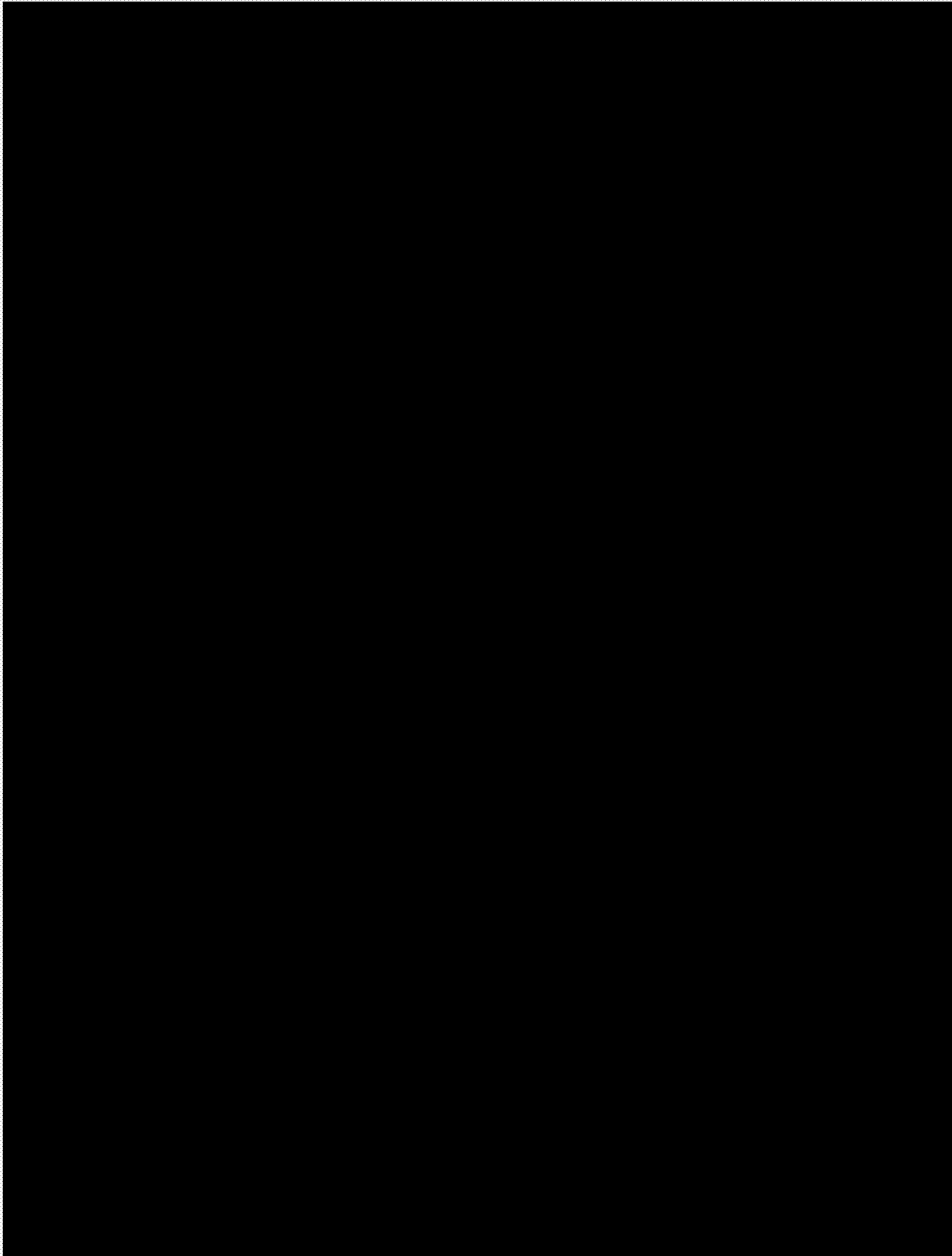
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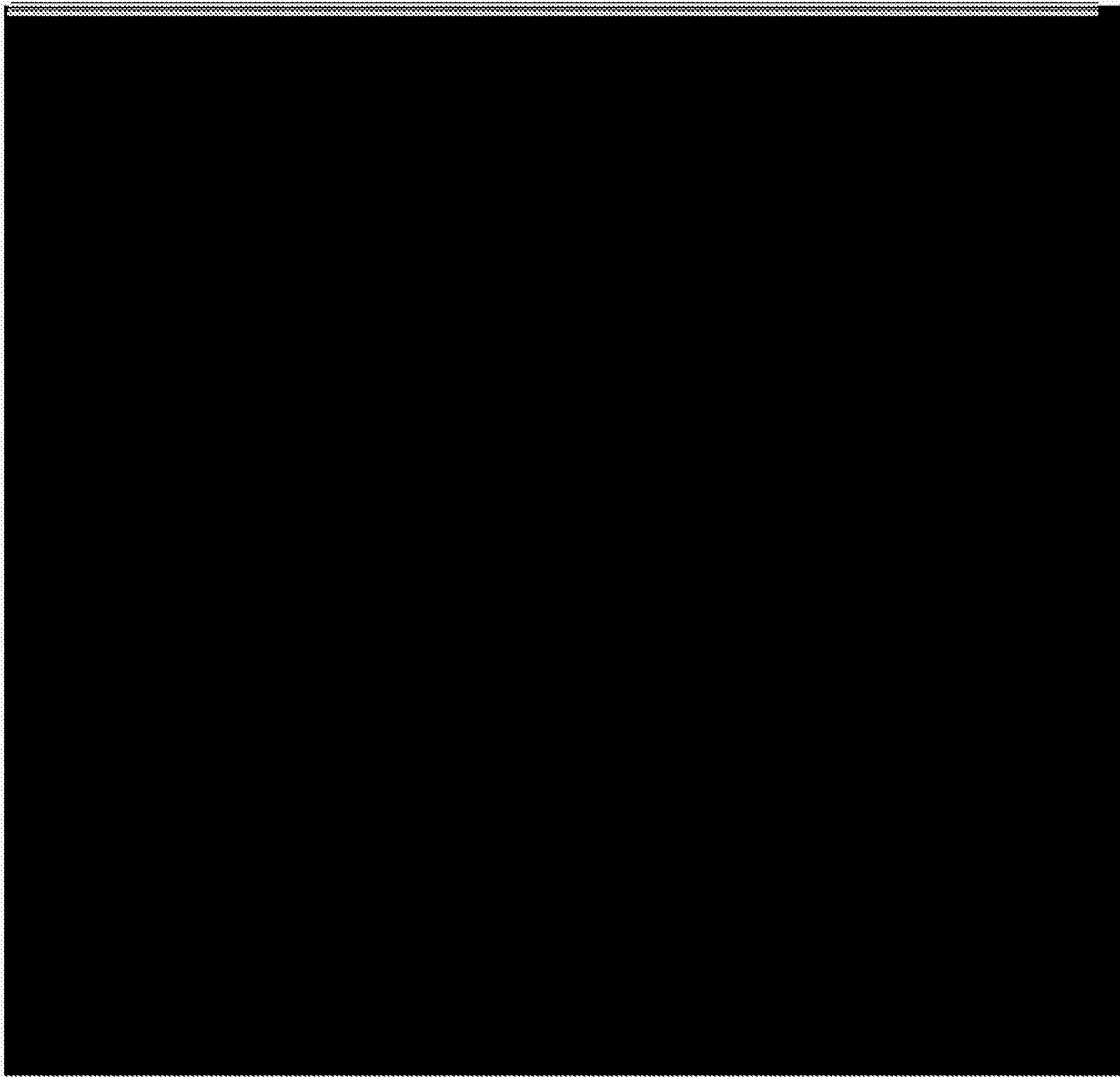
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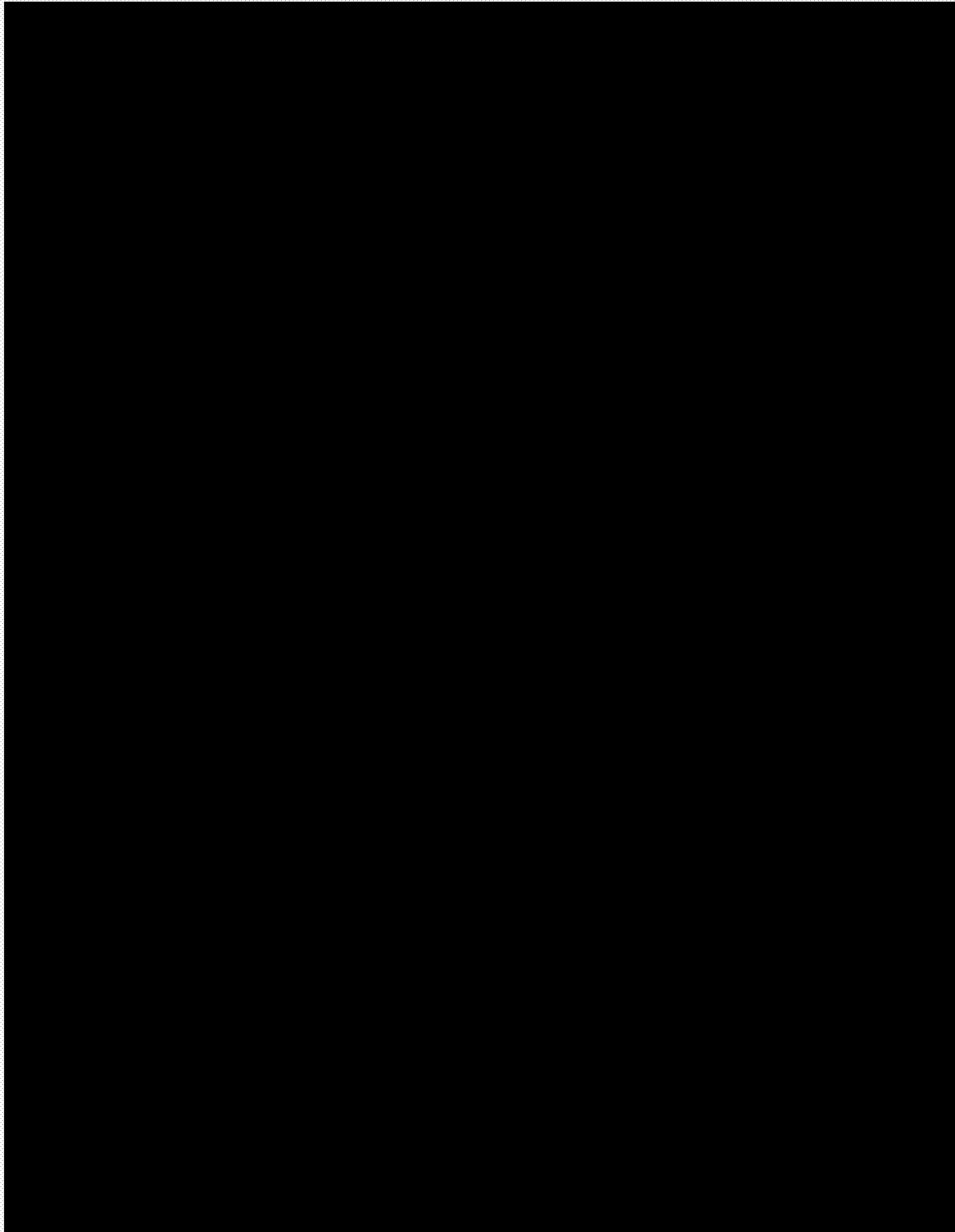
4.4 Further Assurances. I will help the Company secure its rights in the Inventions and Intellectual Property Rights relating thereto in any and all countries. If for any reason the Company cannot secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations, or other registrable Intellectual Property Rights, covering Inventions assigned to the Company, then I hereby irrevocably designate and appoint the Company and its duly authorized officers as my agent and attorney in fact, to act for and in my behalf 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 or copyright registrations with the same legal force and effect as if originally executed by me. If any such Inventions or Intellectual Property Rights cannot be assigned to the Company for any reason, I hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable,

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PATENT
REEL: 050943 FRAME: 0813

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I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS
AGREEMENT.

Mark J. Durst
(Employee's Signature)

Mark J. Durst
(Print/Type Name)

Date: 5/15/18

Address: 980 Escondido Ave.
San Leandro, CA
94577

Accepted by the Company:

By: [Signature]

Name: LUKAS PIETER

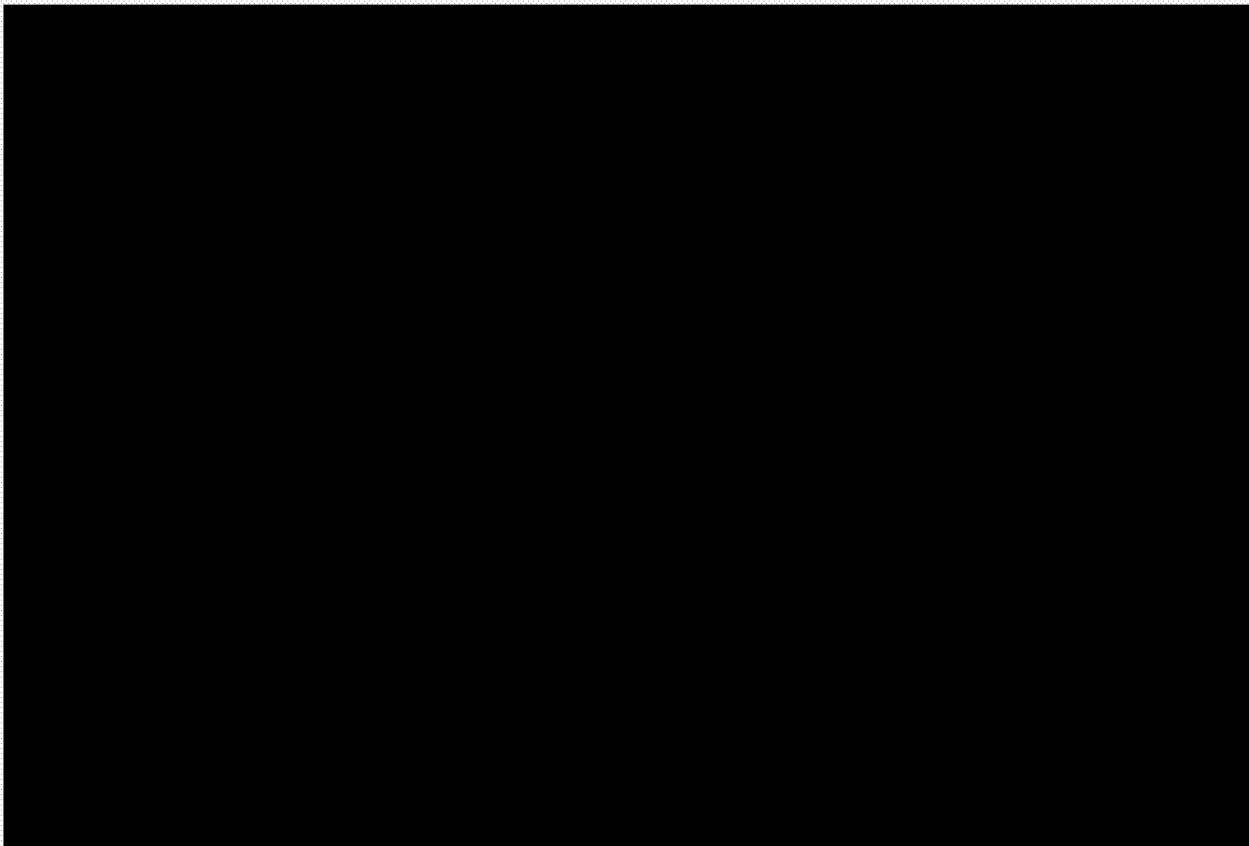
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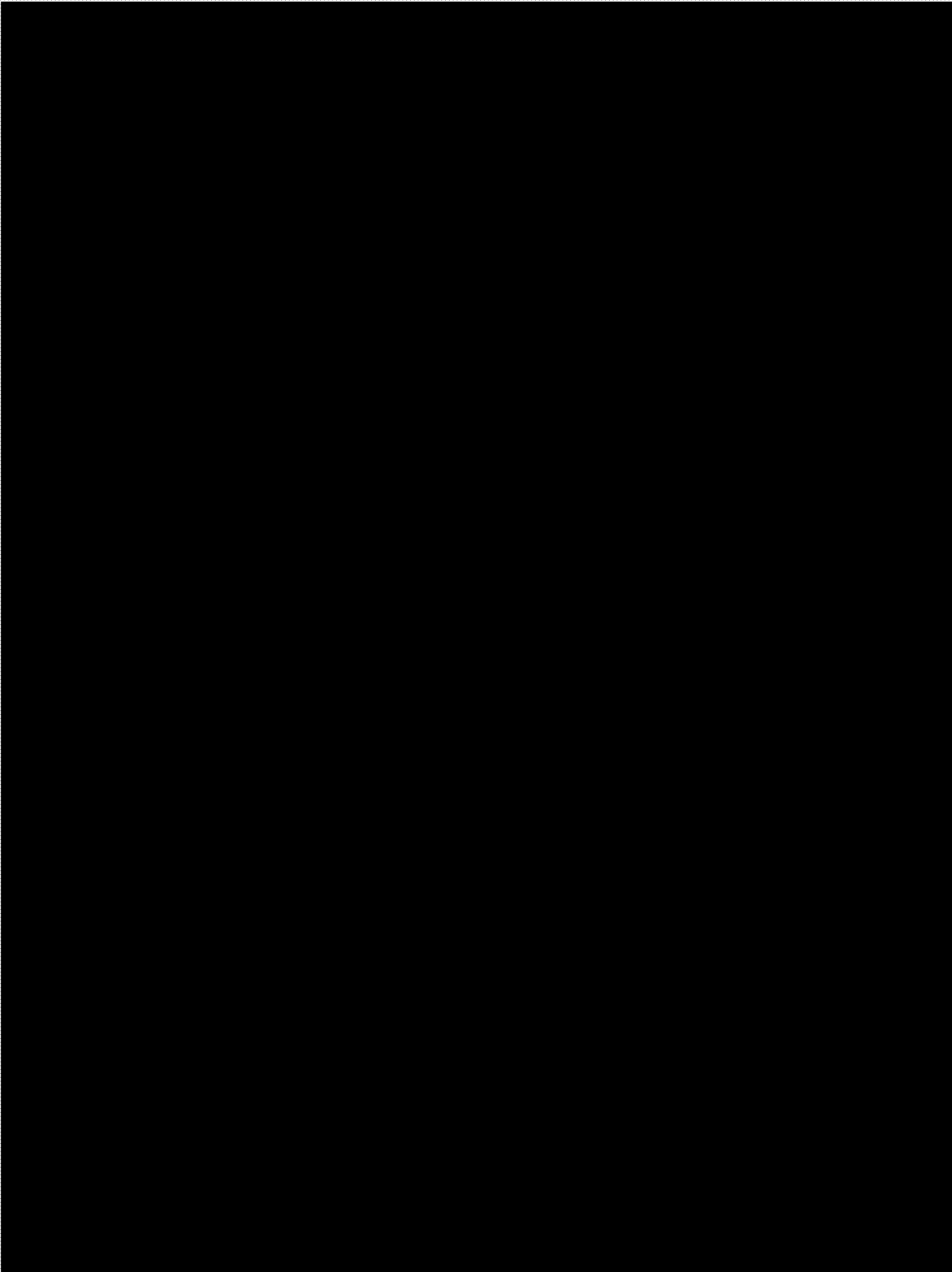
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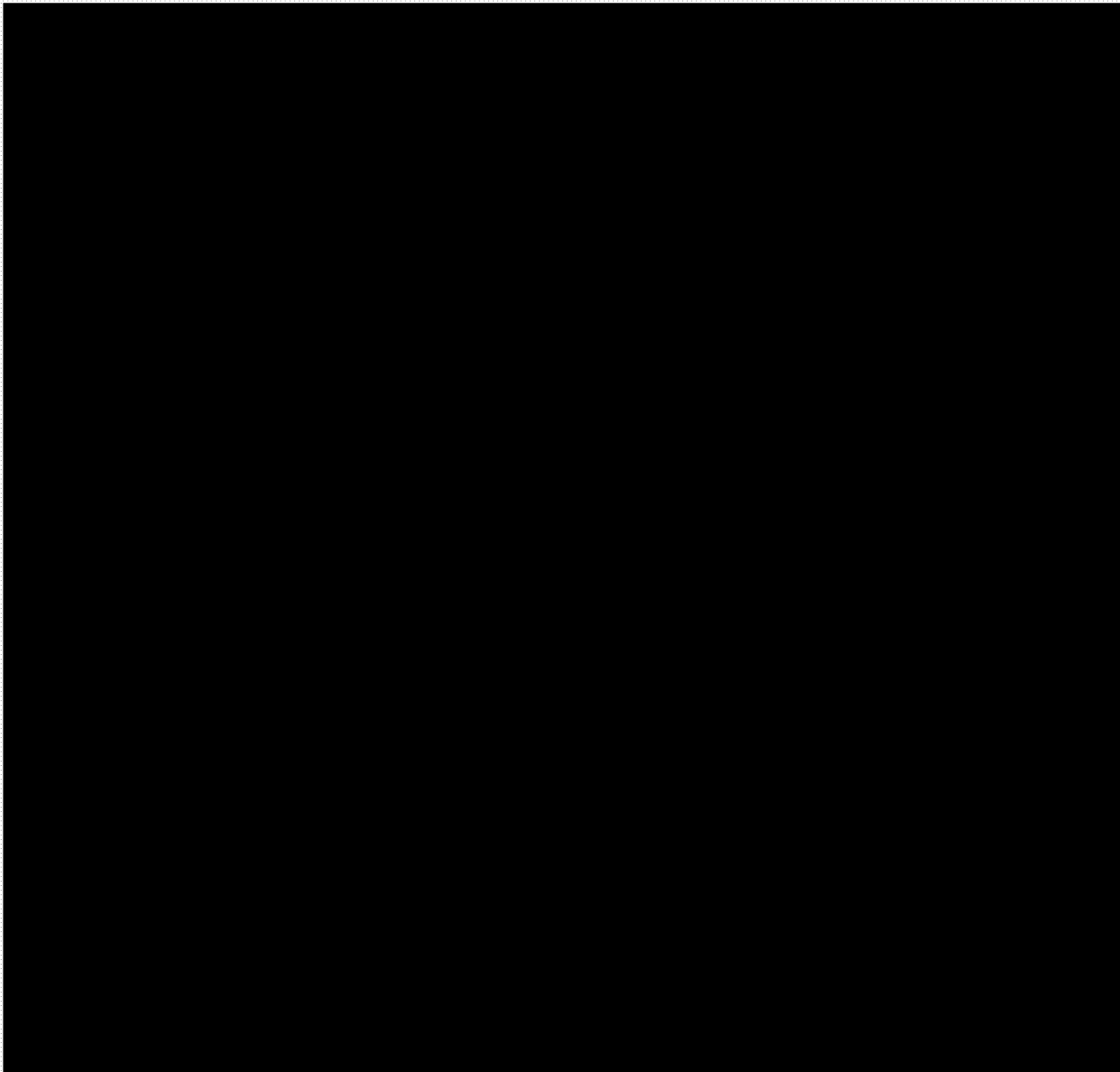
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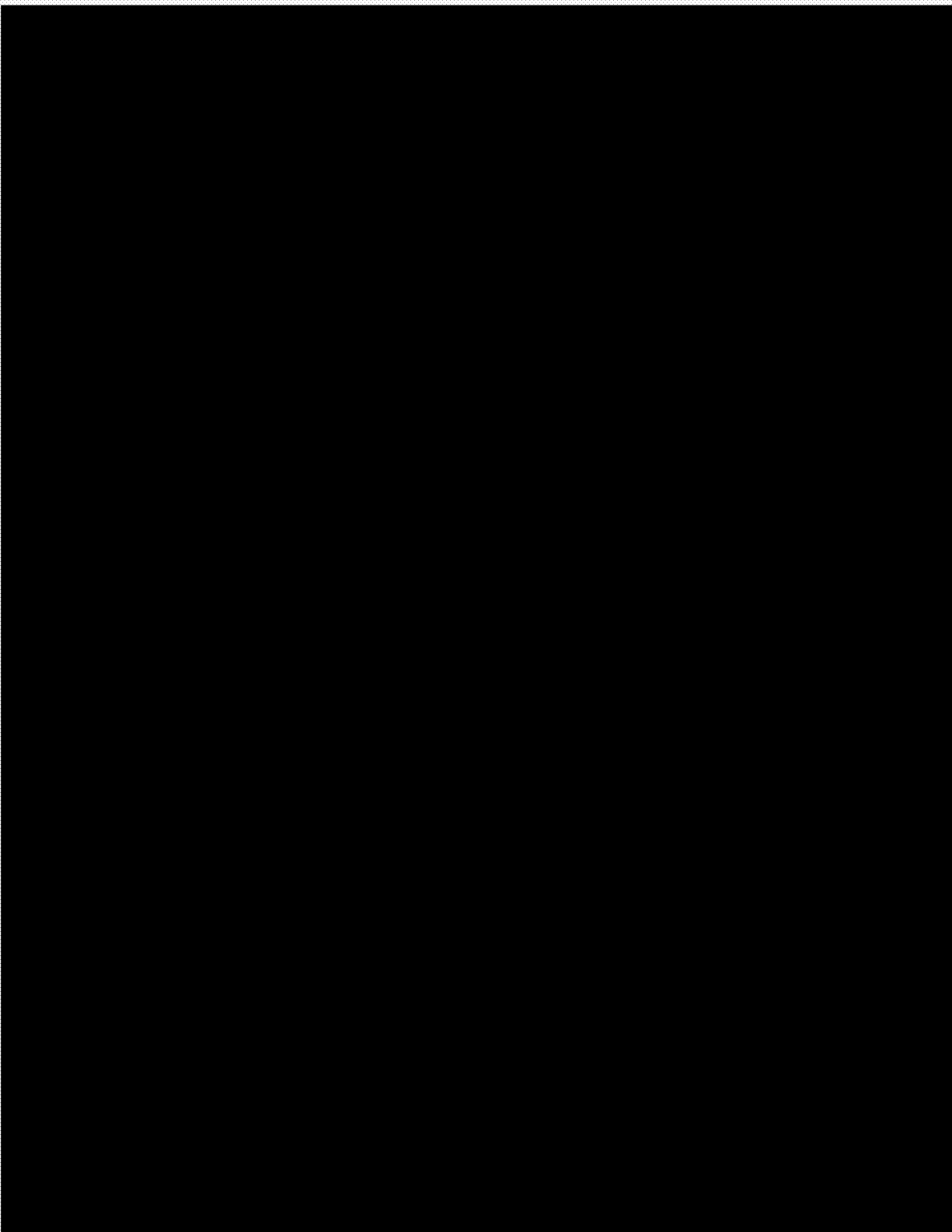
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[signatures follow on next page]

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INDEPENDENT LEGAL COUNSEL REGARDING THIS AGREEMENT.
I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS
AGREEMENT.



(Employee's Signature)

Nicolas Frisby

(Print/Type Name)

Date: 2018 May 16

Address: 1978 N Los Robles Ave
Pasadena, CA 91104
USA

Accepted by the Company:

By: 

Name: LUKAS PIEFER

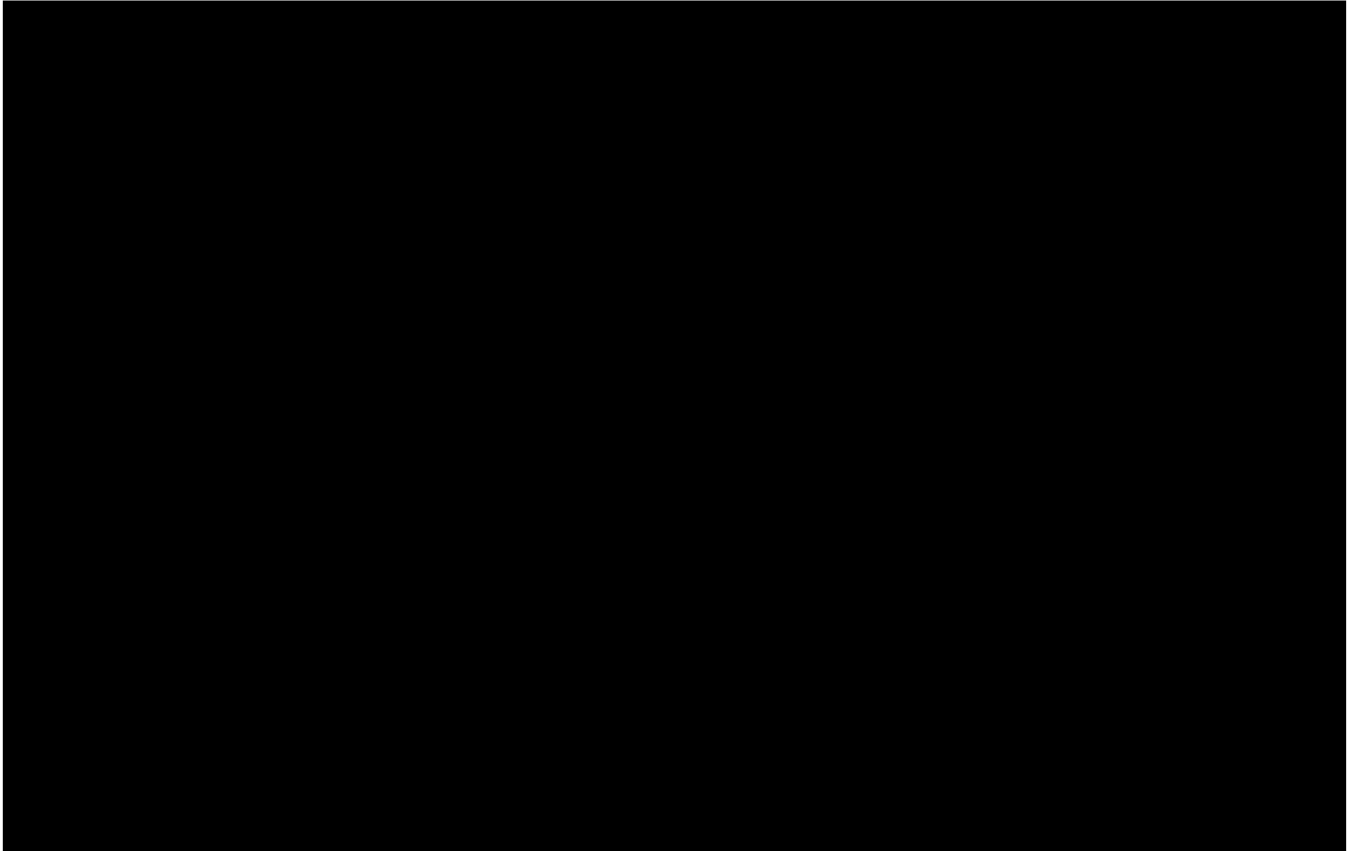
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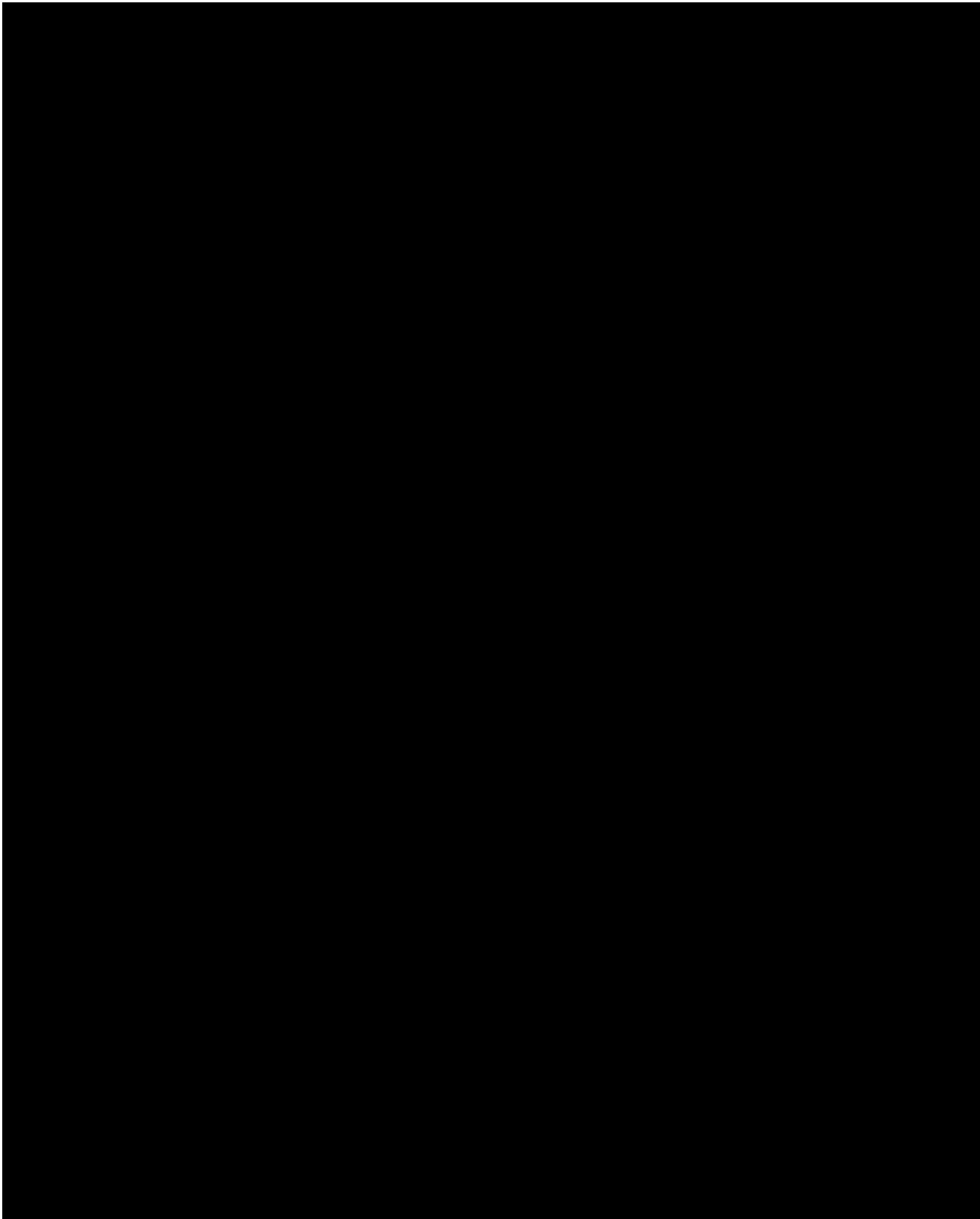
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1.1 Relationship. Any employment relationship between the Company and me, whether commenced prior to or upon the date of this Confidential Information, Invention Assignment, Nonsolicitation and Noncompetition Agreement (“Agreement”), shall be referred to herein as the “Relationship.” I acknowledge that my employment is strictly at will. Nothing in this Agreement creates an employment contract for a specific term or alters the nature of my at-will employment with the Company. Either the Company or I may terminate the Relationship at any time, for any reason, with or without prior notice. I acknowledge that my Relationship and my duties and obligations set forth in this Agreement include all my activities (a) on or off Company premises, (b) during both working hours and non-working hours, and (c) within or without the scope of work assigned to me unless otherwise expressly permitted in this Agreement or otherwise by law.





Section 4. Inventions.

4.2 Assignment of Inventions. I hereby assign to the Company all my right, title and interest throughout the world in and to any and all inventions, processes, methods, ideas, concepts, data, confidential information, documentation, drawings, illustrations, art work, photographs, logos, original works of authorship, designs, software, code and scripts, materials and technology of all types that I may solely or jointly author, conceive or develop or reduce to practice during the Relationship, which (a) pertain to any business activity of the Company; or (b) are aided by use of time, materials, Confidential Information or facilities of the Company; or (c) relate to any of my work for the Company (collectively referred to as "Inventions"). I hereby assign to the Company all my right, title and interest throughout the world in and to any and all intellectual property rights associated with such Inventions, including, without limitation, patents, patent rights, copyrights, trademark rights and related indications of origin, trade dress rights, artistic and industrial design rights, and trade secret rights ("Intellectual Property Rights"). I will promptly make full written disclosure to the Company of all Inventions and will hold all Inventions in trust for the sole right and benefit of the Company. My assignment to the Company of Inventions and Intellectual Property Rights includes Inventions and Intellectual Property Rights created or arising during my Relationship prior to the date of this Agreement.

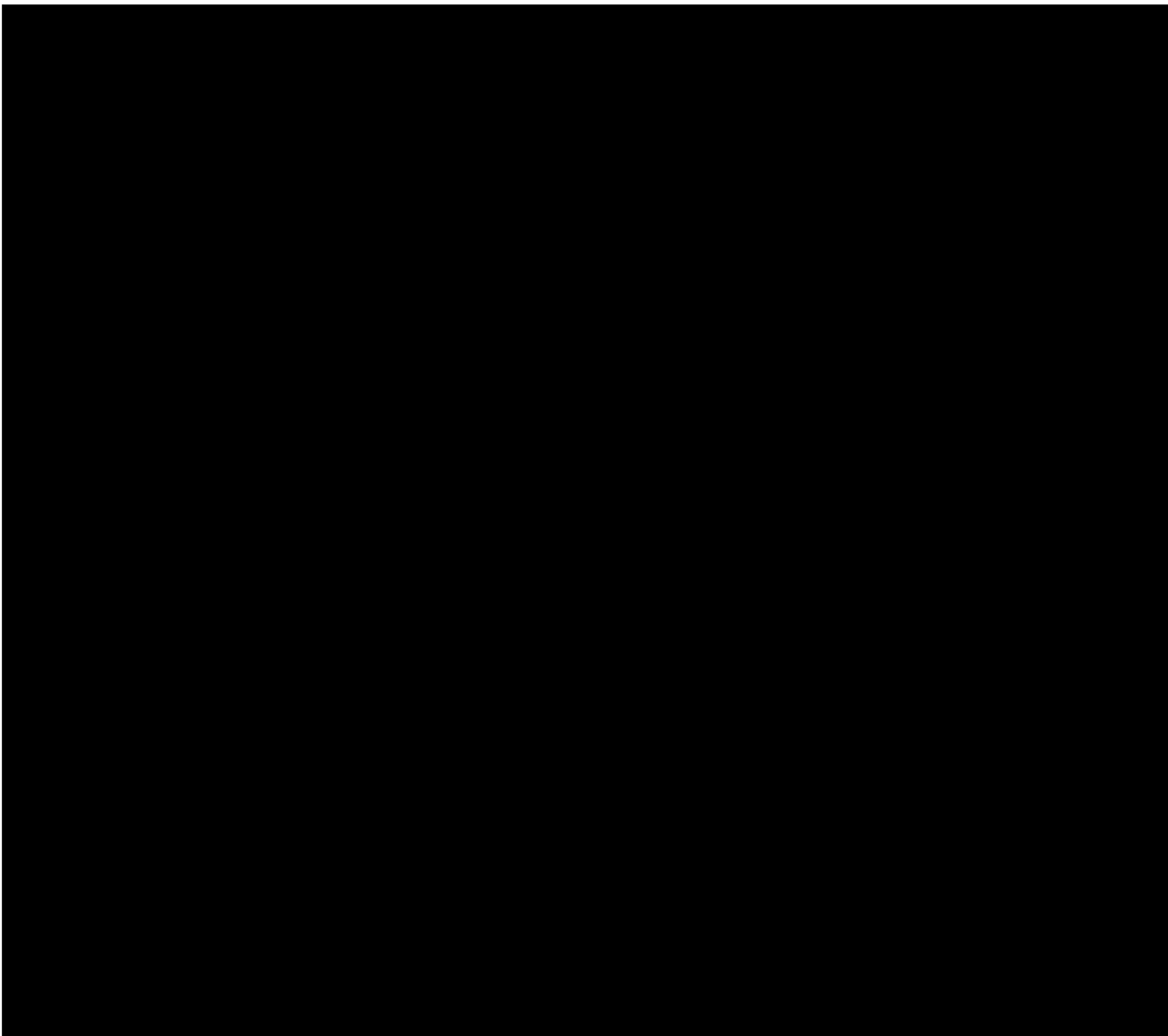
4.3 Restriction on Assignment of Inventions. The foregoing agreement to assign inventions to the Company does not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless those inventions either: (a) relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from the work performed by me for the Company.

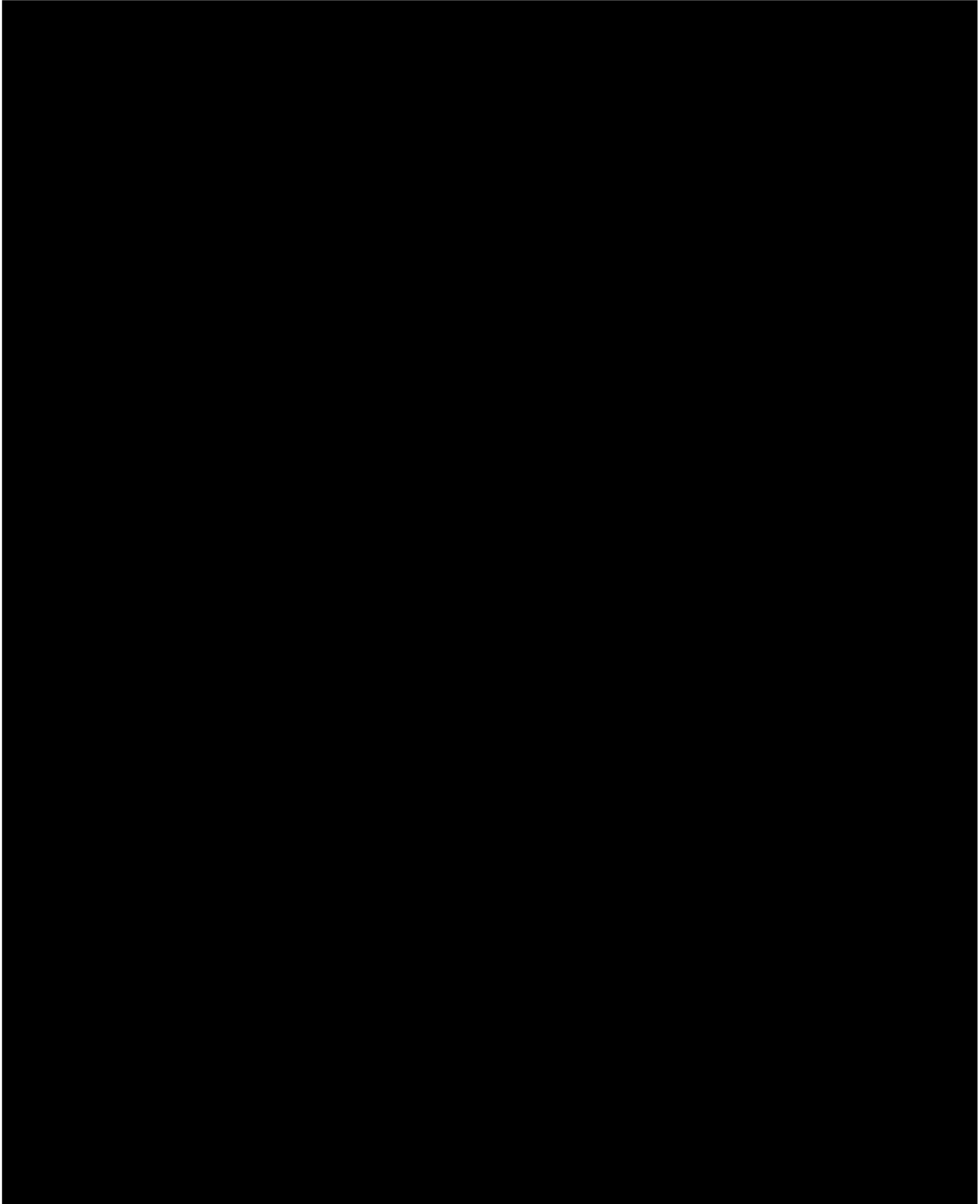
4.4 Further Assurances. I will help the Company secure its rights in the Inventions and Intellectual Property Rights relating thereto in any and all countries. If for any reason the Company cannot secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations, or other registrable Intellectual Property Rights, covering Inventions assigned to the Company, then I hereby irrevocably designate and appoint the Company and its duly authorized officers as my agent and attorney in fact, to act for and in my behalf 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 or copyright registrations with the same legal force and effect as if originally executed by me. If any such Inventions or Intellectual Property Rights cannot be assigned to the Company for any reason, I hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable,

sublicenseable worldwide license to practice such rights. In any case, I hereby irrevocably waive any and all right and ability to assert any such rights against the Company and its affiliates, successors, assigns or licensees.

Section 5. Works for Hire.

All works of authorship that I prepare within the scope of my employment, including but not limited to writings, designs, diagrams, illustrations, photographs, videos and software (“Works“), are works made for hire for the Company. If and to the extent that any Work does not qualify under statute as a work made for hire, I hereby assign to the Company all my worldwide right, title and interest in and to all such Works. I hereby waive any rights and claims I may have in any jurisdiction to any moral rights with respect to any Work. The Company has all the rights of a copyright owner in all Works.





Section 10. Disputes.

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Utah, without regard to conflict of laws principles that would result in the application of any law other than the law of the state of Utah. Any court proceeding arising out of or relating to this Agreement must be brought in a state or federal court in Salt Lake City, Utah. I waive, to the fullest extent permitted by law: (a) any objection to venue and personal jurisdiction for any such proceeding brought in such court, and (b) any claim that any such proceeding brought in such court has been brought in an inconvenient forum. Nevertheless, the Company may bring an action for injunctive relief in any jurisdiction for the purpose of preventing the disclosure, use or transfer of Confidential Information or any Intellectual Property Right. In the event of any suit, action or arbitration to interpret or enforce this Agreement, the prevailing party shall be entitled to such party's attorney fees, costs, and out-of-pocket expenses, at trial and on appeal.

Section 11. General Provisions.

Each provision of this Agreement shall be treated as a separate and independent clause. If any provision or covenant of this Agreement is held to be invalid and unenforceable in whole or in part, the validity or enforceability of any other provision or covenant shall be unaffected. If a court determines that any restriction in this Agreement is unenforceable with respect to scope, time or geographical coverage, such restriction should be modified so as to provide the maximum permissible protection for the Company and its legally protectable interests, and without negating or impairing any other restrictions or agreements set forth herein. This Agreement is the entire agreement between the Company and me regarding the subject matter of this Agreement, and supersedes all prior oral and written agreements, commitments and understandings regarding the same. No modification of or amendment to this Agreement shall be effective unless it is in writing, expressly refers to this Agreement, and is signed by both parties. No provision of this Agreement may be waived, except in a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in requiring performance or satisfaction of any provision of this Agreement, and no course of dealing between the parties, shall constitute a waiver or estoppel of any provision hereunder. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, and its successors, assigns and parties in interest as set forth below.

[signatures follow on next page]

**I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF
INDEPENDENT LEGAL COUNSEL REGARDING THIS AGREEMENT.
I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS
AGREEMENT.**

DocuSigned by:
Todd Kelley
3ED02768DE7382B...

(Employee's Signature)

Todd Kelley

(Print/Type Name)

Date: 4/17/2018

Address: Todd Kelley

1384 Elk Hollow Rd
North Salt Lake, UT 84054

Accepted by the Company:

DocuSigned by:
By: Lukas Pieter
962064720853483...

Name: Lukas Pieter

Title: Chief Financial Officer

EXHIBIT A

**LIST OF PRIOR INVENTIONS
EXCLUDED FROM SECTION 4:**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
N/A		

_____ Additional Sheets Attached

EXHIBIT B

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any records, data, reports, drawings, sketches, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to the Company or any third party which has entrusted its materials to the Company.

I have complied with all the terms of the Company's Confidential Information, Invention Assignment, Nonsolicitation and Noncompetition Agreement signed by me, including without limitation the reporting of any inventions and original works of authorship, conceived or made by me (solely or jointly with others) covered by that agreement.

In compliance with the Confidential Information, Invention Assignment, Nonsolicitation and Noncompetition Agreement, I will preserve as confidential all Confidential Information, as defined in Section 2 of that Agreement.

Date: _____, ____.

(Employee's Signature)

(Print/Type Name)

Address:

**CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT, NONSOLICITATION AND
NONCOMPETITION AGREEMENT**

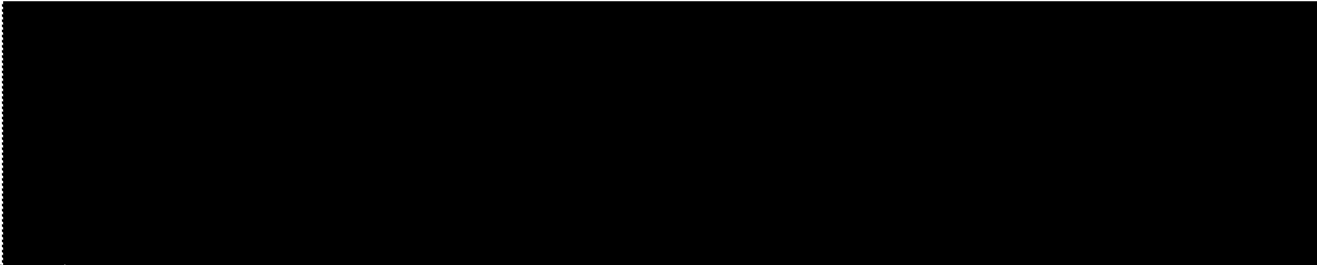
As a condition of my employment by Navican Genomics, Inc. (the "Company"), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

Section 1. Relationship; Duties.

1.1 Relationship. Any employment relationship between the Company and me, whether commenced prior to or upon the date of this Confidential Information, Invention Assignment, Nonsolicitation and Noncompetition Agreement ("Agreement"), shall be referred to herein as the "Relationship." I acknowledge that my employment is strictly at will. Nothing in this Agreement creates an employment contract for a specific term or alters the nature of my at-will employment with the Company. Either the Company or I may terminate the Relationship at any time, for any reason, with or without prior notice. I acknowledge that my Relationship and my duties and obligations set forth in this Agreement include all my activities (a) on or off Company premises, (b) during both working hours and non-working hours, and (c) within or without the scope of work assigned to me unless otherwise expressly permitted in this Agreement or otherwise by law.



Section 4. Inventions.



4.2 Assignment of Inventions. I hereby assign to the Company all my right, title and interest throughout the world in and to any and all inventions, processes, methods, ideas, concepts, data, confidential information, documentation, drawings, illustrations, art work, photographs, logos, original works of authorship, designs, software, code and scripts, materials and technology of all types that I may solely or jointly author, conceive or develop or reduce to practice during the Relationship, which (a) pertain to any business activity of the Company; or

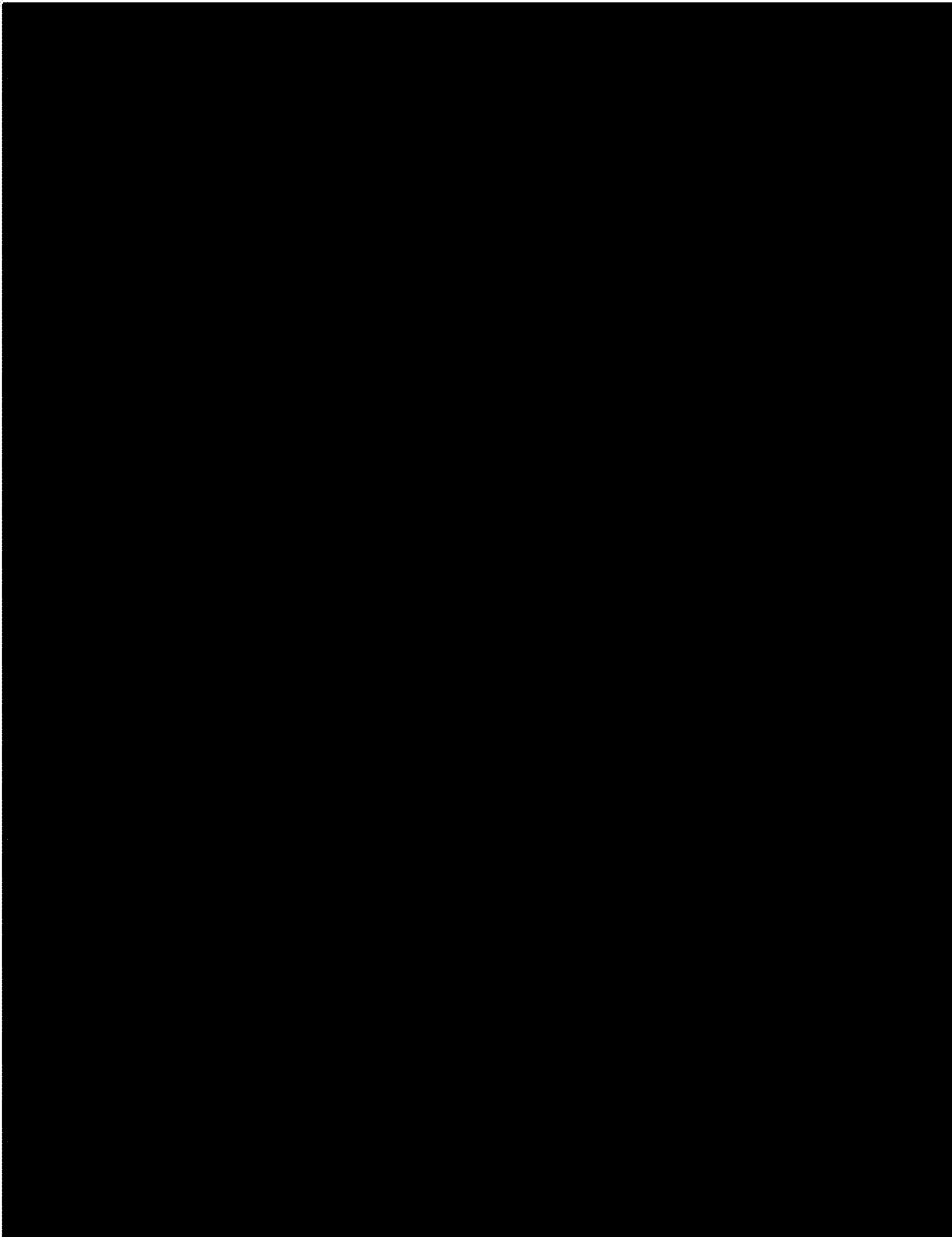
(b) are aided by use of time, materials, Confidential Information or facilities of the Company; or (c) relate to any of my work for the Company (collectively referred to as "Inventions"). I hereby assign to the Company all my right, title and interest throughout the world in and to any and all intellectual property rights associated with such Inventions, including, without limitation, patents, patent rights, copyrights, trademark rights and related indications of origin, trade dress rights, artistic and industrial design rights, and trade secret rights ("Intellectual Property Rights"). I will promptly make full written disclosure to the Company of all Inventions and will hold all Inventions in trust for the sole right and benefit of the Company. My assignment to the Company of Inventions and Intellectual Property Rights includes Inventions and Intellectual Property Rights created or arising during my Relationship prior to the date of this Agreement.

4.3 Restriction on Assignment of Inventions. The foregoing agreement to assign inventions to the Company does not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless those inventions either: (a) relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from the work performed by me for the Company.

4.4 Further Assurances. I will help the Company secure its rights in the Inventions and Intellectual Property Rights relating thereto in any and all countries. If for any reason the Company cannot secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations, or other registrable Intellectual Property Rights, covering Inventions assigned to the Company, then I hereby irrevocably designate and appoint the Company and its duly authorized officers as my agent and attorney in fact, to act for and in my behalf 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 or copyright registrations with the same legal force and effect as if originally executed by me. If any such Inventions or Intellectual Property Rights cannot be assigned to the Company for any reason, I hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable, sublicenseable worldwide license to practice such rights. In any case, I hereby irrevocably waive any and all right and ability to assert any such rights against the Company and its affiliates, successors, assigns or licensees.

Section 5. Works for Hire.

All works of authorship that I prepare within the scope of my employment, including but not limited to writings, designs, diagrams, illustrations, photographs, videos and software ("Works"), are works made for hire for the Company. If and to the extent that any Work does not qualify under statute as a work made for hire, I hereby assign to the Company all my worldwide right, title and interest in and to all such Works. I hereby waive any rights and claims I may have in any jurisdiction to any moral rights with respect to any Work. The Company has all the rights of a copyright owner in all Works.



Section 10. Disputes.

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Utah, without regard to conflict of laws principles that would result in the application of any law other than the law of the State of Utah. Any court proceeding arising out of or relating to this Agreement must be brought in a state or federal court in Salt Lake City, Utah. I waive, to the fullest extent permitted by law: (a) any objection to venue and personal jurisdiction for any such proceeding brought in such court, and (b) any claim that any such proceeding brought in

such court has been brought in an inconvenient forum. Nevertheless, the Company may bring an action for injunctive relief in any jurisdiction for the purpose of preventing the disclosure, use or transfer of Confidential Information or any Intellectual Property Right. In the event of any suit, action or arbitration to interpret or enforce this Agreement, the prevailing party shall be entitled to such party's attorney fees, costs, and out-of-pocket expenses, at trial and on appeal.

Section 11. General Provisions.

Each provision of this Agreement shall be treated as a separate and independent clause. If any provision or covenant of this Agreement is held to be invalid and unenforceable in whole or in part, the validity or enforceability of any other provision or covenant shall be unaffected. If a court determines that any restriction in this Agreement is unenforceable with respect to scope, time or geographical coverage, such restriction should be modified so as to provide the maximum permissible protection for the Company and its legally protectable interests, and without negating or impairing any other restrictions or agreements set forth herein. This Agreement is the entire agreement between the Company and me regarding the subject matter of this Agreement, and supersedes all prior oral and written agreements, commitments and understandings regarding the same. No modification of or amendment to this Agreement shall be effective unless it is in writing, expressly refers to this Agreement, and is signed by both parties. No provision of this Agreement may be waived, except in a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in requiring performance or satisfaction of any provision of this Agreement, and no course of dealing between the parties, shall constitute a waiver or estoppel of any provision hereunder. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, and its successors, assigns and parties in interest as set forth below.

[signatures follow on next page]

I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF
INDEPENDENT LEGAL COUNSEL REGARDING THIS AGREEMENT.
I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS
AGREEMENT.



(Employee's Signature)

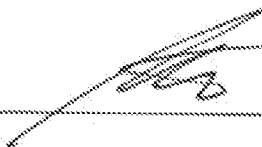
Jonathan Scott Skellern

(Print/Type Name)

Date: 1/20/17

Address: 16160 Del Norte
Poway CA 92064

Accepted by the Company:

By: 

Name: INGO CHAKRAVARTY

Title: CEO, NAVICAN GENOMICS

EXHIBIT A

LIST OF PRIOR INVENTIONS
EXCLUDED FROM SECTION 4:

Title

Date

Identifying Number
or Brief Description

NONE 

..... Additional Sheets Attached

EXHIBIT B

TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any records, data, reports, drawings, sketches, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to the Company or any third party which has entrusted its materials to the Company.

I have complied with all the terms of the Company's Confidential Information, Invention Assignment, Nonsolicitation and Noncompetition Agreement signed by me, including without limitation the reporting of any inventions and original works of authorship, conceived or made by me (solely or jointly with others) covered by that agreement.

In compliance with the Confidential Information, Invention Assignment, Nonsolicitation and Noncompetition Agreement, I will preserve as confidential all Confidential Information, as defined in Section 2 of that Agreement.

Date: _____

(Employee's Signature)

(Print/Type Name)

Address:

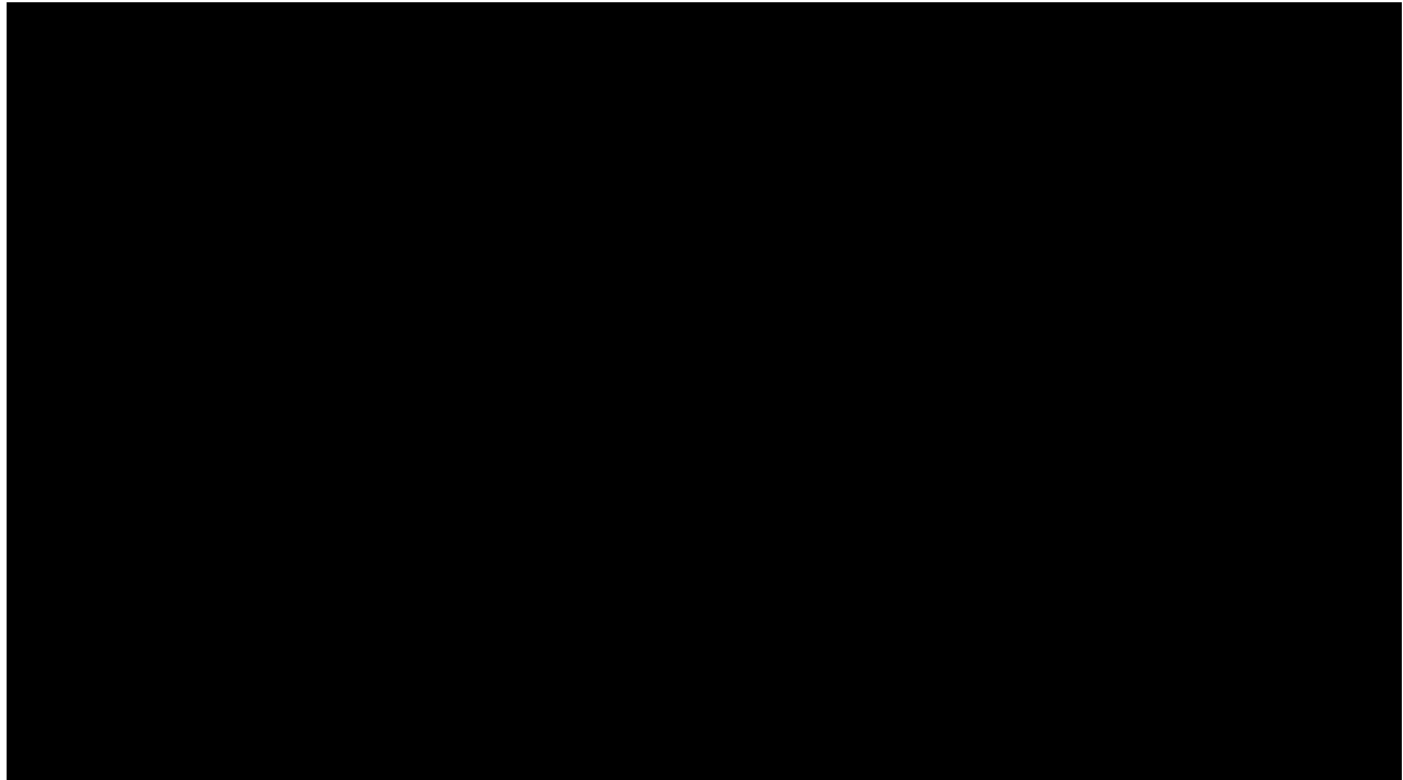


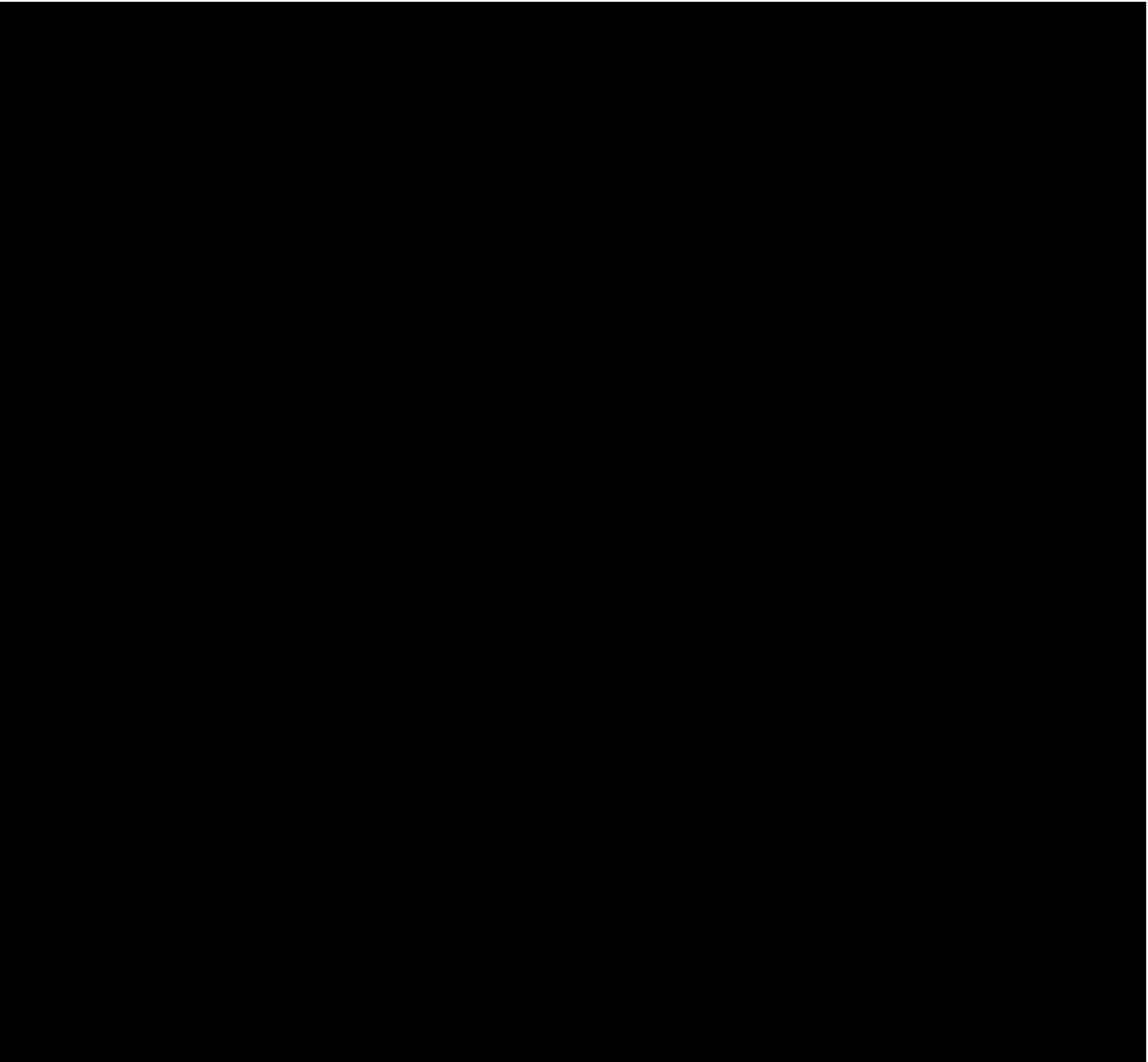
PROFESSIONAL SERVICES AGREEMENT

Effective Date: September 17, 2018

THIS PROFESSIONAL SERVICES AGREEMENT is between Navican Genomics, Inc., a Delaware corporation and its successors or assignees (together with its direct and indirect wholly-owned subsidiaries, "*Navican*"), and Dominic Steinitz, an individual ("*Consultant*").

1. ENGAGEMENT OF SERVICES. Navican may from time to time request that Consultant provide services, either by delivering a Project Assignment in the form attached to this Agreement as **Exhibit A** or by delivering Navican's Purchase Order. Subject to the terms of this Agreement, Consultant will, to the best of Consultant's ability, render the services set forth in each Project Assignment and Purchase Order accepted by Consultant (the "*Project(s)*") by the completion dates set forth therein. Except as may be provided in a Project Assignment or Purchase Order, the manner and means by which Consultant chooses to complete the Projects are in Consultant's sole discretion and control. Consultant agrees to exercise the highest degree of professionalism, and to utilize Consultant's expertise and creative talents in completing such Projects. In completing the Projects, Consultant agrees to provide its own equipment, tools and other materials at Consultant's own expense. Navican may make its facilities and equipment available to Consultant if necessary. Consultant shall perform the services necessary to complete the Projects in a timely and professional manner consistent with industry standards, and at a location, place and time which the Consultant deems appropriate. Consultant will comply with Navican's quality policy and processes. Consultant may not subcontract or otherwise delegate Consultant's obligations under this Agreement without Navican's prior written consent.





4.3 Disclosure of Navican Work Product. As used in this Agreement, the term "*Navican Work Product*" means any invention or discovery, whether or not patentable, any original work of authorship, and any other result that may be subject to other forms of intellectual property protection that is solely or jointly conceived, created, reduced to practice, learned or authored by Consultant while providing services under this Agreement. Navican Work Product also includes know-how, designs, mask works, trademarks, formulae, processes, manufacturing techniques, products, trade secrets, ideas, artwork, databases, software, compilations of information, or other works that are solely or jointly conceived, created, reduced to practice, learned or authored by Consultant while providing services under this Agreement. Consultant agrees to disclose promptly in writing to Navican, or any person designated by Navican, all Navican Work Product.

4.4 Ownership of Navican Work Product. Consultant agrees that all Navican Work Product shall be the sole and exclusive property of Navican and, to the extent permitted by law, Consultant agrees that Navican is and will be considered the author of the Navican Work Product for all purposes and, at all stages of completion, the sole and exclusive owner, throughout the universe in perpetuity, of all right, title, and interest in and to the Navican Work Product and each and every part thereof.

4.5 Assignment of Navican Work Product. If and to the extent that under any applicable law Navican is not deemed to be the author of the Navican Work Product and the sole and exclusive owner of the Navican Work Product, Consultant hereby irrevocably assigns to Navican all right, title and interest worldwide in and to the Navican Work Product to the fullest extent allowable and for the full term of protection otherwise accorded Consultant under such applicable law, including, without limitation, any invention for which Consultant would be deemed an inventor under 35 U.S.C. § 100 or otherwise and any original work of authorship for which Consultant would be deemed an author under 17 U.S.C. § 201(a) or (b) or otherwise (the “*Proprietary Rights*”). Consultant also agrees to execute any document that Navican provides to Consultant to serve as evidence of the assignment and/or to effectuate the assignment of such Proprietary Rights to Navican including to effectuate the assignment of rights in a patent application or in a copyrightable work. Except as set forth below, Consultant retains no rights to use the Navican Work Product and agrees not to challenge the validity of Navican’s ownership of the Navican Work Product. Consultant hereby grants to Navican a non-exclusive, royalty-free, irrevocable and world-wide right, with rights to sublicense through multiple tiers of sublicensees, to reproduce, make derivative works of, publicly perform, and publicly display in any form or medium, whether now known or later developed, distribute, make, use and sell the Consultant’s intellectual property and/or proprietary rights as and to the extent incorporated or used in the Navican Work Product, solely for the purpose of developing and marketing Navican products but not for the purpose of marketing such Consultant intellectual property and/or proprietary rights separate from Navican products.

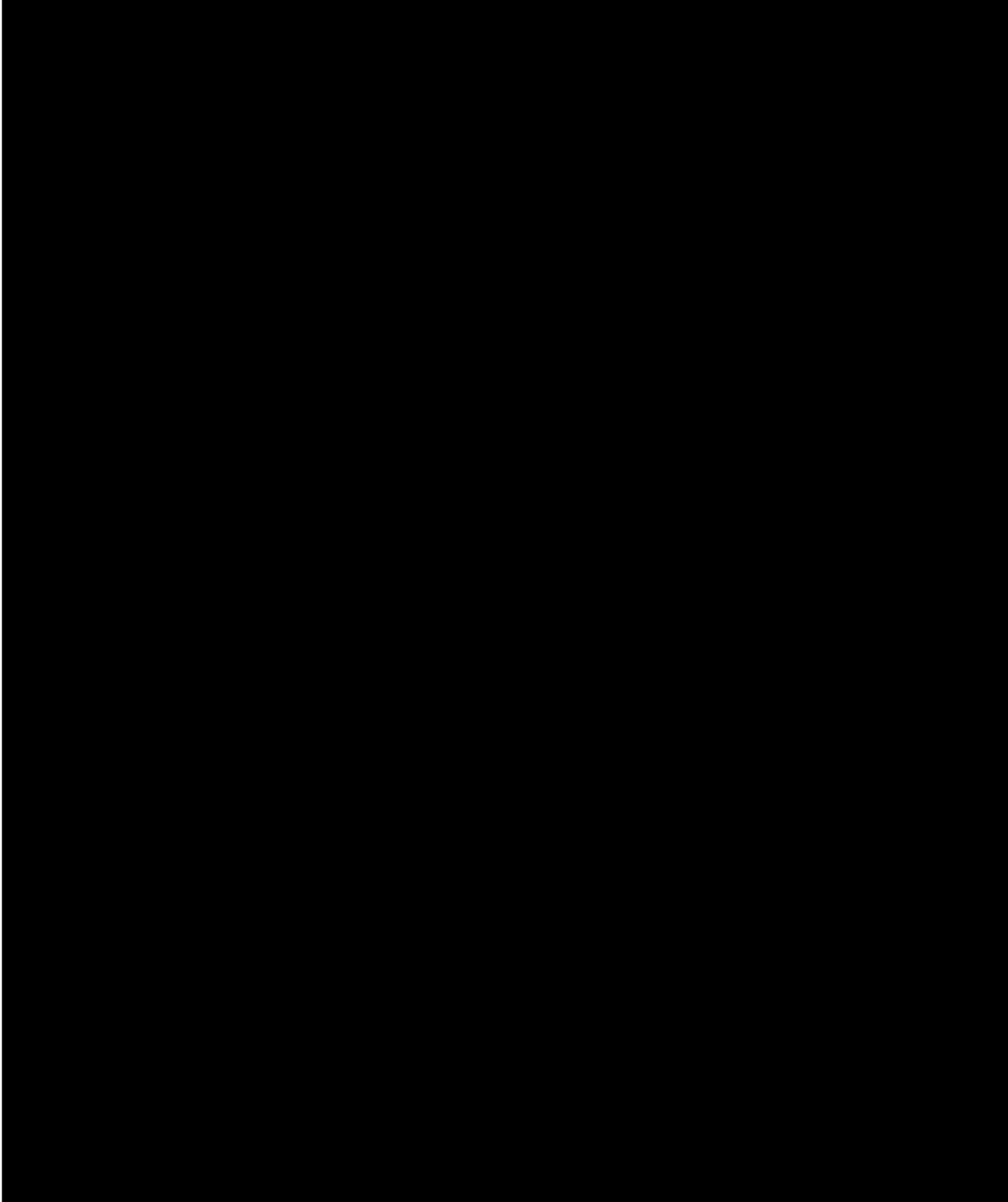
4.6 Waiver or Assignment of Other Rights. If Consultant has any rights to the Navican Work Product that cannot be assigned to Navican, Consultant unconditionally and irrevocably waives the enforcement of such rights, including moral rights and author’s rights under the U.K. Copyright, Designs and Patents Act, 1988, or other law, and all claims and causes of action of any kind against Navican with respect to such rights, and agrees, at Navican’s request and expense, to consent to and join in any action to enforce such rights. If Consultant has any right to the Navican Work Product that cannot be assigned to Navican or waived by Consultant, Consultant unconditionally and irrevocably grants to Navican during the term of such rights, an exclusive, irrevocable, perpetual, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple tiers of sublicensees, to reproduce, create derivative works of, distribute, publicly perform and publicly display by all means now known or later developed, such rights. Consultant agrees not to enforce any non-assignable rights against Navican anywhere in the world.

4.7 Assistance. Consultant agrees to cooperate with Navican or its designee(s), both during and after the term of this Agreement, in the procurement and maintenance of Navican’s rights in Navican Work Product and to execute, when requested, any other documents deemed necessary by Navican to carry out the purpose of this Agreement. Consultant agrees to execute upon Navican’s request a signed transfer of copyright to Navican in the form attached to this Agreement as **Exhibit B** for all Navican Work Product subject to copyright protection, including, without limitation, computer programs, notes, sketches, drawings and reports. Consultant further agrees to execute upon Navican’s request an assignment of patent rights to Navican for all Navican Work Product subject to patent protection.

4.8 Enforcement of Proprietary Rights. Consultant will assist Navican in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Navican Work Product in any and all countries. To that end, Consultant will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as Navican may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, Consultant will execute, verify and deliver assignments of such Proprietary Rights to Navican or its designee. Consultant’s obligation to assist Navican with respect to Proprietary Rights relating to such Navican Work Product in any and all countries shall continue beyond the termination of this Agreement, but Navican shall compensate Consultant at a reasonable rate after such termination for the time actually spent by Consultant at Navican’s request on such assistance.

4.9 Execution of Documents. In the event Navican is unable for any reason, after reasonable effort, to secure Consultant’s signature on any document needed in connection with the actions specified in the preceding Sections 4.7 and 4.8, Consultant hereby irrevocably designates and appoints Navican and its duly authorized officers and agents as Consultant’s agent and attorney in fact, which appointment is coupled with an interest, to act for and on Consultant’s behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to

further the purposes of the preceding Sections 4.7 and 4.8 with the same legal force and effect as if executed by Consultant. Consultant hereby waives and quitclaims to Navican any and all claims, of any nature whatsoever, which Consultant now or may hereafter have for infringement of any Proprietary Rights assigned hereunder to Navican.



7. TERM AND TERMINATION.

8. GENERAL PROVISIONS.

8.1 Governing Law and Dispute Resolution. The laws of the State of Utah shall govern this Agreement and any dispute arising out of or relating to this Agreement without regard to its conflicts of laws principles. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the state and federal courts located in Salt Lake City, Utah and San Diego, California.

8.2 Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.



[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Professional Services Agreement to be executed by their duly authorized representatives.

NAVICAN GENOMICS, INC.

DocuSigned by:
Lukas Pieter
By: _____
Lukas Pieter
Chief Financial Officer

Address: 4655 Executive Drive, Suite 230
San Diego, California 92121

CONSULTANT:

DocuSigned by:
Domnic Stemitz

Domnic Stemitz, an individual

Address:
26 Geneva Road
Kingston
Surrey KT1 2TW
+44 07729-461006



EXHIBIT B

ASSIGNMENT OF COPYRIGHT

SPECIMEN ONLY
(NOT TO BE COMPLETED OR SIGNED AT THIS TIME)

For good and valuable consideration which has been received, the undersigned hereby sells, assigns and transfers to Navican Genomics, Inc., a Delaware corporation, and its successors and assigns, the copyright in and to the following work, subject to the terms of that certain Professional Services Agreement, between Navican Genomics, Inc., a Delaware corporation and its successors or assignees, and Dominic Steinitz, an individual, dated September 17, 2018, which was created by the following indicated author(s):

Title:

Author(s):

Copyright Office Identification No. (if any):

and all of the right, title and interest of the undersigned, vested and contingent, therein and thereto.

Delivered as a deed on the date of this document.

Executed and delivered as a deed on this day of , 20__.

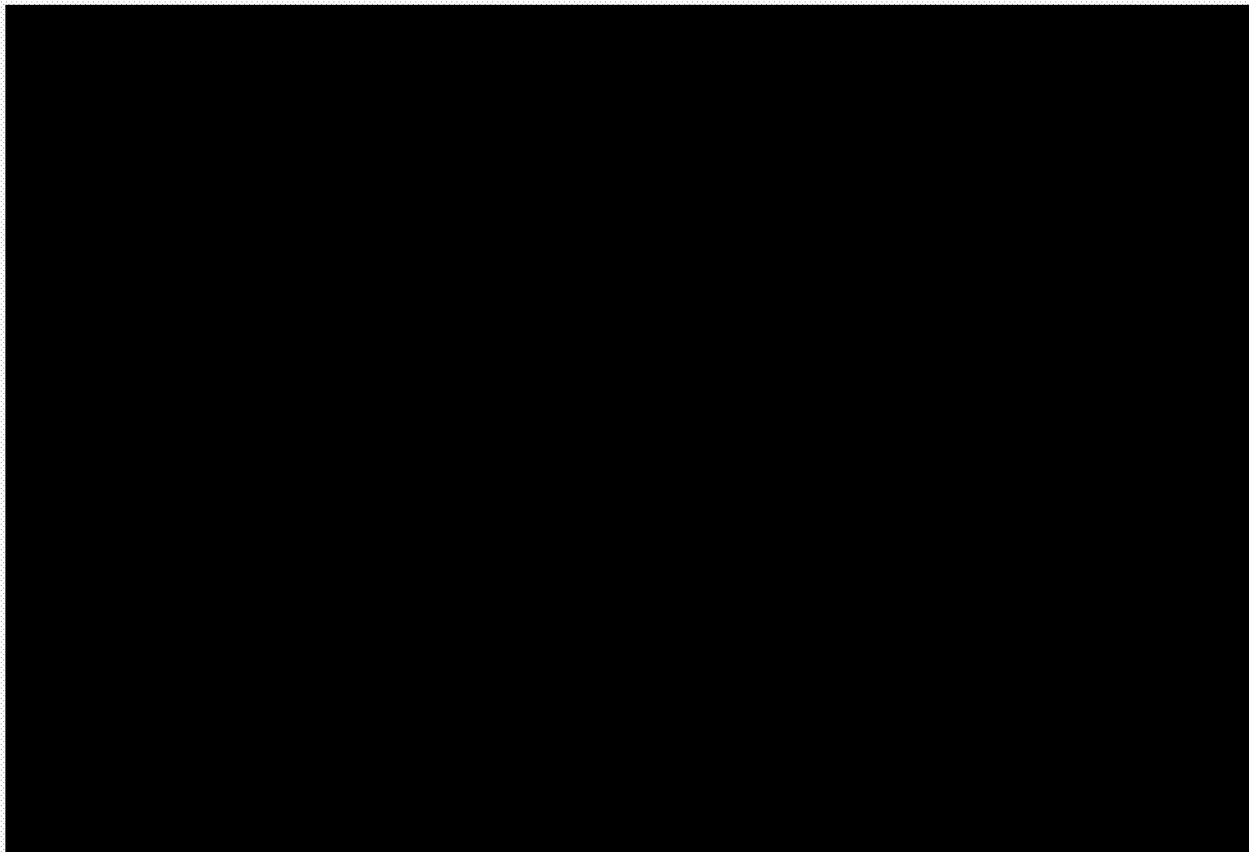
Signature: _____
Dominic Steinitz, an individual
Consultant

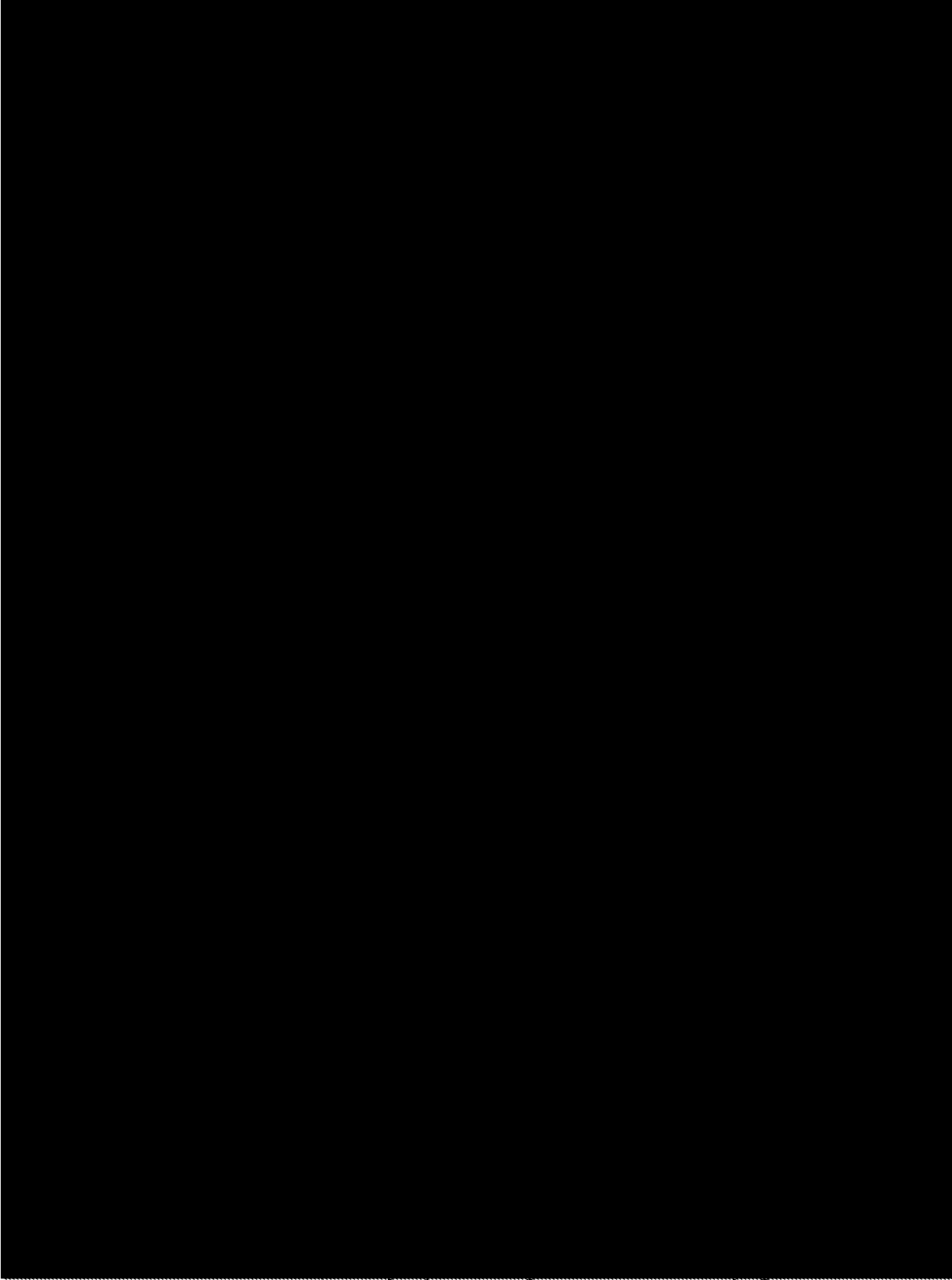
**CONFIDENTIAL INFORMATION,
INVENTION ASSIGNMENT, NONSOLICITATION AND
NONCOMPETITION AGREEMENT**

As a condition of my employment by Navican Genomics, Inc. (the "Company"), and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

Section 1. Relationship; Duties.

1.1 Relationship. Any employment relationship between the Company and me, whether commenced prior to or upon the date of this Confidential Information, Invention Assignment, Nonsolicitation and Noncompetition Agreement ("Agreement"), shall be referred to herein as the "Relationship." I acknowledge that my employment is strictly at will. Nothing in this Agreement creates an employment contract for a specific term or alters the nature of my at-will employment with the Company. Either the Company or I may terminate the Relationship at any time, for any reason, with or without prior notice. I acknowledge that my Relationship and my duties and obligations set forth in this Agreement include all my activities (a) on or off Company premises, (b) during both working hours and non-working hours, and (c) within or without the scope of work assigned to me unless otherwise expressly permitted in this Agreement or otherwise by law.





[REDACTED]

Section 4. Inventions.

[REDACTED]

4.2 Assignment of Inventions. I hereby assign to the Company all my right, title and interest throughout the world in and to any and all inventions, processes, methods, ideas, concepts, data, confidential information, documentation, drawings, illustrations, art work, photographs, logos, original works of authorship, designs, software, code and scripts, materials and technology of all types that I may solely or jointly author, conceive or develop or reduce to practice during the Relationship, which (a) pertain to any business activity of the Company; or (b) are aided by use of time, materials, Confidential Information or facilities of the Company; or (c) relate to any of my work for the Company (collectively referred to as "Inventions"). I hereby assign to the Company all my right, title and interest throughout the world in and to any and all intellectual property rights associated with such Inventions, including, without limitation, patents, patent rights, copyrights, trademark rights and related indications of origin, trade dress rights, artistic and industrial design rights, and trade secret rights ("Intellectual Property Rights"). I will promptly make full written disclosure to the Company of all Inventions and will hold all Inventions in trust for the sole right and benefit of the Company. My assignment to the Company of Inventions and Intellectual Property Rights includes Inventions and Intellectual Property Rights created or arising during my Relationship prior to the date of this Agreement.

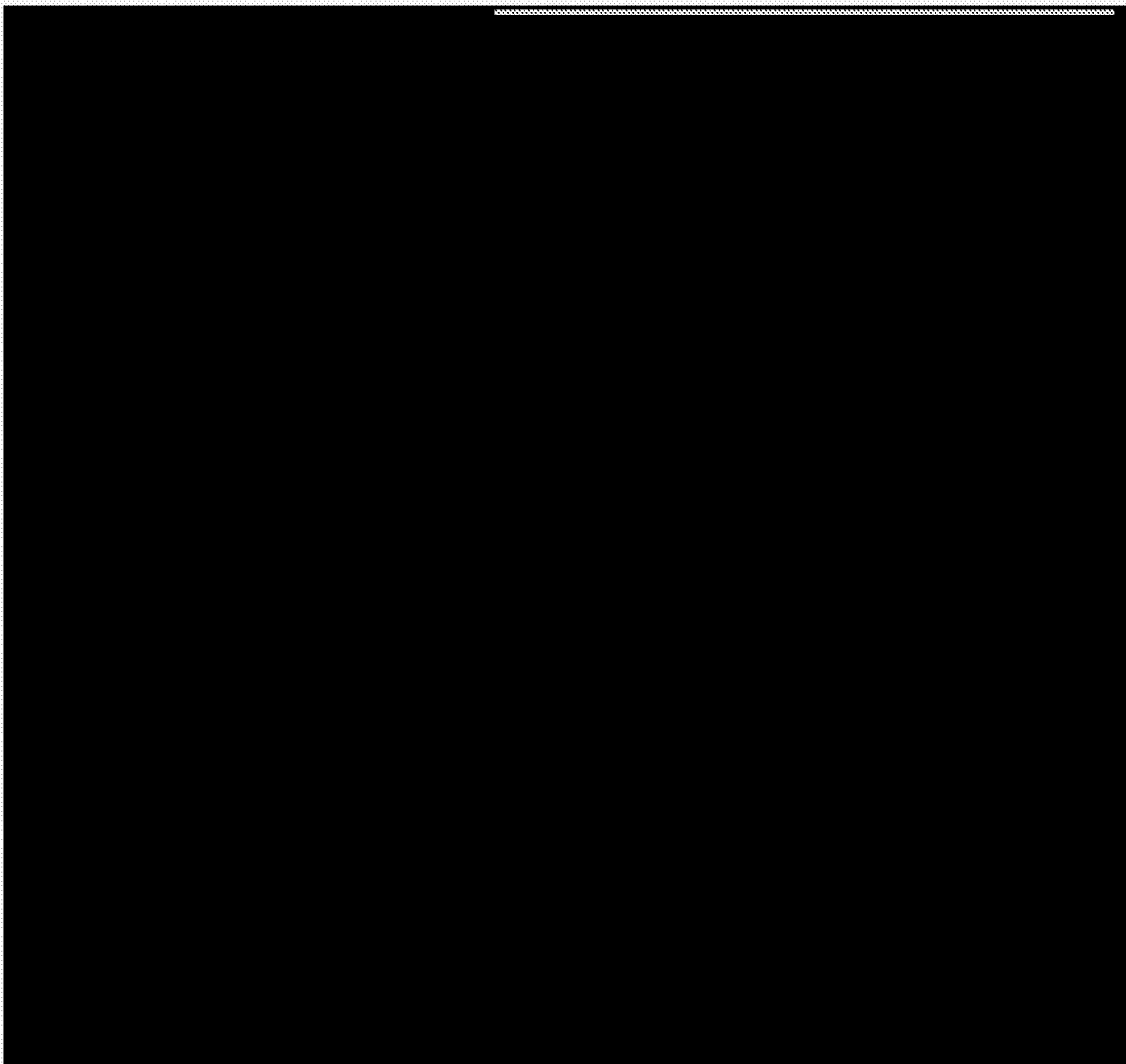
4.3 Restriction on Assignment of Inventions. The foregoing agreement to assign inventions to the Company does not apply to any invention for which no equipment, supplies, facilities or trade secret information of the Company was used and which was developed entirely on my own time, unless those inventions either: (a) relate directly to the business of the Company or to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from the work performed by me for the Company.

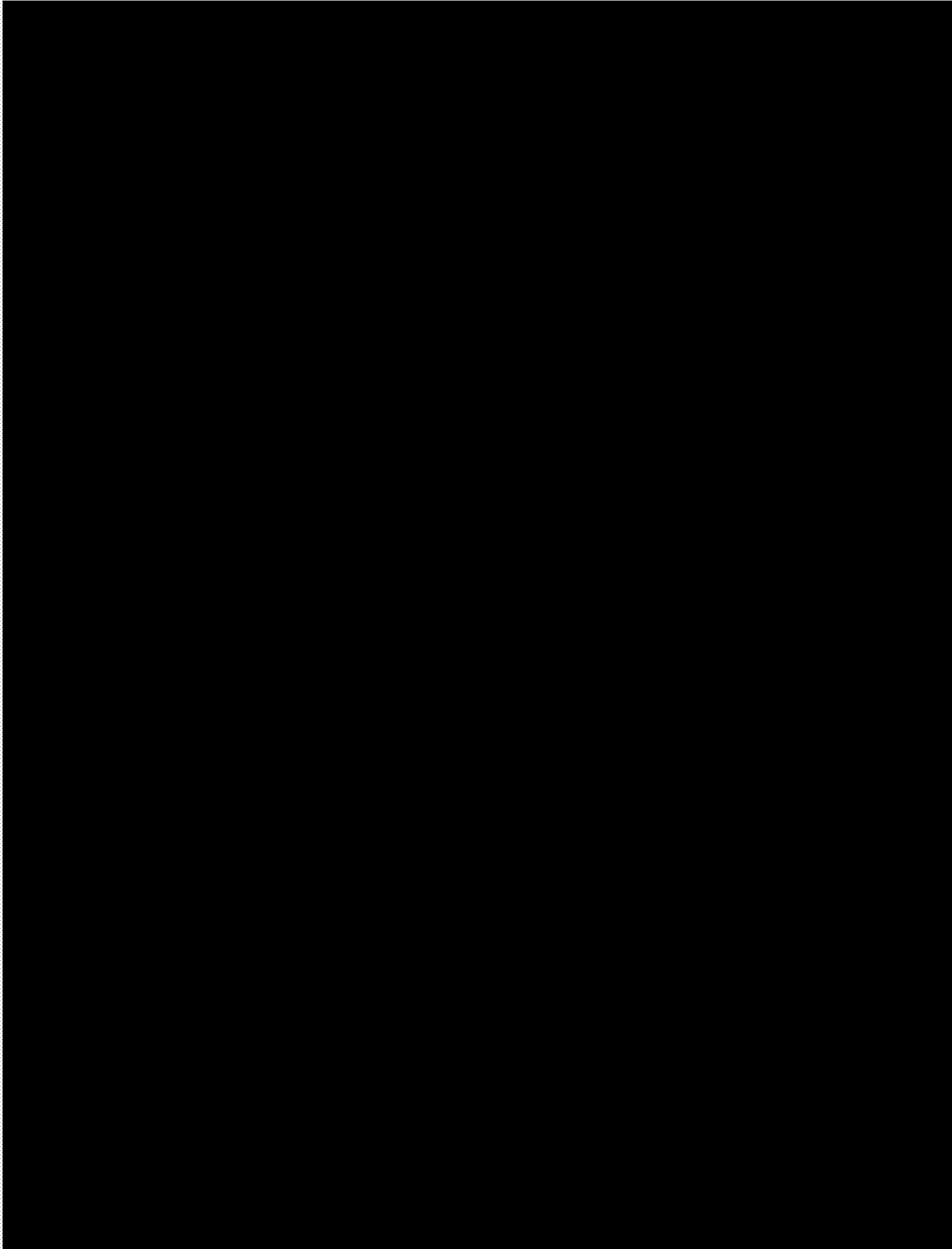
4.4 Further Assurances. I will help the Company secure its rights in the Inventions and Intellectual Property Rights relating thereto in any and all countries. If for any reason the Company cannot secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations, or other registrable Intellectual Property Rights, covering Inventions assigned to the Company, then I hereby irrevocably designate and appoint the Company and its duly authorized officers as my agent and attorney in fact, to act for and in my behalf 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 or copyright registrations with the same legal force and effect as if originally executed by me. If any such Inventions or Intellectual Property Rights cannot be assigned to the Company for any reason, I hereby grant to the Company an exclusive, royalty-free, transferable, irrevocable,

sublicenseable worldwide license to practice such rights. In any case, I hereby irrevocably waive any and all right and ability to assert any such rights against the Company and its affiliates, successors, assigns or licensees.

Section 5. Works for Hire.

All works of authorship that I prepare within the scope of my employment, including but not limited to writings, designs, diagrams, illustrations, photographs, videos and software (“Works”), are works made for hire for the Company. If and to the extent that any Work does not qualify under statute as a work made for hire, I hereby assign to the Company all my worldwide right, title and interest in and to all such Works. I hereby waive any rights and claims I may have in any jurisdiction to any moral rights with respect to any Work. The Company has all the rights of a copyright owner in all Works.





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Company Confidential

4811-6816-9553

PATENT
REEL: 050943 FRAME: 0854

Section 10. Disputes.

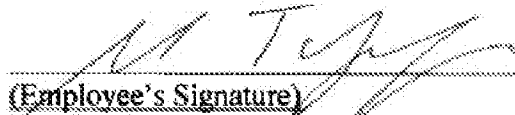
This Agreement shall be governed by and interpreted in accordance with the laws of the state of Utah, without regard to conflict of laws principles that would result in the application of any law other than the law of the state of Utah. Any court proceeding arising out of or relating to this Agreement must be brought in a state or federal court in Salt Lake City, Utah. I waive, to the fullest extent permitted by law: (a) any objection to venue and personal jurisdiction for any such proceeding brought in such court, and (b) any claim that any such proceeding brought in such court has been brought in an inconvenient forum. Nevertheless, the Company may bring an action for injunctive relief in any jurisdiction for the purpose of preventing the disclosure, use or transfer of Confidential Information or any Intellectual Property Right. In the event of any suit, action or arbitration to interpret or enforce this Agreement, the prevailing party shall be entitled to such party's attorney fees, costs, and out-of-pocket expenses, at trial and on appeal.

Section 11. General Provisions.

Each provision of this Agreement shall be treated as a separate and independent clause. If any provision or covenant of this Agreement is held to be invalid and unenforceable in whole or in part, the validity or enforceability of any other provision or covenant shall be unaffected. If a court determines that any restriction in this Agreement is unenforceable with respect to scope, time or geographical coverage, such restriction should be modified so as to provide the maximum permissible protection for the Company and its legally protectable interests, and without negating or impairing any other restrictions or agreements set forth herein. This Agreement is the entire agreement between the Company and me regarding the subject matter of this Agreement, and supersedes all prior oral and written agreements, commitments and understandings regarding the same. No modification of or amendment to this Agreement shall be effective unless it is in writing, expressly refers to this Agreement, and is signed by both parties. No provision of this Agreement may be waived, except in a writing executed by the party against whom the waiver is sought to be enforced. No failure or delay in requiring performance or satisfaction of any provision of this Agreement, and no course of dealing between the parties, shall constitute a waiver or estoppel of any provision hereunder. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, and its successors, assigns and parties in interest as set forth below.

[signatures follow on next page]

I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF
INDEPENDENT LEGAL COUNSEL REGARDING THIS AGREEMENT.
I HAVE READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS
AGREEMENT.



(Employee's Signature)

Mikhail Toupikov

(Print/Type Name)

Date: 5/15/2018

Address: 1810 Belmont Lane, Unit A
Redondo Beach, CA 90278

Accepted by the Company:

By: 

Name: LUKAS PIETER

Title: CFO
