505834442 12/23/2019

PATENT ASSIGNMENT COVER SHEET

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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
TIMOTHY K. KLEMP	05/27/2010

RECEIVING PARTY DATA

Name:	NPOINT, INC.	
Street Address:	3030 LAURA LANE	
City:	MIDDLETON	
State/Country:	WISCONSIN	
Postal Code:	53562	

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	8424364

CORRESPONDENCE DATA

Fax Number: (608)252-9243

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 6082558891

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ATTORNEY DOCKET NUMBER:	56354034
NAME OF SUBMITTER:	MARCIA LAYTON
SIGNATURE:	/marcialayton/
DATE SIGNED:	12/23/2019

Total Attachments: 2

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PATENT 505834442 REEL: 051353 FRAME: 0425

Attachment C

AGREEMENT REGARDING WORKS OF AUTHORSHIP AND INVENTIONS AND COMPUTER PROGRAMS

- 1. Works of Authorship and Inventions. I agree that, as an employee of NPOINT, Inc. (the "Company") I will disclose promptly and fully to the Company any graphic, audio or visual work, whether published or unpublished and whether copyrightable or not in whatever form and whatever media ("Works of Authorship"), and all ideas, technology, research, laboratory results, methods, processes, inventions, improvements or discoveries ("Inventions") made or conceived by me, either individually or jointly with others, in the course of, and for one (1) year following the termination of, my employment by the Company or my consulting agreement with the Company and related to the business of the Company at the time of the creation of such Works of Authorship or Inventions. Such Works of Authorship and Inventions, whether patentable or copyrightable or not, will be and remain the sole and exclusive property of the Company, except that the copyright in Works of Authorship consisting of only articles accepted for publication by peer review journals may be assigned to such journals if required as condition of publication. I will keep and maintain adequate and current written records of all Works of Authorship and Inventions, in the form of notes, including laboratory notebooks, sketches, drawings, and reports relating thereto, which records will be and remain the property of and available to the Company at all times. I hereby assign to the Company all rights, title and interest in and to all such Works of Authorship and Inventions and further agrees to assign any such Works of Authorship and Inventions which I may make or conceive, whether individually or jointly with another during my employment and/or consulting arrangements with the Company for one (1) year following the termination of such employment or association with the Company in every proper way (at its expense):
 - (a) to obtain patents and registrations of copyrights and any like form of protection for such Works of Authorship and Inventions in any and all countries selected by the Company by providing information required by the Company and signing all applications, assignments and other documents the Company deems necessary to obtain such patents and copyrights and vest title in the Company, and
 - (b) in any controversy or legal proceeding relating to such Works of Authorship and Inventions, or to the patents and copyrights resulting therefrom.

Notwithstanding anything to the contrary contained in this Paragraph 1, nothing in this Agreement will apply to an Invention or Work of Authorship for which no Company resources and no Trade Secret or Confidential Business Information of the Company are used, which I develop on my own time and which does not relate to the business of the Company at the time of the creation of such Invention or Work of Authorship.

2. <u>Computer Programs</u>. In the event that I, during the course of my employment or subsequent association with the Company as a consultant, design, develop, or write one or more computer programs (collectively "Programs"), I will provide the Company sufficient program materials to enable the Company to use, modify, enhance and prepare derivative works from the Program, in-

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cluding but not limited to, flow charts, object code, source code and support documentation (collectively "Program Materials").

I agree that all Programs, Program Materials, reports and other data or materials that I create or develop or that are furnished by the Company to me during the course of my employment or subsequent association with the Company as a consultant will be and remain the property of the Company, subject to the limitation set forth in Paragraph 1 above. I specifically agree that all copyrighted materials generated or developed in the course of my employment or any subsequent association with the Company as a consultant will be considered works made for hire and that such material will, upon creation, be owned exclusively by the Company. To the extent that any such material may not be considered works made for hire under applicable law, I hereby assign to the Company the ownership of all copyrights in such materials, without any additional payment, and the Company will be entitled to obtain and hold in its own name all copyrights for such materials.

If and to the extent I may, under applicable law, be entitled to claim any ownership interest in the Programs, Program Materials, reports and other data or materials created or developed by me in the course of my employment or subsequent association with the Company as a consultant, I hereby transfer, grant, convey, assign and relinquish exclusively to the Company all of my right, title and interest in and to such materials under patent, copyright, trade secret and trademark law.

I agree to perform all acts that the Company deems necessary or desirable to evidence full transfer of the ownership in all materials designated under this Paragraph 2 to the Company to the fullest extent possible, including but not limited to, signing further written assignments in a form acceptable to the Company.

I agree to the terms of this Agreement Regarding Works of Authorship and Inventions and Computer Programs.

Suit 11	10 mgz	Dated:	5/67/10
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