

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5976667

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	ALBERT CHEN	02/20/2017
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	R-STOR INC.	
<b>Street Address:</b>	12930 SARATOGA AVE.	
<b>Internal Address:</b>	SUITE D2	
<b>City:</b>	SARATOGA	
<b>State/Country:</b>	CALIFORNIA	
<b>Postal Code:</b>	95070	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16185762
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(949)567-6710	
<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>		
<b>Phone:</b>	9495676700	
<b>Email:</b>	ipprosecution@orrick.com	
<b>Correspondent Name:</b>	ORRICK HERRINGTON & SUTCLIFFE LLP	
<b>Address Line 1:</b>	2050 MAIN STREET	
<b>Address Line 2:</b>	SUITE 1100	
<b>Address Line 4:</b>	IRVINE, CALIFORNIA 92614	
<b>ATTORNEY DOCKET NUMBER:</b>	35971.4011	
<b>NAME OF SUBMITTER:</b>	DAVIN STOCKWELL	
<b>SIGNATURE:</b>	/Davin Stockwell/	
<b>DATE SIGNED:</b>	02/21/2020	
<b>Total Attachments: 9</b>		
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## **CONFIDENTIAL INFORMATION AND INVENTION ASSIGNMENT AGREEMENT**

*Employee Name:* Albert Hse-Lin Chen

*Effective Date:* 02/20/2017

### **1. DEFINITIONS**

a. Confidential Information. "Confidential Information" describes any non-public information that relates to the actual or anticipated business, research or business development planning or activities of Company and any proprietary information, technical data, formulae, trade secrets, and know-how of Company, whether disclosed directly or indirectly, in writing, orally, or by inspection or observation. "Confidential Information" includes, but is not be limited to technical information, budgets, notebooks, client and customer lists, contact lists, business plans, pricing, inventory lists, lists of suppliers, design and manufacturing techniques, business data, computer programs, the buying habits, practices, customs or traditions of any customers, marketing methods and related data, credit information, costs of materials and the prices for selling products and services, and all other information of a technical or commercial nature relating to the business and affairs of Company that has not been made available to the general public.

### **2. CONFIDENTIAL INFORMATION – NON DISCLOSURE AGREEMENT**

a. Disclosure. Employee agrees at all times during the period of employment, and at all times thereafter, to hold Confidential Information in strictest confidence and not use it for any purpose except for the benefit of Company to fulfill Employee's employment obligations. Employee will not disclose Confidential Information to any third party without written authorization of an officer of Company.

b. Confidential Information Is Property of Company. Employee acknowledges that all Confidential Information is and shall remain Company's sole property. Employee will take all reasonable precautions to prevent any unauthorized disclosure of Confidential Information. In the event of termination of employment with Company, Employee shall promptly deliver all Confidential Information in Employee's possession or control to Company and shall retain no archival copies.

### **3. INVENTIONS**

a. Inventions Defined. "Inventions" means inventions, original works of authorship, developments, concepts, improvements, designs, formulae, discoveries, ideas, know-how, trademarks, and trade secrets, whether or not patentable or registrable, under copyright or similar laws, that Employee may solely or jointly conceive, develop, or reduce to practice while employed by Company.

b. Assignment of all Rights in Inventions; Disclaimer of Rights in Copyrights. Employee hereby irrevocably assigns to Company on behalf of Employee and Employee's representatives, administrators, beneficiaries, agents, employees, and assigns all right, title and interest worldwide to all Inventions. In addition, all original works of authorship that are made by Employee (solely or jointly with others) within the scope of and during the period of Employee's employment with Company and that are protectible by copyright are "works made for hire" as that term is defined in the United States Copyright Act and Company will be considered the author of these works and shall own all copyrights to these works. To the extent that Employee, as a part of Employee's services to Company, contributes to the development or creation of any Materials, Employee disclaims all rights to such Materials and shall not use same or retain copies, including archival copies, of such Materials during or after Employee's employment is terminated, including but not limited to the use of such Materials in portfolios or advertising, without the Company's prior written consent. Employee agrees that Employee shall not sign or attach any representations or markings to such Materials which in any way identify the Employee.

c. Inventions Retained and Licensed. Employee has attached to this Agreement, as Schedule A, a list describing all Inventions that were made by Employee prior to Employee's employment with Company, that relate to the Company's business, products, or research and development, and that are not assigned to Company under this Agreement (collectively, "Prior Inventions"). If no list is attached, Employee represents that there are no Prior Inventions. If, in the course of Employee's employment with Company, Employee utilizes a Prior Invention, Company is granted a nonexclusive, royalty-free, irrevocable, perpetual, world-wide license to make, have made, modify, use, and sell the Prior Inventions without restriction of any kind.

d. Further Assurances. Employee agrees to execute any and all documents necessary to protect Company's rights or interests in such Inventions and any related copyrights, patents, or other intellectual property rights in any and all countries.

#### 4. NON COMPETITION AND NON SOLICITATION

a. Non-Competition. Employee shall not during Employee's employment directly or indirectly render any services of a business, commercial or professional nature to any other person or organization, whether for compensation or otherwise, which person or organization competes with Company, or which would prevent Employee from rendering the agreed services to Company to the fullest extent possible during Employee's employment.

b. Non-Solicitation of Customers. Employee agrees that Employee shall not directly or indirectly solicit any customers of Company at any time after termination of Employee's employment with Company using Confidential Information. This requirement shall be enforceable as long as permitted by law.

c. Non Solicitation of Employees. Employee agrees that Employee shall not during Employee's employment with Company and for twelve (12) months after termination of employment, induce or attempt to induce any other employee of Company

to discontinue employment with Company for the purpose of seeking or commencing employment with any competitor of Company.

d. Notification to New Employer. Upon termination of Employee's employment with Company, Company may notify Employee's new employer about the parties' rights and obligations under this Agreement.

## 5. EQUITABLE REMEDIES AND INJUNCTIVE RELIEF

Employee agrees that any breach of this Agreement by Employee will cause irreparable damage to Company and that in the event of such breach, Company shall have, in addition to any and all remedies of law, the right to an injunction, specific performance or other equitable relief to prevent the violation of Employee's obligations hereunder.

## 6. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes and replaces any other agreements or understandings between them with respect to the subject matter of this Agreement. This Agreement may not be changed, modified, waived, released, discharged, abandoned or terminated, in whole or in part, except by an instrument in writing signed by the Company.

b. Survival. This Agreement shall survive the termination of employment.

c. Severability. If one or more of the provisions of paragraphs of this Agreement shall be held to be illegal or otherwise void or invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

d. Conflict in Laws Applicable to Employee. Employee and Company understand that the laws and public policies of various states or countries might differ as to the validity and enforceability of the provisions of this Agreement. It is the intent of the parties that all provisions of this Agreement be enforced to the fullest extent possible in accordance with the laws and public policies of the State of California, unless the laws of the jurisdiction in which the Employee is employed do not permit such enforcement.

e. Attorneys Fees and Costs. If either party shall retain legal counsel or bring an action or arbitration against the other for matters arising from or related to this Agreement, or the enforcement of any provision thereof, the unsuccessful party shall pay to the prevailing party reasonable attorneys' fees and costs.

f. Governing Law. The interpretation, application, and effect of this Agreement shall be governed by the laws of the State of California without regard to conflict of law principles. The parties hereto submit and consent to the jurisdiction and venue of the state court in San Francisco County, California for any claims or legal actions by one party against the other arising out of the relationship between the parties contemplated herein (whether or not arising under this Agreement).

g. Binding. This Agreement shall be binding upon the heirs, executors, administrators, and successors of Employee and the agents, successors and assigns of Company.

h. No Effect on At-Will Employment. Although it is understood that Employee's employment or continued employment is contingent on the acceptance and observance of this Agreement, this Agreement shall not alter the at-will character of the Employee's employment which may be terminated, with or without advance notice, by either Employee or Company at any time.

i. Reaffirm Obligations. Upon termination of Employee's employment relationship with Company, Employee, if requested by Company, shall reaffirm in writing Employee's recognition of the importance of maintaining the confidentiality of Company's Confidential Information, disclose the identity of Employee's new employer or business ventures, and reaffirm any of Employee's obligations set forth in this Agreement.

j. Confidential Information of Prior Employers. Employee will not disclose or use during the period of Employee's employment with Company any proprietary or confidential information which Employee may have acquired through a previous employment or acquired from any other third party, whether such information is in Employee's memory or embodied in writing or other physical form.

k. Understand Agreement. Employee represents and warrants that Employee has read and understood each and every provision of this Agreement, and Employee understands that Employee is free to obtain advice from legal counsel of choice, if desired, in order to interpret the provisions of this Agreement.

Employee

A handwritten signature in cursive script that reads "Albert Chen".

Albert Hse-Lin Chen

Dated: 02/20/2017

Accepted and Agreed to:



Name: Giovanni Coglitore

Title: Chief Executive Officer

## EXHIBIT A

### LIST OF PRIOR INVENTIONS

### AND ORIGINAL WORKS OF AUTHORSHIP

### EXCLUDED UNDER SECTION 4(A) AND CONFLICTING AGREEMENTS

### DISCLOSED UNDER

### SECTION 10(B)

The following is a list of (i) all inventions that belong solely to me or belong to me jointly with others, and that relate in any way to any of the Company's actual or proposed businesses, products, services, or research and development, and which are not assigned to the Company pursuant to this Agreement and (ii) all agreements, if any, with a current or former client, employer, or any other person or entity, that may restrict my ability to accept employment with the Company or my ability to recruit or engage customers or service providers on behalf of the Company, or otherwise relate to or restrict my ability to perform my duties for the Company or any obligation I may have to the Company:

#### Example Invention

Except as indicated above on this exhibit, I have no inventions, improvements or original works to disclose pursuant to Section 4(a) of this Agreement and no agreements to disclose pursuant to Section 10(b) of this Agreement.

## EXHIBIT B

**For Employees in California, Section 2870 of the California Labor Code is as follows:**

a. Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer

shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

1. Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or
  2. Result from any work performed by the employee for the employer.
- b. To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

**For Employees in Illinois, Chapter 765, Section 1060/2 of the Illinois Compiled Statutes is as follows:**

1. A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this State and is to that extent void and unenforceable. The employee shall bear the burden of proof in establishing that his invention qualifies under this subsection.
2. An employer shall not require a provision made void and unenforceable by subsection (1) of this Section as a condition of employment or continuing employment. This Act shall not preempt existing common law applicable to any shop rights of employers with respect to employees who have not signed an employment agreement.
3. If an employment agreement entered into after January 1, 1984, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer.

**For Employees in Kansas: Sections 44-130 of the Kansas Labor and Industries Code is as follows:**

a. Any provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer shall not apply to an invention for which no equipment, supplies, facilities or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

1.The invention relates to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

2.the invention results from any work performed by the employee for the employer.

b. Any provision in an employment agreement which purports to apply to an invention which it is prohibited from applying to under subsection (a), is to that extent against the public policy of this state and is to that extent void and unenforceable. No employer shall require a provision made void and unenforceable by this section as a condition of employment or continuing employment.

**For Employees in Minnesota, Section 181.78 of the Minnesota Labor, Industry Code is as follows:**

a. If an employment agreement contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer shall provide, at the time the agreement is made, a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless:

1.The invention relates directly to the business of the employer or to the employer's actual or demonstrably anticipated research or development; or

2.The invention results from any work performed by the employee for the employer.

b. Even though the employee meets the burden of proving the conditions specified in this section, the employee shall disclose, at the time of employment or thereafter, all inventions being developed by the employee, for the purpose of determining employer and employee rights in an invention.

**For Employees in Washington, Section 49.44.140 of the Washington Labor Regulations is as follows:**

1.A provision in an employment agreement which provides that an employee shall assign or offer to assign any of the employee's rights in an invention to the employer does not

apply to an invention for which no equipment, supplies, facilities, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed by the employee for the employer. Any provision which purports to apply to such an invention is to that extent against the public policy of this state and is to that extent void and unenforceable.

2. An employer shall not require a provision made void and unenforceable by subsection (1) of this section as a condition of employment or continuing employment.

3. If an employment agreement entered into after September 1, 1979, contains a provision requiring the employee to assign any of the employee's rights in any invention to the employer, the employer must also, at the time the agreement is made, provide a written notification to the employee that the agreement does not apply to an invention for which no equipment, supplies, facility, or trade secret information of the employer was used and which was developed entirely on the employee's own time, unless (a) the invention relates (i) directly to the business of the employer, or (ii) to the employer's actual or demonstrably anticipated research or development, or (b) the invention results from any work performed [performed] by the employee for the employer.

## EXHIBIT C

### TERMINATION CERTIFICATION

This is to certify that I do not have in my possession, nor have I failed to return, any devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, laboratory notebooks, flow charts, materials, equipment, other documents or property, or copies or reproductions of any aforementioned items belonging to Test, a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "Company").

I further certify that I have complied with all the terms of the Company's Confidential Information and Invention Assignment Agreement signed by me, including the reporting of any Inventions (as defined therein), conceived or made by me (solely or jointly with others) covered by that agreement, and I acknowledge my continuing obligations under that agreement.

I further agree that, in compliance with the Confidential Information and Invention Assignment Agreement, I will preserve as confidential all trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

I further agree that for twelve (12) months from the date of this Certification, I shall not either directly or indirectly solicit, induce, recruit or encourage any of the Company's employees or consultants to terminate their relationship with the Company, or attempt to solicit, induce, recruit, encourage or take away employees or consultants of the Company, either for myself or for any other person or entity.

Further, I agree that I shall not use any Confidential Information of the Company to negatively influence any of the Company's clients or customers from purchasing Company products or services or to solicit or influence or attempt to influence any client, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company.

Further, I acknowledge that the Company has valuable Trade Secrets (as defined by applicable law from time to time) to which I have had access. I understand that the Company intends to vigorously pursue its rights under applicable Trade Secrets law if, during a period of twelve (12) months from the date of this Certification, I solicit or influence or attempt to influence any client, licensor, licensee, customer or other person either directly or indirectly, to direct any purchase of products and/or services to any person, firm, corporation, institution or other entity in competition with the business of the Company. Thereafter, the Company intends to vigorously pursue its rights under applicable Trade Secrets law as the circumstances warrant.