

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT5976671

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	JESSE BARNES	07/01/2018
<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: 5</b>		
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## CONFIRMATORY ASSIGNMENT AGREEMENT

This Confirmatory Assignment Agreement (“*Agreement*”) is made effective as of the date first written below (“*Effective Date*”), by and between the undersigned individual (“*Assignee*”) and R-STOR INC. (“*Company*”).

### RECITALS

A. Assignee is or was an employee and/or consultant of the Company and previously performed work for and provided services to the Company.

B. It was intended that Assignee assign to the Company any and all of Assignee’s Intellectual Property Rights that relate to the Assignee’s work for or services to the Company or to the Company’s business or products.

C. The assignment contained in this Agreement confirms Assignee’s and the Company’s original intent by assigning, transferring and confirming the assignment and transfer to the Company of any and all right, title and interest in and to the Assignee IPR and is made to document the parties’ prior understanding and agreement and perfect the Company’s ownership rights in the Assignee IPR without conflict.

**NOW THEREFORE**, in consideration of the promises herein and other good and valuable consideration, the receipt and sufficiency of which Assignee hereby acknowledges, the parties agree as follows:

### 1. DEFINITIONS.

1.1 “Intellectual Property Rights” means all tangible and intangible rights throughout the world associated with: works of authorship throughout the world, including but not limited to, copyrights, moral rights, and mask works; trade secret rights; patents, designs, algorithms, and other intellectual and/or industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise; and, all registrations, initial applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in the foregoing).

1.2 “Assignee IPR” means all Intellectual Property Rights resulting from any work or services performed by Assignee on behalf of the Company.

1.3 “Moral Rights” means any right to claim authorship to or to object to any distortion, mutilation, or other modification or other derogatory action in relation to a work, whether or not such action would be prejudicial to the author’s reputation, and any similar right, existing under common or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or generally referred to as a “moral right.”

### 2. ASSIGNMENT OF RIGHTS.

2.1 Assignment. Assignee hereby irrevocably and perpetually assigns and transfers to the Company any and all of Assignee’s right, title and interest (i) to the Assignee IPR and (ii) in all rights to enforce such rights including the right to sue and recover any sums now or hereafter due or payable with respect to any of the Assignee IPR.

2.2 Waiver of Moral Rights. Assignee hereby waives and agrees never to assert any Moral Rights in or with respect to any and all of the Assignee IPR that may exist anywhere in the world, together with all claims for damages and other remedies asserted on the basis of Moral Rights.

2.3 Perfection of Assignment. Assignee shall execute such documents and take such steps as Company may reasonably require at the cost and expense of the Company to fulfill the provisions of and to give to the Company the full benefit of this Agreement.

### 3. **WARRANTIES AND REPRESENTATIONS.**

3.1 Valid Title. Assignee warrants to the Company that Assignee possesses complete and valid title to all Assignee IPR and, to Assignee's knowledge, that no third party can claim any right, title or interest in Assignee's IPR.

3.2 No Conflict. Assignee warrants to the Company that, to Assignee's knowledge, Assignee's development of Assignee's IPR does not conflict with any third party IPR, and that such development occurred solely through the means of Assignee exclusively using Assignee's or Company's property and equipment.

3.3 Complete Assignment. Assignee warrants to the Company that Assignee has not assigned any right, title and interest in and to any of the Assignee IPR to any third party. Assignee further represents and warrants that Assignee has not developed any Assignee IPR that is not included in this Assignment.

3.4 No Outside or Competing Activities. Assignee warrants to the Company that Assignee has not engaged in any outside activities in conflict with Assignee's current services for the Company. Assignee warrants to the Company that Assignee has not developed products or services that compete with or otherwise conflict with the Company's products or services.

3.5 Independent Development. To the extent that Assignee has developed products or services outside the scope of employment/engagement with the Company, those products and services are listed in Schedule 1.

### 4. **GENERAL PROVISIONS.**

4.1 Non-Waiver. The failure of any party at any time to require performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter, nor shall the waiver by any party of a breach of any provision hereof be taken or held to be a waiver of the provision itself.

4.2 Severability. If any term of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions shall continue in full force and effect, and the parties shall substitute a valid provision with the same intent and economic effect.

4.3 Applicable Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of California without regard to conflict of laws principles.

4.4 Entire Agreement. Upon execution, this Agreement shall constitute the entire agreement among the parties with respect to the subject matter hereof and merges all prior and contemporaneous

communications. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed on behalf of the parties by their respective duly authorized representatives.

4.5 Assignment. Assignee may not assign any rights or obligations hereunder without the prior express written consent of the Company. Company may assign this Agreement or any rights granted hereunder without Assignee's consent. Subject to the above restrictions on assignment, this Agreement shall inure to the benefit of and bind the successors and assigns of the parties.

4.6 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument.

4.7 Headings and References. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

**[remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties have executed this Agreement as evidenced by the duly authorized signatures below.

**Assignee**

Jesse Barnes

\_\_\_\_\_  
*printed name*

DocuSigned by:  
*Jesse Barnes*  
\_\_\_\_\_  
*signature*

**R-Stor Inc.**

DocuSigned by:  
*Jonathan Dooley*  
By: \_\_\_\_\_  
Jonathan Dooley

Name: \_\_\_\_\_

Title: Chief Financial Officer

Effective Date: July \_\_, 2018

Schedule 1

Outside Development Activities