

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6037261

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	DONALD GOYETTE	11/03/2013
RECEIVING PARTY DATA		
Name:	STRATUM VENTURES, LLC	
Street Address:	P.O. BOX 1068	
City:	CANTON	
State/Country:	GEORGIA	
Postal Code:	30169	
PROPERTY NUMBERS Total: 1		
Property Type	Number	
Application Number:	16390725	
CORRESPONDENCE DATA		
Fax Number:	(904)301-1279	
<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:	9048078209	
Email:	tsaitta@drivermcafee.com	
Correspondent Name:	THOMAS C. SAITTA	
Address Line 1:	1 INDEPENDENT DR.	
Address Line 2:	SUITE 1200	
Address Line 4:	JACKSONVILLE, FLORIDA 32202	
NAME OF SUBMITTER:	THOMAS C. SAITTA	
SIGNATURE:	/thomas c saitta/	
DATE SIGNED:	03/30/2020	
Total Attachments: 5		
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INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT (this "Agreement"), effective as of as of November 3, 2013, is made by DONALD GOYETTE ("Goyette"), a resident of the State of Connecticut, and STRATUM VENTURES, LLC, a limited liability company organized under the laws of the State of Georgia (the "Company").

WHEREAS, Goyette has contributed to the conception, creation, or development of the Company's products or Intellectual Property (as defined below) owned by the Company;

NOW THEREFORE, as an initial contribution to the Company and in consideration of Goyette's membership interest in the Company, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Intellectual Property. For purposes of this Agreement, "Intellectual Property" means all intellectual property and other similar proprietary rights in any jurisdiction worldwide, whether owned or held for use under license, whether registered or unregistered, including, without limitation, such rights in and to: (i) unregistered and registered trademarks and service marks, trademark and service mark applications, common law trademarks and service marks, trade dress and logos, trade names, business names, corporate names, product names and other source or business identifiers, certification marks, slogans, brand names, assumed names, and all other indicia of origin and the goodwill associated with any of the foregoing and any renewals and extensions of any of the foregoing; (ii) inventions, invention disclosures, drawings, discoveries, designs, processes, and improvements, whether or not patentable; (iii) issued patents and pending patent applications filed with the United States Patent and Trademark Office (the "USPTO") and any and all divisions, continuations, continuations in part, reissues, continuing patent applications, reexaminations, and extensions thereof, any counterparts claiming priority therefrom, utility models, patents of importation/confirmation, certificates of invention, certificates of registration and like rights; (iv) that certain provisional patent application (Application No. 62/660,352) filed with the USPTO on April 20, 2018; (v) that certain patent application (Appl. No. 16/390,725; Pub. No. 2019/0323451 A1) published on October 24, 2019 (Inventor: Donald Goyette, Bolivar, MO (US)) and titled "Liquid Piston Stirling Engine with Linear Generator"; (vi) any other national application for patent, international patent application that designates the United States of America, international design application that designates the United States of America, and

application to register a trademark under Section 1 or 44 of the Trademark Act, 15 U.S.C. § 1051, or 15 U.S.C. § 1126; (vii) any transfer or assignment from any third-party to Goyette of all or part of its right, title, and interest in a patent, patent application, registered mark, or a mark for which an application to register has been filed; (viii) any document which Goyette has recorded, intends to record, or may request to be recorded with the USPTO or which affects some interest in an application, patent, or registration; (ix) works of authorship, copyrights, copyright registrations and applications therefor and renewals, extensions and reversions thereof, unregistered copyrights, and all other copyrightable works; (x) customer contact information, licensing and purchasing histories, manufacturing information, business plans and product roadmaps; (xi) technology, computer programs, computer software, including without limitation, source and object code, application programming, firmware, user interfaces, manuals, models, firmware, algorithms and implementations thereof, development tools, flow charts, programmers' annotations and notes, and other work product used to design, plan, organize, maintain, support or develop any of the foregoing, irrespective of the media on which it is recorded, and other software related specifications, materials and documentation; (xii) databases, data and data collections; (xiii) trade secrets, other proprietary information, know-how, methodologies, processes, technical data, techniques, methods, compositions, ideas, procedures, concepts and tools (whether or not patentable or reduced to practice), formulas, business and technical information, know-how, non-public information, and confidential information and rights to limit the use or disclosure thereof by any person; (xiv) product designs, reference designs, specifications, and documentation; and (xv) moral rights. With respect to each of the foregoing, "Intellectual Property" includes all: (a) claims, causes of action and defenses relating to the enforcement of any of the foregoing, including for past infringement, (b) the goodwill associated with any of the foregoing; (c) any rights derived therefrom; and (d) all tangible documentation relating to any of the foregoing including registrations of, applications for the registration of, and renewals and extensions of any of the foregoing with or by any governmental authority.

2. Confidentiality.

(a) Goyette acknowledges that the Company possesses certain confidential and proprietary information and is engaged in a continuous program of research, development, production, and marketing in connection with its business. Goyette further acknowledges that it is critical for the Company to preserve and protect its Intellectual Property and confidential and

proprietary information and prevent its unauthorized use and disclosure. Through his employment by, engagement with, or membership in the Company, Goyette acknowledges that he has had or will have access to and/or develop Intellectual Property and confidential and proprietary information of actual or potential value to or otherwise useful to the Company, and that such Intellectual Property and confidential and proprietary information constitutes a protectable and "legitimate business interest" of the Company pursuant to O.C.G.A. § 13-8-51. Goyette, therefore, represents and warrants that Goyette will hold such Intellectual Property and confidential and proprietary information of the Company in strictest confidence and will not, without the express written authorization of the Company, disclose, use, or authorize anyone else to disclose or use any Intellectual Property and confidential and proprietary information of the Company on behalf of Goyette or any person or entity other than the Company.

(b) No license, either express or implied, is hereby granted to Goyette by the Company to use any Intellectual Property and confidential and proprietary information of the Company.

3. Assignment of Intellectual Property.

(a) Any Intellectual Property designed, devised, developed, perfected, or made by Goyette while employed by or engaged with the Company will be promptly disclosed to the Company by Goyette and become the property of the Company, and Goyette hereby assigns, transfers, and conveys such Intellectual Property to the Company. Goyette further agrees to make and provide to the Company any documents, instruments, or other materials necessary or convenient to vest, secure, evidence, or maintain the Company's ownership of the Intellectual Property, and patents, copyrights, trademarks and similar foreign and domestic property rights with respect to the Intellectual Property.

(b) It is the intention of the parties hereto that all rights, including without limitation copyright, in any product, software (including source code, object code, models, and algorithms) reports, surveys, marketing, promotional and collateral materials, designs, drawings, plans, and inventions prepared by Goyette pursuant to the terms of this Agreement, or otherwise for the Company (hereinafter the "**Work**") vest in the Company. The parties expressly acknowledge that the Work was specially ordered or commissioned by the Company, and further agree that it will be considered a "Work Made for Hire" within the meaning of the patent and copyright laws of the United States and that the Company is entitled, as author, to the copyright and all other rights therein, throughout the world, including, but not limited to, the right to make such changes therein

and such uses thereof, as it may determine in its sole and absolute discretion. If for any reason the Work is not considered a Work Made for Hire under the copyright law, then Goyette grants and assigns to the Company, all of his rights, title, and interest in and to all intellectual property conceived, created, or developed by Goyette during his employment by or engagement with the Company, including but not limited to, the patent or copyright therein throughout the world (and any renewal, extension, or reversion copyright now or hereafter provided), and all other rights therein of any nature whatsoever, whether now known or hereafter devised, including, but not limited to, the right to transfer, license, amend, and modify such Intellectual Property, and such uses thereof, as Company may determine in its sole and absolute discretion.

(c) Goyette will at all times fully assist the Company, in obtaining patent, copyright, or other legal protection for such Intellectual Property in any and all countries. In the event the Company is unable to secure Goyette's signature to any lawful document required to obtain such protection, Goyette hereby irrevocably appoints the Company to act as his attorney-in-fact to execute such documents.

4. Reasonable Restrictions. Goyette has carefully read and considered the provisions of this Agreement, and, having done so, agrees that the restrictions set forth therein are fair and reasonable and are reasonably required for the protection of the interests of the Company.

5. Hold Harmless and Indemnification. To the fullest extent permitted by law, Goyette will secure, defend, protect, hold harmless, and indemnify the Company and any of its respective agents, servants, and employees against any liability, loss, claims, demands, suits, costs, fees, and expenses whatsoever arising from bodily injury, sickness, disease (including death resulting there from), of any persons, or damage or destruction of any property or loss of use arising out of or in connection with the performance of any Work relating to this Agreement, based upon any act or omission, negligent or otherwise, of Goyette or any of his agents, employees, servants.

6. Counterparts and Signatures. The parties may sign several identical counterparts of this Agreement. Any fully signed counterpart will be treated as an original. Facsimile or email transmission of an original signature will be construed as an original signature for purposes of this Agreement. For purposes of construing this Agreement, the parties agree to be bound by the "Uniform Electronic Transactions Act", codified at O.C.G.A. § 10-12-1, et seq., and expressly agree that an electronic signature will be enforceable.

7. Successors and Assigns. This Agreement will be binding upon and insure to the benefit of the Company and Goyette and their successors and assigns; *provided however*, that Goyette may not assign nor delegate any of its rights or obligations hereunder, without first obtaining the written consent of the Company. The Company may assign and delegate any of its rights or obligations hereunder at any time without prior approval of Goyette.

8. Negotiated Agreement. Goyette acknowledges that he was given the opportunity to be represented by experienced counsel in connection with the negotiation of this Agreement, and the parties agree that this Agreement will be construed as drafted by both parties, as parties of equivalent bargaining power, and not for or against either of them as the drafter.

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior written and oral agreements and understandings between the parties with respect to the subject matter hereof.

10. Governing Law. The validity, performance, construction and effect of this Agreement will be governed by the substantive laws of the State of Georgia without regard to the provisions for choice of law thereunder.

IN WITNESS WHEREOF, Goyette has executed and delivered this Agreement, and the Company has caused this Agreement to be executed by its duly authorized officer.


DONALD GOYETTE

STRATUM VENTURES, LLC, a Georgia
limited liability company

By: 
Name: JOHN B. BRANDRETH, III
Its: Manager/Member