506081811 05/29/2020

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6128527

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
JASON BREAKSTONE	05/13/2018

RECEIVING PARTY DATA

Name:	me: LIQID INC.	
Street Address:	Street Address: 329 INTERLOCKEN PARKWAY, SUITE 200	
City:	BROOMFIELD	
State/Country:	COLORADO	
Postal Code:	80021	

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16866000

CORRESPONDENCE DATA

Fax Number: (720)293-9822

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: 720-562-2280

Email: janet@setterroche.com
Correspondent Name: SETTER ROCHE LLP

Address Line 1: 1860 BLAKE STREET, SUITE 100
Address Line 4: DENVER, COLORADO 80202

ATTORNEY DOCKET NUMBER:	835.0032CIP
NAME OF SUBMITTER:	DAVID J. BOVITZ
SIGNATURE:	/David J. Bovitz/
DATE SIGNED:	05/29/2020

Total Attachments: 6

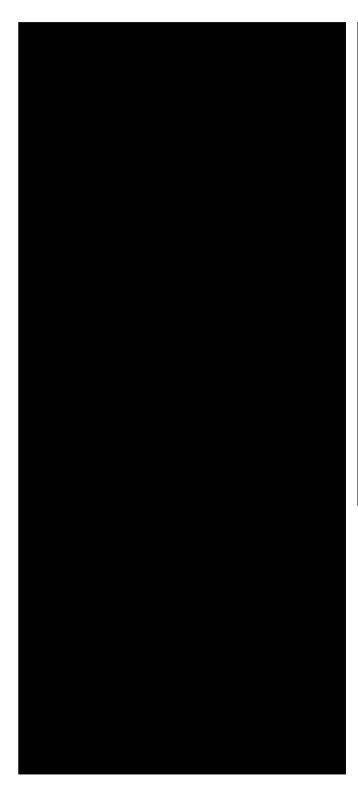
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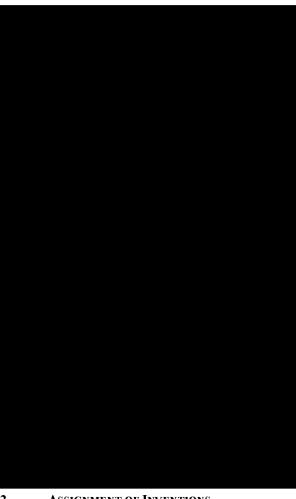
source=Assignment - Breakstone#page1.tif source=Assignment - Breakstone#page2.tif source=Assignment - Breakstone#page3.tif source=Assignment - Breakstone#page4.tif source=Assignment - Breakstone#page5.tif source=Assignment - Breakstone#page6.tif

EXHIBIT 4

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

In consideration of my employment or continued employment by Liqid Inc., a Delaware corporation, and its successors or assigns ("Company"), and the compensation now and hereafter paid to me. I hereby agree as follows:





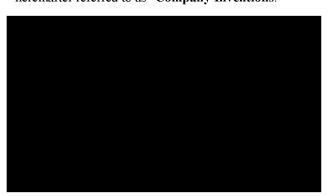
2. ASSIGNMENT OF INVENTIONS.

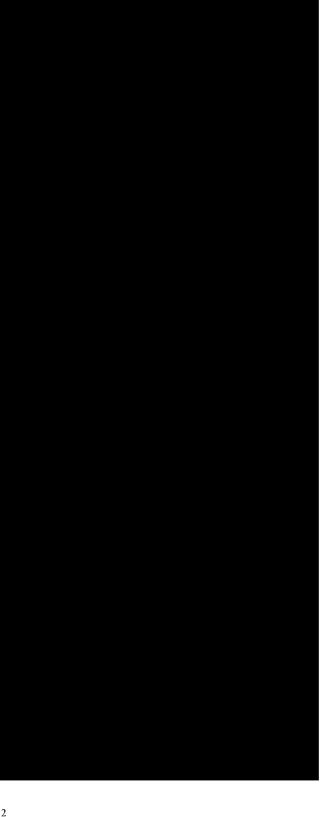
- Proprietary Rights. The term "Proprietary Rights" shall mean all trade secret, patent, copyright, trademark, trade name, service mark, and other intellectual property rights throughout the world.
- Prior Inventions. Inventions, if 2.2 any, patented or unpatented, which I made prior to the commencement of my employment with Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on Exhibit A (Previous Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be

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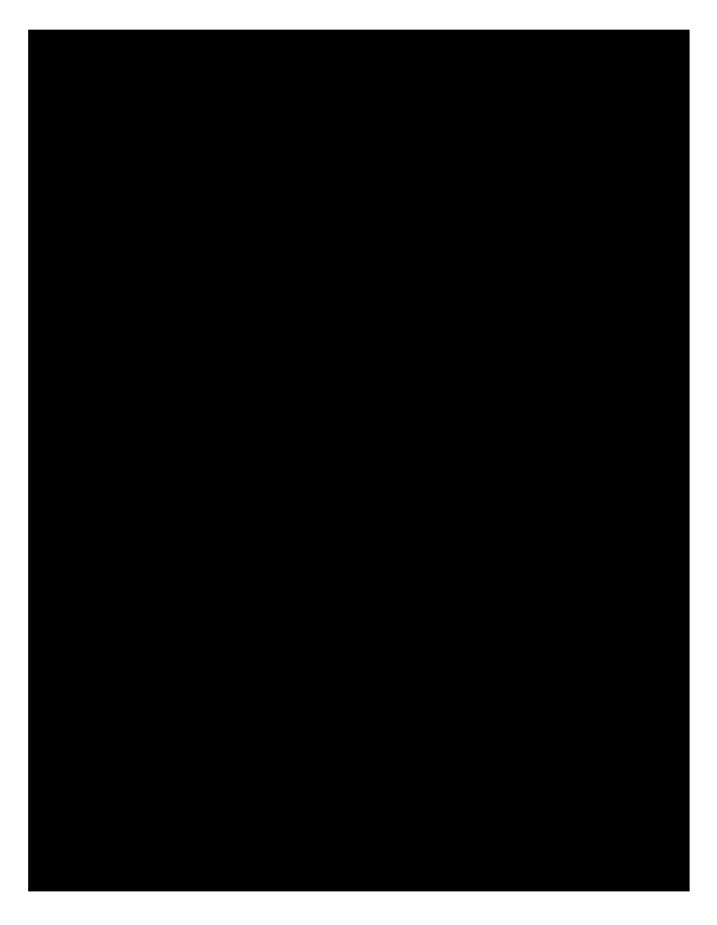
conceived, developed or reduced to practice prior to the commencement of my employment with Company, that I consider to be my property or the property of third parties and that I wish to have excluded from the scope of this Agreement (collectively referred to as "Prior Inventions"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in Exhibit A but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. If no such disclosure is attached. I represent that there are no Prior Inventions. If, in the course of my employment with Company, I incorporate a Prior Invention into a Company product, process or machine, Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to use, make, have made, offer for sale such Invention, and to reproduce, create derivative works of, distribute, publicly perform and publicly display such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without Company's prior written consent.

Assignment of Inventions. Subject to Sections 2.4 and 2.6, I hereby assign and agree to assign in the future (when any such Inventions or Proprietary Rights are first reduced to practice or first fixed in a tangible medium, as applicable) to Company all my right, title, and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my employment with Company. Inventions assigned to Company, or to a third party as directed by Company pursuant to this Section 2, are hereinafter referred to as "Company Inventions."









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I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND ITS TERMS. I HAVE COMPLETELY FILLED OUT EXHIBIT A TO THIS AGREEMENT.

AGREED TO AND ACCEPTED:

Employee:

- -

(Signature)

Jason Breakstone

(Please print name)

Company:

Liqid Inc.

By:

(a Delaware corporation)

DocuSigned by:

Bryan Schramm, COO

Ехнівіт А

PREVIOUS INVENTIONS

TO:		Liqid Inc.		
FROM:		Jason Breakston	<u>e</u>	
DATE:		05/13/2018		
SUBJEC	T:	Previous Inventions		
relevant t	to the si le or co	ubject matter of my em	ployment by Liqid Inc., a Delay	ete list of all inventions or improvements ware corporation (" Company "), that have ly with others prior to my engagement by
ı	□ No	inventions or improven	nents.	
ĺ	Ճ Se	e below:		
	 Addition	nal sheets attached.		
respect to	inventi		nerally listed below, the propriet	ne disclosure under Section 1 above with tary rights and duty of confidentiality with
]	Inventio	on or Improvement	Party(ies)	Relationship
1.				
2.				
3.				
	Additio	nal sheets attached.		

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RECORDED: 05/29/2020