

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6155221

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

CONVEYING PARTY DATA

Name	Execution Date
DAVID JOHN EDWARDSON	06/10/2020

RECEIVING PARTY DATA

Name:	GLOBAL TRAFFIC TECHNOLOGIES, LLC
Street Address:	7800 THIRD STREET NORTH
City:	ST. PAUL
State/Country:	MINNESOTA
Postal Code:	55128

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16902454

CORRESPONDENCE DATA

Fax Number: (844)273-6099

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: 651-259-2301

Email: USPTO-patent@ip-firm.com

Correspondent Name: CRAWFORD MAUNU PLLC

Address Line 1: 1150 NORTHLAND DRIVE, SUITE 100

Address Line 4: ST. PAUL, MINNESOTA 55120

ATTORNEY DOCKET NUMBER:	GTTE.049PA
NAME OF SUBMITTER:	LEROY MAUNU
SIGNATURE:	/LeRoy Maunu/
DATE SIGNED:	06/16/2020

Total Attachments: 8

source=Assignment_and_ConfidentialityAgreement_10June2020#page1.tif
 source=Assignment_and_ConfidentialityAgreement_10June2020#page2.tif
 source=Assignment_and_ConfidentialityAgreement_10June2020#page3.tif
 source=Assignment_and_ConfidentialityAgreement_10June2020#page4.tif
 source=Assignment_and_ConfidentialityAgreement_10June2020#page5.tif
 source=Assignment_and_ConfidentialityAgreement_10June2020#page6.tif

source=Assignment_and_ConfidentialityAgreement_10June2020#page7.tif

source=Assignment_and_ConfidentialityAgreement_10June2020#page8.tif

ASSIGNMENT ACKNOWLEDGMENT

WHEREAS, I, David John Edwardson, residing at 660 Highway 96 W, Shoreview, MN 55126, made certain new and useful inventions and improvements for which I have executed an application for Letters Patent of the United States, entitled: **DYNAMIC ACTIVATION OF VIRTUAL PHASE SELECTORS FOR CONTROL OF TRAFFIC SIGNAL PREEMPTION** (Attorney Docket No. GTTE.049PA).

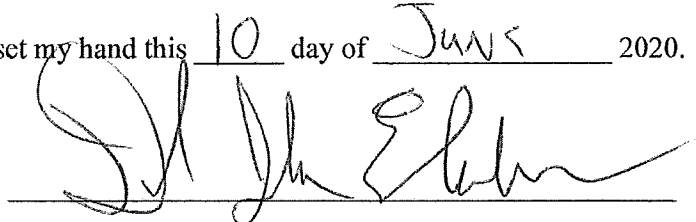
AND WHEREAS, Global Traffic Technologies, LLC a corporation organized and existing under and by virtue of the laws of the State of Delaware, and having an office and place of business at 7800 Third Street North, St. Paul, MN 55128 (hereinafter "Assignee") acknowledges receipt of the entire right, title and interest in and to said inventions, improvements and applications and in and to the Letters Patent to be obtained therefor;

NOW THEREFORE, to all whom it may concern, be it known that in the CONFIDENTIALITY, RESTRICTIVE COVENANT AND INVENTION AGREEMENT, dated March 27, 2008, and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, I have assigned and transferred to Assignee, its successors or assigns, all interest and right I may have to certain patentable inventions, patent applications, and patents resulting from our inventive efforts, including the application for Letters Patent for **DYNAMIC ACTIVATION OF VIRTUAL PHASE SELECTORS FOR CONTROL OF TRAFFIC SIGNAL PREEMPTION**.

AND, for the consideration aforesaid, I do hereby agree that I and my executors and legal representatives will make, execute and deliver any and all other instruments in writing including any and all further application papers, affidavits, assignments and other documents, and will communicate to said Assignee, its successors and representatives all facts known to me relating to said improvements and the history thereof and will testify in all legal proceedings and generally do all things which may be necessary or desirable more effectually to secure to and vest in said Assignee, its successors or assigns the entire right, title and interest in and to the improvements, inventions, applications, Letters Patent, rights, titles, benefits, privileges and advantages hereby sold, assigned and conveyed, or intended so to be.

AND, furthermore I covenant and agree with said Assignee, its successors and assigns, that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been made to others by me and that full right to convey the same as herein expressed is possessed by me.

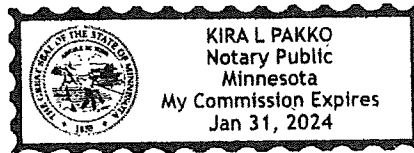
IN TESTIMONY WHEREOF, I have hereunto set my hand this 10 day of June 2020.



David John Edwardson

STATE OF Minnesota)
COUNTY OF Scott) ss.

On this 10th day of June 2020, before me personally appeared David John Edwardson, known to me to be the person described in and who executed the foregoing instrument, and he duly acknowledged to me that he executed the same for the uses and purposes therein set forth.



CONFIDENTIALITY, RESTRICTIVE COVENANT AND INVENTION AGREEMENT

This CONFIDENTIALITY, RESTRICTIVE COVENANT AND INVENTION AGREEMENT ("Agreement") is made by and between Global Traffic Technologies, LLC (Global Traffic Technologies, LLC, together with its parent and affiliates, the "Company"), and David Edwardson ("Employee").

1. **Purpose of Agreement.** Company and Employee acknowledge that the Company engages in the business of providing, among other things, the manufacturing, marketing, developing, and selling of (i) products used to control priority of access to roadway for vehicles; (ii) technology used to detect vehicles on roadways; and (iii) all related services to the products and technology referred to in (i) and (ii), including warranty, repair and software sales and support to its customers worldwide. The Company and Employee recognize the importance to the Company of obtaining Employee's loyalty and protecting the Company's rights with respect to its customers, business information, trade secrets and intellectual property. Accordingly, Employee has entered into this Agreement in consideration of his/her offer of employment, and in consideration of being given access to the Company's "Confidential Information."

2. **Confidential Information.**

2.1 **Definition of Confidential Information.** "Confidential Information" shall mean all information not generally known, including trade secrets (whether oral, written, or in other tangible form), which relates to the design, research, development, manufacture, marketing, assembly, installation, use, sale, marketing and/or distribution of the Company's goods or services, including, but is not limited to, trade secrets, customer information, potential prospect information, supplier information, personnel information, financial information, and information relating to such matters as research and development, customer or prospect lists, business contacts, service methods, sales promotions, profitability and pricing information, sales and marketing data or techniques, research and development techniques, computer software and all other information related to products, processes, equipment, machinery, apparatus, business operations, technical information, drawings, specifications, materials and the like. Such information derives independent economic value from being not generally known or readily ascertainable by other persons who could obtain economic value from its disclosure or use. Any information disclosed to Employee or to which Employee has access during the time of Employee's employment that Company reasonably considers to be Confidential Information, or which the Company treats as Confidential Information, will be presumed to be Confidential Information.

2.2 **Protection of Confidential Information.** Employee agrees not to directly or indirectly use or disclose any Confidential Information for the benefit of anyone other than the Company either during the course of Employee's employment with the Company, or at anytime after Employee ceases to be employed with the Company. Employee recognizes that the Confidential Information constitutes a valuable asset of the Company and hereby agrees to act in such a manner as to prevent its disclosure and use by any person unless such use is for the benefit of the Company. Employee's obligations

under this paragraph are unconditional and shall not be excused by any conduct on the part of the Company, except prior voluntary disclosure by the Company of the information. When Employee's employment with the Company ends, Employee will promptly turn over to the Company all notes, forms, correspondence, memoranda, notebooks, records, files, software, data, tapes, manuals, and all other items that disclose, describe, or embody Confidential Information, including all copies, reproductions, products and specimens, regardless of who prepared them.

3. **Restrictive Covenants.** Employee hereby acknowledges that the following provisions of this Agreement are reasonable and necessary for the protection of the Company:

3.1 **Definitions.** For purposes of this Agreement, the terms set out below are defined as follows:

A. **"Competitive Products and Services"** include any products used to control priority of access at any roadway or intersection for any authorized emergency, government, and transit vehicles, and technology used to detect vehicles on roadways or intersections that could be used to directly or indirectly compete with the Company. This also includes all related services to the products, existing technology, warranty, repair, and operating product software sales worldwide.

B. **"Customers"** include any individuals or entities which have purchased or received "Competitive Products and Services" from the Company during Employee's employment with the Company or within the three year period preceding the date that Employee ceases to be employed with the Company, whichever is longer.

C. **"Prospective Customers"** include any individuals or entities which have discussed the potential purchase of "Competitive Products and Services" from Company during Employee's employment with the Company or within the three year period preceding the date that Employee ceases to be employed with the Company, whichever is longer.

3.2 **Non-Solicitation of Customers.** During the term of this Agreement, and for a period of 24 months after Employee ceases to be employed with the Company, regardless of the reason for Employee's termination, Employee agrees to not, directly or indirectly, solicit in relation to any Competitive Products and Services any Customer or Prospective Customer on behalf of any individual or entity other than the Company. Employee agrees that for the same period after his/her employment with the Company ends, he/she will not in any way interfere or attempt to interfere with the Company's relationships with any of its Customers or Prospective Customers.

3.3 **Non-Solicitation of Employees.** During the term of this Agreement, and for a period of 24 months after Employee ceases to be employed with the Company, regardless of the reason for Employee's termination, Employee agrees to not, directly or indirectly,

hire, attempt to hire or otherwise solicit for employment any of the Company's employees on behalf of any individual or entity other than the Company which provides any Competitive Products and Services.

4.0 Intellectual Property and Inventions.

4.1 Intent. It is the intent of the parties that Company to the fullest extent possible, shall be the owner of all rights in any intellectual property or trade secrets developed by Employee during the course of his employment with the Company. Accordingly, the Company shall have the right to use, reproduce, license, sell or otherwise make use any intellectual property of trade secrets developed by Employee during the course of his employment with the Company or to contract with or license third parties with respect to the use, reproduction, licensing, sale or use of any such intellectual property or trade secrets.

4.2 Ownership of Copyright. Employee agrees that all drawings, specifications, documentation, software, Web site designs, video and any other tangible materials (including, without limitation, material delivered in machine-readable format) created during his employment with the Company (a) are "works of authorship" as defined in 17 U.S.C. §102; (b) meet the definition of "work made for hire" under 17 U.S.C. §101; and (c) are hereby expressly considered and agreed to be "works made for hire." Company is and shall be the author and owner of such works under 17 U.S.C. §201(b).

4.3 Assignment of Copyright. In the event any work of authorship does not meet the definition of "work made for hire," Employee hereby conveys and irrevocably assigns to Company the sole and exclusive right, title and interest in the ownership and copyright to work of authorship and all copies, including, but not limited to, the right to assign such ownership and copyright to third parties, without further consideration. Employee agrees to assist Company to perfect and/or register, to obtain extensions and renewals of, and from time to time to enforce, all patents, copyrights and protections relating to the works of authorship and any other works created by Employee during the course of his employment with Company. Company shall bear the expense of applying for and securing any such protections and Employee agrees to execute and deliver all documents requested by Employee in connection therewith. Employee hereby waives all moral rights to the works of authorship, including, without limitation, the rights of paternity and integrity. All works of authorship produced shall be for the exclusive use of Company and its licensees.

4.4 Patentable Material. During the course of Employee's employment with the Company Employee may develop or contribute to a patentable invention or process (collectively, "Patentable Material"). Unless and until the Patentable Material shall be the subject of letters of patent, each shall be considered and treated as Confidential Information pursuant to this Agreement. The parties agree that Company shall be the sole and exclusive owner of the Patentable Material

and any patent that may result from inventive efforts under this Agreement, including any contributions made thereto, if any, by Employee.

4.5 Filing Patent Application. Company, at its sole cost, may file any patent application for any Patentable Material which, in its sole discretion, Company deems appropriate. Employee, at Company's expense, shall cooperate to the fullest possible extent in the patent application process. Employee's cooperation shall include ensuring that any person under Employee's direction, including but not limited Employee, who adds any inventive contribution to the patentable material shall freely execute any patent application as a co-inventor and assign any and all such right therein to Company.

4.6 Assignment of Interest in Patent. Employee hereby assigns to Company all interest and right Employee may have to (i) Company's Confidential Information or trade secrets; (ii) any patentable invention; (iii) any patent application; and (iv) any resulting patent for any of Employee's inventive efforts.

4.7 Minnesota Statute. Pursuant to Minnesota Statutes §181.78, the provisions of this Section 4 shall not apply to an invention for which no equipment, supplies, facility or trade secret information of the Company was used and which was developed entirely on Employee's own time, and (1) which does not relate (a) directly to the business of the Company or (b) to the Company's actual or demonstrably anticipated research or development, or (2) which does not result from any work performed by Employee for the Company.

4.8 Other. Employee agrees that it will not provide the Company with any designs, plans, models, samples, software, computer code, integrated circuits, reports, business processes or other writing or product which Employee either knows or has reason to believe are covered by the valid patent, copyright, or other form of intellectual property rights of a third party.

5. Remedies for Breach of Agreement. In the event of a breach or threatened breach by Employee of any provision of this Agreement, the Company shall be entitled to the remedies set out below, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity.

5.1 Equitable Relief. Employee recognizes that his or her breach of this Agreement would result in irreparable damage to the Company that could not be remedied adequately by monetary damages. As a result, Employee agrees that if he or she breaches this Agreement, or in the event the Company reasonably believes that a breach may occur, the Company shall be entitled, in addition to any other legal or equitable remedies available to the Company, to an injunction (temporary and/or permanent) to restrain the violation of any and all such portions of this Agreement by Employee. Employee agrees that the 24 month periods identified in Paragraph 3 shall be extended by a period of time equal to the time period during which Employee is in breach of any of the provisions of

this Agreement or by a period of time equal to the time period during which litigation was pending to enforce the provisions of this Agreement, whichever is greater.

5.2 Attorneys' Fees. In addition to any other legal or equitable remedies available to it, the Company shall be entitled to the reasonable attorneys' fees it incurs in enforcing its rights under this Agreement from Employee.

6. At-Will Employment Status. This Agreement relates only to Employee's obligations with respect to the Company's rights concerning its customers, business and confidential information, and other business interests. This Agreement does not in any way alter the fact that Employee's employment with the Company is at-will, meaning Employee has the right at any time, and for any or no reason, to terminate his/her employment with or without notice, and that the Company has the same right.

7. Survival of Agreement. This Agreement expressly survives the termination of Employee's underlying employment relationship with the Company.

8. Miscellaneous

8.1 Integration. This Agreement embodies the entire agreement and understanding among the parties relative to the subject matter herein, and supersedes any prior agreements and understandings relating to such subject matter. In addition, the terms and conditions described in this Agreement supersede the terms and conditions of Employee's employment, benefits, non-competition and severance arrangements with Employee's prior employer. The Company will have no obligation to pay to Employee any benefits under any employee benefit plan, non-competition arrangement or severance arrangement maintained by Employee's prior employer.

8.2 Applicable Law and Venue. This Agreement and the rights of the parties shall be governed by and construed and enforced in accordance with the laws of the state of Minnesota. By entering into this Agreement, Employee expressly agrees to the jurisdiction of federal and state courts in Minnesota to adjudicate any dispute hereunder.


8.3 Future Modifications. This Agreement cannot be modified or amended except by a written instrument signed by the parties.

8.4 Severability. The invalidity or partial invalidity of any portion of this Agreement shall not invalidate the remainder thereof, and said remainder shall remain in full force and effect. Moreover, if one or more of the provisions contained in this Agreement shall, for any reason, be held to be excessively broad as to scope, activity, subject or otherwise, so as to be unenforceable at law, such provision or provisions shall be construed by the appropriate judicial body by limiting or reducing it or them, so as to be enforceable to the maximum extent compatible with then applicable law.

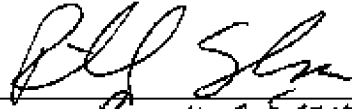
8.5 Assignment. The Company may assign its rights or obligations hereunder without prior written consent of Employee.

8.6 **Binding Effect.** Except as herein or otherwise provided to the contrary, this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, assigns and personal representatives.

EMPLOYEE


Name David Edwardson
Date 3/27/08

GLOBAL TRAFFIC TECHNOLOGIES, LLC


Name Richard Sacks
Title President
Date 3/27/08