

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6189086

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	THOMAS TEGER	12/10/2010
RECEIVING PARTY DATA		
Name:	LUXION, INC.	
Street Address:	15143 WOODLAWN AVE.	
City:	TUSTIN	
State/Country:	CALIFORNIA	
Postal Code:	92780	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Patent Number:	9183654
CORRESPONDENCE DATA		
Fax Number:		
<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:	7602492133	
Email:	docketing@esplin.legal	
Correspondent Name:	ESPLIN & ASSOCIATES, PC	
Address Line 1:	5411 AVENIDA ENCINAS	
Address Line 2:	STE 100	
Address Line 4:	CARLSBAD, CALIFORNIA 92008	
ATTORNEY DOCKET NUMBER:	02AA-071012	
NAME OF SUBMITTER:	CHELSEA PEARSALL	
SIGNATURE:	/Chelsea Pearsall/	
DATE SIGNED:	07/08/2020	
Total Attachments: 7		
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Luxion, Inc.

July 1, 2010

Advanced Lighting Technology

18101 Von Karman Avenue, 3rd floor
Irvine, CA 92612

<http://luxion.com>

Employment Agreement

Between

Luxion, Inc., a California corporation with its main offices at 18101 Von Karman Avenue, 3rd floor, Irvine, CA 92612, hereinafter referred to as "Employer",

And

Thomas Teger, _____, hereinafter referred to as the "Employee".

Employer and Employee are individually referred to as "Party" and collectively referred to as the "Parties".

RECITALS

WHEREAS Employer's main purpose is to sell, support, and market the KeyShot software product family;

WHEREAS Employer has offered Employee the position of Vice President of Marketing on the terms and conditions described in this Agreement;

WHEREAS Employee has agreed to be employed with Employer in the position of Vice President of Marketing on those terms and conditions;

NOW, THEREFORE the Parties hereby enter into this Employment Agreement (the "Agreement"):

1. Commencement

This Agreement shall commence on July 1st, 2010, "The Effective Date".

2. Term of Agreement

This Agreement shall remain in force from the Effective Date until it is terminated according to its provisions.

3. Employees General Duties

The following provisions shall apply as to Employees general duties and obligations as Vice President of Marketing.

3.1 Employee shall serve as Vice President of Marketing, with the primary responsibility of product marketing, product testing, and product support. Employee shall do and perform all services, acts or things necessary or advisable to fulfill his duties as Vice President of Marketing. Employee shall primarily perform his duties from Employers main offices, which are currently at Employers address listed above. However, Employee acknowledges and agrees that a certain amount of travel can be expected and is necessary to perform the duties of the position. Employee agrees that to the best of his ability and experience he will at all times loyally perform all of the duties and obligations required of him, either expressly or implicitly by the terms of this Agreement. Employee shall at all times be subject to the direction of the President/CEO of Employer, currently Mr. Claus Wann Jensen, and to the policies established by Employers Board of Directors. The Parties agree that Employees position as Vice President of Marketing is a full-time position. Thus, Employee shall not undertake any other commercial job, paid or unpaid, during the term of this Agreement.

4. Confidential Information

Employee undertakes the following obligations with regard to the keeping of confidential information:

4.1 Employee agrees at all times during the term of his employment and thereafter to hold in the strictest confidence and not to use except for the benefit of Employer, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of Employer, any confidential information of the Employer except for under a non-disclosure agreement duly authorized and executed by the Employer. Employee understands that confidential information means any non-public information that relates to the actual or anticipated business or research and development of Employer, as well as of any other corporation or other legal entity affiliated with Employer, technical data, trade secrets or know-how, including but not limited to research, product plans or other information regarding Employer or any other corporation or other legal entity affiliated with Employer, products or services, and markets therefor, customer lists and customers, software, development, inventions, processes, formulas, technology, science, drawings, engineering, hardware, configuration, information, marketing, finances or other business information. Confidential information does not include any of the foregoing items which have become publicly known and made generally available through no wrongful act of Employee or any person acting in concert with Employee.

4.2 Employee recognizes that Employer has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on Employers part to maintain the confidentiality of such information and to use it only for certain limited purposes.

Employee agrees to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out his work for Employer consistent with Employers agreement with such third parties.

4.3 Upon termination of this Agreement, Employee shall be obligated to surrender to Employer immediately any written material in his possession, which might contain confidential information.

5. Inventions

The following provisions shall apply with respect to ownership and the right to use inventions created by Employee:

5.1 Employee represents that no inventions, original works of authorship, developments, improvements, and trade secrets were made by Employee prior to his employment with Employer (collectively referred to as Prior Inventions).

5.2 Employee agrees that he will promptly make full written disclosure to Employer, will hold in trust for the sole right and benefit of Employer and hereby assigns to Employer or its designee, all his right, title and interest in and to any and all inventions, original works of authorship, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets whether or not patentable or which may be registered under copyright or similar laws which he may solely or jointly conceive or develop or reduce to practice during the period of employment (collectively referred to as Inventions). Employee further acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of and during the period of Employees employment with the Employer and which are protectable by copyright are Works for Hire as that term is defined in the United States Copyright Act. Employee understands and agrees that the decision whether or not to commercialize or market any Invention developed by Employee solely or jointly with others is within Employers sole discretion and for Employers sole benefit and that no royalty will be due to Employee as a result of Employers efforts to commercialize or market any such Invention.

Employee further agrees that he at any time will promptly assist Employer in having secured its rights in such Inventions as the Employer may deem it necessary.

5.3 Employee agrees to keep and maintain adequate and current written records of all Inventions made

(solely or jointly with others) during the term of his employment with Employer. The records will be in the form of notes, sketches, drawings, and any other format that may be specified by Employer. The records will be available to and shall remain the sole property of Employer at all times.

6. Non-solicitation of Employees and Customers

6.1 During the term of this Agreement, and for a period of one year following the termination of this Agreement for any reason, whether with or without cause, Employee shall not directly nor indirectly solicit, induce or recruit any of Employer's employees either for himself or for any other person or entity, or encourage any such employees to leave their employment with Employer. Further, Employee shall not, within a period of five years, call on, solicit or serve any customer, client, supplier, distributor, licensee, licensor, franchisee or other business relation of Employer in order to induce or attempt to induce such person or entity to cease or reduce its business with Employer or any of its affiliates, or in any way interfere with the business relationship between Employer or its affiliates and any such person or entity.

6.2 If Employee is deemed, in arbitration or in any court of competent jurisdiction, to have violated the provisions in paragraph 6.1 of this Agreement, Employee shall, in addition to ordinary damages under the applicable law, be liable to Employer for liquidated damages in the amount of One Hundred Thousand US Dollars (US\$100,000), each time such violation takes place. Such liquidated damages shall not be construed as a penalty, but shall be considered liquidated damages only, as the damages in the event of the Employee's violation or breach of the terms of this Non-solicitation clause are difficult, if not impossible, to ascertain. Payment of liquidated damages shall not have the effect that Employee is released from his obligation not to solicit employees or customers, clients, suppliers, licensees, licensors, distributors, franchisees and/or other business relations. Furthermore, any violation of this provision may be discouraged by an injunction or any similar legal actions anywhere, without Employer having to post bond or present any security in support of such application for equitable relief.

7. Obligations of Employer

Employer shall provide Employee with the compensation, incentives, benefits, and business expense reimbursements specified elsewhere in this Agreement. Employer shall provide Employee with office space, office equipment and supplies, and other facilities and services, suitable to Employee's position and adequate for the performance of his duties.

8. Base Employee Compensation

9. Other Compensation

10. Additional Sales Bonus

11. Reimbursement of Business Expenses

Employer agrees to reimburse Employee certain expenses incurred by the Employee in performing his duties under this Agreement. This includes cell phone and travel expenses. Each such expenditure shall be reimbursable only if Employee provides Employer with adequate records and other documentary evidence pertaining to such business expenses. Expenses shall be reimbursed no later than ten (10) calendar days following Employer's receipt of appropriate documentation for the expenses incurred.

12. Right to Set Off Amounts Due to Employer against Employees Compensation

Employer shall have the right to set off against net amounts due and payable to Employee, any amounts due and payable by Employee to Employer, for any reason. To the extent set offs are made against wages, Employer may only set off any such amounts due, from time to time, against wages that are above the statutory minimum hourly wage.

13. Medical Insurance

Employee shall be entitled to participate in the medical health care plan established by Employer for its employees in the United States, such as that may be, from time to time, to be determined in the sole discretion of Employer's Board of Directors.

14. Employee's Vacation and Holidays

Employee shall be entitled to a cumulative maximum of three (3) weeks (fifteen (15) working days) vacation time each year with full pay. Vacation is at all times earned evenly over the year. Employee may accrue or earn a maximum of fifteen (15) working days of vacation, with no additional vacation accruing thereafter, until accrued time has been taken off. Employee's vacation time shall be coordinated with Employer's CEO from time to time. In addition, Employee shall be entitled to ten (10) public holidays per annum with full pay, such holidays to be determined from time to time in accordance with Employer's general policies.

15. Sick leave

Employee shall be entitled to a maximum of ten (10) working days of sick leave for himself, or to care for an immediate family member who is sick, per calendar year, with full pay. Sick leave in excess hereof shall be unpaid. Sick leave days do not accrue and cannot be transferred from one calendar year to another.

16. Termination for Cause

Employer reserves the right to terminate this Agreement, immediately, if Employee (1) willfully breaches or neglects the duties which he is required to perform under the terms of this Agreement, or (2) commits any act of dishonesty, fraud, misrepresentation, or other act of moral turpitude that could interfere with the effective performance of his duties. Termination for cause shall be given with a notice in writing. Such notice of termination shall specify the ground(s) for the termination and shall be supported by a statement

of relevant facts.

17. Termination without Cause

17.1 Employee may terminate this agreement without cause by giving Employer no less than two weeks written notice in advance. If Employee gives notice of termination without cause, Employer may elect to, and shall be entitled to, terminate Employee immediately upon Employer's receipt of Employee's notice of termination.

17.2 Employer may terminate this agreement without cause by giving Employee no less than two weeks written notice in advance. In the case of termination without cause employee is entitled to:

- payment of any unpaid portion of his base salary through the date of such termination;
- reimbursement of any outstanding reasonable business expenses he incurred in performing his duties hereunder;
- the right to elect continuation coverage of insurance benefits to the extent required by law;
- payment of any accrued but unpaid bonus and other benefits as required by this Agreement;
- additional compensation based on the length of the employment. If termination happens in 2010 then employee is entitled to 3 (three) months salary. If termination happens in 2011 then employee is entitled to 4 (four) months salary. If termination happens in 2012 or later then employee is entitled to 5 (five) months salary.
- the accrued sales bonus as mentioned above.

18. Entire Agreement

This Agreement, constitutes the entire agreement between the Parties with regard to Employee's employment with Employer and supersedes all previous agreements, proposals, oral or written, and all negotiations, conversations or discussions between the Employee and Employer, as well as any other corporation or other legal entity affiliated with Employer.

19. Amendments

This Agreement may be amended only by written consent of both Parties to the Agreement.

20. Notices

All notices to be given by one Party to the other under this agreement shall be given in writing and mailed or delivered to the other Party at its address given to the other party for purposes of notice.

21. Severability

If any provision of this Agreement is unenforceable or invalid for any reason, the remaining provisions of this Agreement shall be unaffected by such holding.

22. Governing Law

The formation, validity, interpretation, execution, amendments, termination and settlements under this Agreement shall all be governed and construed in accordance with California law and applicable federal US law, except that California and federal US choice of law rules shall not apply.

23. Arbitration

Provided the Parties are not able to agree upon an amicable settlement within a reasonable time and no later than thirty calendar days after initiation of settlement discussions, any dispute, controversy or claim arising out of or in relation to this Agreement (whether contractually or in tort), and including disputes regarding the validity of this Article concerning venue, shall be resolved through the procedures of the American Arbitration Association (AAA). The place of Arbitration shall be within Orange County, California, unless the parties mutually agree otherwise. Provided the dispute in question amounts to USD 250,000.00 or less, the Arbitration Panel shall consist of one (1) arbitrator. Provided the dispute in question exceeds USD

250,000.00 the Arbitration Panel shall consist of three (3) arbitrators. The Arbitration Panel shall award the prevailing Party compensation for reasonable attorneys fees and costs.

24. Litigation

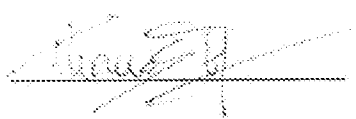
Claims that are statutorily barred from being resolved by arbitration shall be resolved by the California Court in Orange County having jurisdiction over the dispute. The prevailing Party shall be entitled to reasonable attorneys fees and costs.

25. Counterparts

This Agreement shall be executed in two counterparts, and each such counterpart shall be deemed an original hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and duly executed this Agreement the day and year set forth above.

Thomas Teger

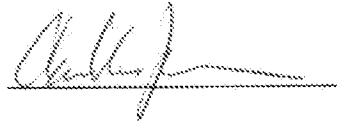


Name: Thomas Teger

Title: Vice President, Marketing

Date: December 10, 2010

Luxion Inc



Name: Claus Wann Jensen

Title: CEO

Date: December 12, 2010