

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6397240

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	SCOTT GOLDFARB	04/06/2018
RECEIVING PARTY DATA		
Name:	ALTR SOLUTIONS, INC.	
Street Address:	1490 HIGHWAY A1A	
Internal Address:	SUITE 202	
City:	SATELLITE BEACH	
State/Country:	FLORIDA	
Postal Code:	32937	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	16432873
CORRESPONDENCE DATA		
Fax Number:	(703)770-7901	
<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:	703-770-7900	
Email:	docket_ip@pillsburylaw.com, josh.tucker@pillsburylaw.com, nicole.banks@pillsburylaw.com	
Correspondent Name:	PILLSBURY WINTHROP SHAW PITTMAN LLP	
Address Line 1:	P.O. BOX 10500	
Address Line 2:	ATTN: DOCKETING DEPT.	
Address Line 4:	MCLEAN, VIRGINIA 22102	
ATTORNEY DOCKET NUMBER:	043788-0505166	
NAME OF SUBMITTER:	NICOLE BANKS	
SIGNATURE:	/Nicole A. Banks/	
DATE SIGNED:	11/12/2020	
Total Attachments: 13		
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ALTR SOLUTIONS, INC.

EMPLOYEE PROPRIETARY INFORMATION AGREEMENT

As a condition of my employment with ALTR Solutions, Inc., a Delaware corporation, its subsidiaries, affiliates, successors or assigns (collectively, the "*Company*") and in consideration of my receipt of confidential information and my receipt of the compensation now and hereafter paid to me by Company, less required withholdings, I agree to the following terms and conditions of this Employee Proprietary Information Agreement (the "*Agreement*") which shall be effective as of the date set forth in the signature page to this Agreement ("*Effective Date*");

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

4. *Inventions.*

(a) *Assignment of Inventions.* I agree that I will promptly make full written disclosure to the Company, will hold in trust for the sole right and benefit of the Company, and hereby assign to the Company, or its designee, all my 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 registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during the period of time I am in the employ of the Company (collectively, "*Inventions*"), except as provided in Section 4(f) below. I further acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of and during the period of my employment with the Company and which are protectable by copyright are "works made for hire" as that term is defined in the United States Copyright Act. I understand and agree that the decision whether or not to commercialize or market any Invention is within the Company's sole discretion and for the Company's sole benefit and that no royalty will be due to me as a result of the Company's efforts to commercialize or market any such Invention.

(b) *Inventions Retained and Licensed.* I have attached hereto as **Exhibit A** list describing all inventions, original works of authorship, developments, improvements and trade secrets that were made by me prior to my employment with the Company, relate to the Company's proposed business, products or research and development, and are owned in whole or in part by me, ("*Prior Inventions*"); or, if no such list is attached or if **Exhibit A** is unsigned, I represent that there are no such Prior Inventions. I agree that I will not incorporate, or permit to be incorporated, any Prior Invention into a Company product, process or service without the Company's prior written consent. Nevertheless, if, in the course of my employment with the Company, I incorporate into a Company product, process or service a Prior Invention, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have

made, modify, use, sell, offer to sell, and exploit in any other way such Prior Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

(c) *Inventions Assigned to the United States.* I agree to assign to the United States government all my right, title, and interest in and to any and all Inventions whenever such full title is required to be in the United States by a contract between the Company and the United States or any of its agencies.

(d) *Maintenance of Records.* I agree to keep and maintain adequate, current, accurate and authentic written records of all Inventions made by me (solely or jointly with others) during the term of my employment with the Company. The records will be in the form of notes, sketches, drawings, electronic files, reports or any other format that may be specified by the Company. The records are and will be available to the Company and shall remain the Company's sole property at all times.

(e) *Patent and Copyright Registrations.* I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in any Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including, but not limited to, the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments that the Company deems necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive rights, title and interest in and to such Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering any Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

(f) *Exception to Assignments.* I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any Invention that I have developed entirely on my own time without using the Company's equipment, supplies, facilities, trade secret information or Confidential Information (an "*Other Invention*") except for those Other Inventions that either (i) relate at the time of conception or reduction to practice of such Other Invention to the Company's business, or actual or demonstrably anticipated research or development of the Company or (ii) result from any work that I performed for the Company. I will advise the Company promptly in writing of any Invention that I believe constitutes an Other Invention and is not otherwise disclosed on **Exhibit A**. I agree that I will not incorporate, or permit to be incorporated, any Other Invention owned by me or in which I have an interest into a Company product, process or service without the Company's prior written consent. Notwithstanding the foregoing sentence, if, in the course of my employment with the Company, I incorporate into a Company product, process or service an Other Invention owned by me or in which I have an interest, I hereby grant to the Company a nonexclusive, royalty-free, fully paid-up, irrevocable, perpetual, transferable, sublicensable, worldwide license to reproduce, make derivative works of, distribute, perform, display, import, make, have made, modify, use, sell, offer to sell, and exploit in any other way such Other Invention as part of or in connection with such product, process or service, and to practice any method related thereto.

■ [REDACTED]

[REDACTED]

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[REDACTED]



18. I acknowledge and agree to each of the following items:

(a) I am executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else; and

(b) I have carefully read this Agreement. I have asked any questions needed for me to understand the terms, consequences and binding effect of this Agreement and fully understand them; and

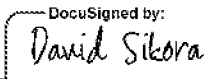
(c) I sought the advice of an attorney of my choice if I wanted to before signing this Agreement.

(Remainder of this page intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first set forth below, to be effective as of the Effective Date.

Date: 4/6/2018

ALTR SOLUTIONS, INC.

By:  _____
Name: David Sikora

Its: CEO

"Employee"

 _____
Signature of Employee

scott Goldfarb

Print Name

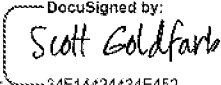
EXHIBIT A**LIST OF PRIOR INVENTIONS**

If you have Prior Inventions, please list them in the space below. If you do not have any Prior Inventions or you would like to include additional Prior Inventions on separate pages, check the appropriate box at the bottom of the page.

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>
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Check the following as applicable:

- ☒ All of my Prior Inventions are listed above
- ☐ I have no Prior Inventions (it will be presumed that there are none if this sheet is left blank)
- ☒ I have attached additional sheets describing my Prior Inventions

Signature of Employee:  _____
34F14424#34E452...
Print Name of Employee: scott Goldfarb

Date: 4/6/2018

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 5. **Discussion**
 6. **Conclusion**
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