

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6435768

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
MATTHEW SWEENY	11/17/2020
JOHN R FOGGIA	11/17/2020
JEREMY FRIES	11/17/2020
RECEIVING PARTY DATA	
Name:	FLIRTEY HOLDINGS, INC.
Street Address:	P.O. BOX 7315
City:	RENO
State/Country:	NEVADA
Postal Code:	89510
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	17113896
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:	720-845-6065
Email:	PatentsUS@eip.com
Correspondent Name:	EIP US LLP
Address Line 1:	5445 DTC PARKWAY, PH4
Address Line 4:	GREENWOOD VILLAGE, COLORADO 80111
ATTORNEY DOCKET NUMBER:	E3012.USC1W+
NAME OF SUBMITTER:	ERIC M. WILLIAMS
SIGNATURE:	/Eric M. Williams/
DATE SIGNED:	12/07/2020
Total Attachments: 11	
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ASSIGNMENT

WHEREAS, **Matthew SWEENEY** residing at Reno, Nevada and **Jeremy FRIES**, residing at Reno, Nevada (individual(s) hereinafter "ASSIGNOR") co-invented, along with John R. Foggia (now deceased), certain new and useful improvements, technology, inventions, developments, ideas, ornamental design and/or discoveries related to **PASSIVE SAFETY SYSTEM** (collectively hereinafter referred to as the "Work") for which an application for Letters Patent in the United States has been prepared for filing or has already been filed (as identified above) with the United States Patent and Trademark Office (hereinafter the "Application");

AND WHEREAS, **Flirtey Holdings, Inc.**, a Delaware corporation, with its principal place of business at PO Box 7315, Reno, 89510 (hereinafter the "ASSIGNEE"), desires to acquire the entire right, title, and interest in and to the Application and the Work:

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, ASSIGNOR hereby acknowledges that ASSIGNOR has sold, assigned, transferred and set over, and by these presents does hereby sell, assign, transfer and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Application and the Work, including all provisional applications relating thereto, and all nonprovisional applications claiming priority thereto, including, all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNOR DOES HEREBY sell, assign, transfer, and convey to ASSIGNEE, its successors, legal representatives, and assigns all claims for damages and all remedies arising out of any violation of the rights assigned hereby that may have accrued prior to the date of assignment to ASSIGNEE, or may accrue hereafter, including, but not limited to, the right to sue for, collect, and retain damages for past infringements of said Letters Patent before or after issuance.

AND ASSIGNOR DOES HEREBY covenant and agree that ASSIGNOR will communicate to said ASSIGNEE, its successors, legal representatives and assigns, any facts known to ASSIGNOR respecting the Work, and testify in any legal proceeding, assist in the preparation of any other provisional or non-provisional applications relating to the Application and the Work or any improvements made thereto, sign all lawful papers, execute and make all rightful oaths and/or declarations in connection with the Application and the Work including any improvements made thereto, any patent applications filed therefrom, and any continuing application filed from any of the aforementioned applications, and generally do everything possible to aid the ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper patent protection for the Work in all countries.

Legal Name of inventor: Matthew SWEENEY

Inventor Signature: /

Witnessed by: /


Date: NOV 17 2020

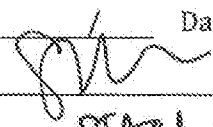
Witness Name (printed): STACY CROCKET

Application No.: PCT/US2019/035624
Filing Date: June 5, 2019

Docket Number: E3012.WO+
Page 3 of 3

Legal Name of inventor: Jeremy FRIES

Inventor Signature:  Date: 11/17/2020

Witnessed by: 

Witness Name (printed): STACY CROCKER

CONFIRMATORY ASSIGNMENT

WHEREAS, John R Foggia, a citizen of the United States, now deceased, (hereinafter "ASSIGNOR") invented certain new and useful improvements, technology, inventions, developments, ideas or discoveries related to **PASSIVE SAFETY SYSTEM** (collectively hereinafter referred to as the "Work") for which an international application for Letters Patent has been prepared for filing or has already been filed (as identified above) with a prescribed Patent Cooperation Treaty (PCT) receiving office (hereinafter the "Application")

AND WHEREAS ASSIGNOR executed an "Employee Proprietary Information and Inventions Agreement" (hereinafter referred to as the "Employee Agreement", attached hereto as Exhibit A) on October 11, 2017 with Flirtey, Inc., (hereinafter, "Company") a Delaware Corporation, having a principal place of business in Reno, Nevada;

AND WHEREAS ASSIGNOR co-invented the Work during the period of his employment with "Company," along with co-inventors Matthew SWEENY, and Jeremy FRIES;

AND WHEREAS by execution of the "Employee Agreement", ASSIGNOR agreed to irrevocably assign to Company's designee Flirtey Holdings, Inc. (hereinafter ASSIGNEE, a Delaware Corporation having principal place of business in Reno, Nevada) all right, title, and interest in and to any and all Company Innovations, which assignment operates automatically upon the conception of the Company Innovations, as defined in the "Employee Agreement";

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, I hereby acknowledge that under the "Employee Agreement" ASSIGNOR has, at the time the Work came into being and by operation of law, sold, assigned, transferred and set over, unto said ASSIGNEE, its successors, legal representatives and assigns, the entire right, title, and interest throughout the world in the Work, including the Application and all provisional applications relating thereto, and all divisions, continuations, continuations-in-part, reissues, and reexaminations thereof, and all Letters Patent of the United States which may be granted thereon and all reissues and extensions thereof, and all rights of priority under International Conventions and any related Letters Patent which may hereafter be granted or filed in any country or countries foreign to the United States, all extensions, renewals and reissues thereof; and I hereby authorize and request the Commissioner of Patents of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents on applications as aforesaid, to issue all related Letters Patent to the ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

This 17 day of NOVEMBER, 2020.



NAME: Matthew Sweeny

POSITION: CEO of Flirtey Holdings, Inc.

Witnessed by: 

EXHIBIT A

EMPLOYEE PROPRIETARY INFORMATION AND INVENTIONS AGREEMENT

This Agreement sets forth in writing certain understandings and procedures and shall apply effective from the date of my initial employment with Flirtey Inc., or its parent, subsidiaries, affiliates, or successors (collectively, "Company").

1. Duties. In return for the compensation and benefits now and hereafter paid or provided to me, I hereby agree to perform those duties for Company as Company may designate from time to time. During my employment with Company, I further agree that I will (i) devote my best efforts to the interests of Company, and (ii) not engage in other employment or in any conduct that could either be in direct conflict with Company's interests or that could cause a material and substantial disruption to Company and (iii) otherwise abide by all of Company's policies and procedures as they may be established and updated from time to time. Furthermore, I will not (a) reveal, disclose or otherwise make available to any unauthorized person any Company password or key, whether or not the password or key is assigned to me or (b) obtain, possess or use in any manner a Company password or key that is not assigned to me. I will use my best efforts to prevent the unauthorized use of any laptop or personal computer, peripheral device, cell phone, smartphone, personal digital assistant (PDA), software or related technical documentation that the Company issues to me. I will not input, load or otherwise attempt any unauthorized use of software in any Company computer or other device, whether or not the computer or device is assigned to me.

2. "Proprietary Information" Definition. "Proprietary Information" means (a) any information that is confidential or proprietary, technical or non-technical information of Company, including for example and without limitation, information that is a Company Innovation or is related to any Company Innovations (as defined in Section 5 below), concepts, techniques, processes, methods, systems, designs, computer programs, source documentation, trade secrets, formulas, development or experimental work, work in progress, forecasts, proposed and future products, marketing plans, business plans, customers and suppliers and any other nonpublic information that has commercial value and (b) any information Company has received from others that Company is obligated to treat as confidential or proprietary, which may be made known to me by Company, a third party or otherwise that I may learn during my employment with Company.

3. Ownership and Nondisclosure of Proprietary Information. All Proprietary Information and all worldwide patents (including, but not limited to, any and all patent applications, patents, continuations, continuation-in-parts, reissues, divisionals, substitutions, and extensions), copyrights, mask works, trade secrets and other worldwide intellectual property and other rights in and to the Proprietary Information are the property of Company, Company's assigns, Company's customers and Company's suppliers, as applicable. I will not disclose any Proprietary Information to anyone outside Company, and I will use and disclose Proprietary Information to those inside Company only as necessary to perform my duties as an employee of Company. If I have any questions as to whether information is Proprietary Information, or to whom, if anyone, inside Company, any Proprietary Information may be disclosed, I will ask my manager at Company. This means, among other things (and by way of example only), that, without Company's prior written consent, I won't use any Proprietary Information in making personal investment decisions, nor will I use it for my own personal gain, financial or otherwise (e.g. blog posts, novels, screenplays or other manners), nor will I discuss internal Company matters in any public forum or with any member of the media (regardless of the medium), blogger or other third party that is not a Company employee or representative. I also agree that I will not use any Company entity, product or service name, trademarks, service marks, trade dress or other branding or marketing materials other than in the course of performing my duties to Company, without Company's prior written consent.

EXHIBIT A

Notwithstanding the foregoing, I understand that (a) I won't be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in confidence to a United States federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, (b) I won't be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (c) an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

4. "Innovations" Definition. In this Agreement, "Innovations" means all discoveries, designs, developments, improvements, inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), trade secrets, know-how, ideas (whether or not protectable under trade secret laws), mask works, trademarks, service marks, trade names and trade dress.

5. Disclosure and License of Prior Innovations. I have listed on Exhibit A (Prior Innovations) attached hereto all Innovations relating in any way to Company's business or demonstrably anticipated research and development or business (the "Company-Related Innovations"), that were conceived, reduced to practice, created, derived, developed, or made by me alone or jointly with others prior to my employment with Company and to which I retain any ownership rights or interest (these Company-Related Innovations collectively referred to as the "Prior Innovations"). I represent that I have no rights in any Company-Related Innovations other than those Prior Innovations listed in Exhibit A (Prior Innovations). If nothing is listed on Exhibit A (Prior Innovations), I represent that there are no Prior Innovations at the time of signing this Agreement. I hereby grant to Company's designee Flirtey Holdings Inc. a royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit all patent, copyright, moral right, mask work, trade secret and other intellectual property rights relating to any Prior Innovations that I incorporate, or permit to be incorporated, in any Innovations that I, solely or jointly with others, create, derive, conceive, develop, make or reduce to practice within the scope of my employment with Company (the "Company Innovations"). Notwithstanding the foregoing, I will not incorporate, or permit to be incorporated, any Prior Innovations in any Company Innovations without Company's prior written consent.

6. Disclosure and Assignment of Company Innovations. I will promptly disclose and describe to Company all Company Innovations. I hereby do and will irrevocably assign to Company's designee Flirtey Holdings Inc. all my right, title, and interest in and to any and all Company Innovations, which assignment operates automatically upon the conception of the Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations cannot be assigned by me to Company, I hereby grant to Company's designee Flirtey Holdings Inc. an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, the Company Innovations. To the extent any of the rights, title and interest in and to Company Innovations can neither be assigned nor licensed by me to Company's designee Flirtey Holdings Inc., I hereby irrevocably waive and agree never to assert the non-assignable and non-licensable rights, title and interest against Company, Company's designee Flirtey Holdings Inc. any of Company's successors in interest, or any of Company's customers.

EXHIBIT A

7. Future Innovations. I will disclose promptly in writing to Company all Innovations conceived, reduced to practice, created, derived, developed, or made by me during my employment with Company and for three (3) months thereafter, whether or not I believe the Innovations are subject to this Agreement, to permit a determination by Company as to whether or not the Innovations are or should be considered Company Innovations. Company will receive that information in confidence.
8. Notice of Nonassignable Innovations to Employees. This Agreement does not apply to an Innovation that qualifies fully as a non-assignable invention under any specifically applicable law, regulation, rule, or public policy (each a "Specific Inventions Law"). To the extent that a Specific Inventions Law applies to any Innovation that I develop (either alone or jointly with others), I agree that such Specific Inventions Law will not apply to any such Innovation unless governing law requires that it apply to that Innovation and that Innovation fully qualifies for protection under such Specific Inventions Law, and I further agree that, with respect to that Innovation, I bear the burden of proving such application and qualification. If governing law requires that a Specific Inventions Law apply to a particular Innovation that I develop (either alone or jointly with others) that qualifies fully for protection under such Specific Inventions Law, then despite anything elsewhere in this Agreement, I will not be required to assign that Innovation to Company unless such an assignment is required by a contract between Company and the United States Government or any of its agencies or contractors. If governing law does not require that such Specific Inventions Law apply to a particular Innovation that I develop (either alone or jointly with others) or if that Innovation does not fully qualify for protection under such Specific Inventions Law, then this Agreement will be applied to that Innovation as if such Specific Inventions Law did not exist. I acknowledge that the notice attached as Exhibit B hereto is applicable to Company employees in California.
9. Cooperation in Perfecting Rights to Company Innovations. I agree to perform, during and after my employment, all acts that Company deems necessary or desirable to permit and assist Company, at its expense, in obtaining and enforcing the full benefits, enjoyment, rights and title throughout the world in the Company Innovations and all intellectual property rights therein as provided to Company under this Agreement. If Company is unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right under any Company Innovations as provided under this Agreement, I hereby irrevocably designate and appoint Company and Company's duly authorized officers and agents as my agents and attorneys-in-fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under the Innovations, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.
10. Return of Materials. At any time upon Company's request, and when my employment with Company is over, I will return all materials (including, without limitation, documents, drawings, papers, diskettes and tapes) containing or disclosing any Proprietary Information (including all copies thereof), as well as any keys, pass cards, identification cards, computers, printers, pagers, cell phones, smartphones, personal digital assistants or similar items or devices that Company has provided to me. I will provide Company with a written certification of my compliance with my obligations under this Section.
11. No Violation of Rights of Third Parties. During my employment with Company, I will not (a) breach any agreement to keep in confidence any confidential or proprietary information, knowledge or data acquired by me prior to my employment with Company or (b) disclose to Company, or use or induce Company to use, any confidential or proprietary information or material belonging to any previous employer or any other third party. I am not currently a party, and will not become a party, to any other agreement that is in conflict, or will prevent me from complying, with this Agreement.

EXHIBIT A

12. Survival. This Agreement (a) shall survive my employment by Company; (b) does not in any way restrict my right to resign or the right of Company to terminate my employment at any time, for any reason or for no reason; (c) inures to the benefit of successors and assigns of Company; and (d) is binding upon my heirs and legal representatives.
13. No Solicitation. During my employment with Company and for one year thereafter, I will not solicit, encourage, or cause others to solicit or encourage any employees, consultants or independent contractors of Company to terminate their relationship with Company.
14. No Disparagement. During my employment with Company and after the termination thereof, I will not disparage Company, its products, services, agents or employees.
15. Injunctive Relief. I agree that if I violate this Agreement, Company will suffer irreparable and continuing damage for which money damages are insufficient, and Company is entitled to injunctive relief, a decree for specific performance, and all other relief as may be proper (including money damages if appropriate), to the extent permitted by law, without the need to post a bond.
16. Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when actually delivered; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notices to me shall be sent to any address in Company's records or other address as I may provide in writing. Notices to Company shall be sent to Company's Human Resources Department or to another address as Company may specify in writing.
17. Governing Law; Arbitration. This Agreement will be governed by and interpreted in accordance with the laws of the State of Nevada, without reference to conflicts of laws principles. I understand and agree that as a result of Company being headquartered in Reno, Nevada, any dispute under this Agreement (including disputes with respect to aspects of this paragraph) will be submitted to binding arbitration in Reno, Nevada, under the Rules of Arbitration of the American Arbitration Association by a single arbitrator appointed in accordance with such rules. The arbitrator shall allow the discovery authorized by the Federal Rules of Civil Procedure. Judgment on the arbitration award by such arbitrator may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either I or Company may apply to any court of competent jurisdiction for preliminary injunctive relief pending the outcome of any such arbitration without breach of this arbitration provision. I agree that the prevailing party in any legal action or arbitration proceeding brought by one party against the other and arising out of this Agreement will be entitled, in addition to any other rights and remedies that such prevailing party may have, to reimbursement for expenses incurred by such prevailing party, including court and arbitration costs and reasonable attorneys' fees. For the avoidance of doubt, the foregoing terms will control over any conflicting terms in my offer letter.
18. Severability. If an arbitrator or court of law holds any provision of this Agreement to be illegal, invalid or unenforceable, (a) that provision shall be deemed amended to provide Company the maximum protection permitted by applicable law and (b) the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected.
19. Waiver; Modification. If Company waives any term, provision or breach by me of this Agreement, such waiver shall not be effective unless it is in writing and signed by Company. No waiver shall constitute a waiver of any other or subsequent breach by me. This Agreement may be modified only if both Company and I consent in writing.

EXHIBIT A

20. Assignment. The rights and benefits of this Agreement shall extend to all successors and assigns of the Company, whether by merger, reorganization, sale of assets, operation or law or otherwise.

21. Entire Agreement. This Agreement, including any other agreement to arbitrate claims or disputes relating to my employment that I may have signed in connection with my employment by Company, represents my entire understanding with Company with respect to the subject matter of this Agreement and supersedes all previous understandings, written or oral.

I certify and acknowledge that I have carefully read all of the provisions of this Agreement and that I understand and will fully and faithfully comply with such provisions and that I specifically authorize and agree to the arbitration provisions set forth herein.

"COMPANY"

Flirtey Inc.

Signed: Andrew Kellogg

Title: Chief of Staff to CEO

Dated: 3-7-19

EMPLOYEE:

Name: John Foggia

Signed: John R. Foggia

Title: Director of Enabling Technologies

Dated: 11 OCT 2017

EXHIBIT A

Exhibit A

PRIOR INNOVATIONS

Check one of the following:



NO PRIOR INNOVATIONS EXIST.



YES, PRIOR INNOVATIONS EXIST AS DESCRIBED BELOW (include basic description of each Prior Innovation):

EXHIBIT A

Exhibit B

LIMITED EXCLUSION NOTIFICATION TO EMPLOYEES IN CALIFORNIA

THIS IS TO NOTIFY you in accordance with Section 2872 of the California Labor Code that the foregoing Agreement between you and Company does not require you to assign or offer to assign to Company any invention that qualifies fully under Section 2870 of the California Labor Code. Section 2870 of the California Labor Code provides that:

(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

This limited exclusion does not apply to any patent or invention covered by a contract between Company and the United States or any of its agencies requiring full title to such patent or invention to be in the United States.