

PATENT ASSIGNMENT COVER SHEET

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 Stylesheet Version v1.2

EPAS ID: PAT6477210

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYEE COVENANTS AGREEMENT
CONVEYING PARTY DATA	
Name	Execution Date
ERIC CHARLES FLEISCHER	04/12/2018
RECEIVING PARTY DATA	
Name:	CAN'T LIVE WITHOUT IT LLC
Street Address:	228 PARK AVENUE S
Internal Address:	PMB 53475
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10003-1502
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	29733927
CORRESPONDENCE DATA	
Fax Number:	(404)541-4793
<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:	4048156500
Email:	ghamrick@kilpatricktownsend.com
Correspondent Name:	KILPATRICK TOWNSEND & STOCKTON LLP MAILS
Address Line 1:	1100 PEACHTREE STREET SUITE 2800
Address Line 2:	SUITE 2800
Address Line 4:	ATLANTA, GEORGIA 30309
ATTORNEY DOCKET NUMBER:	103476-1165685
NAME OF SUBMITTER:	GINA HAMRICK
SIGNATURE:	/GINA HAMRICK/
DATE SIGNED:	01/04/2021
Total Attachments: 11	
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EMPLOYEE COVENANTS AGREEMENT

This Employee Covenants Agreement ("Agreement") is made as of April 12, 2018 (the "Effective Date") by and between Can't Live Without It, LLC d/b/a S'well Bottle, a Delaware limited liability company (the "Company"), and Eric C. Fleischer (the "Employee").

In consideration of the Employee's employment and/or continued employment with the Company, the parties agree as follows:

1. **Definitions.** The following terms have the meanings specified in this Section 1.

(a) **"Intellectual Property Rights"** means all rights in and to US and foreign (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (iii) copyrights and works of authorship (whether copyrightable or not), including computer programs, mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered, and including all registrations and applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

(b) **"Pre-Existing Intellectual Property Rights"** means all Intellectual Property Rights owned by the Employee, whether solely or jointly with any third party, that were created or invented by the Employee prior to the period of his or her employment by the Company and relate in any way to the business or contemplated business, products, activities, research or development of the Company, including but not limited to any invention and works of authorship, and any registrations and applications arising from or related to the foregoing.

(c) **"Work Product"** means all writings, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Employee solely or jointly with others during the period of his or her employment by the Company or at any time during the six (6) month period thereafter and relate in any way to the business or contemplated business, products, activities, research, or development of the Company or result from any work performed by the Employee for the Company (in each case, regardless of when or where the work product is prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical, and electronic copies, and other tangible embodiments thereof.

2. Intellectual Property Rights.

(a) Pre-Existing Intellectual Property Rights.

(i) The Employee has attached as Exhibit A to this Agreement a list describing with particularity any Pre-Existing Intellectual Property Rights, including, if applicable, titles and registration and application numbers. The Pre-Existing Intellectual Property Rights will be retained by the Employee and will not be owned by or assigned to the Company under this Agreement. If no list is attached as Exhibit A, the Employee hereby represents and warrants that there are no Pre-Existing Intellectual Property Rights.

(ii) To the extent that the Employee incorporates any Pre-Existing Intellectual Property Rights into any Work Product during the period of his or her employment by the Company, the Employee hereby irrevocably grants to the Company a royalty-free, fully paid-up, perpetual, transferable, worldwide non-exclusive license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, offer to sell, sell, import, and otherwise distribute such Pre-Existing Intellectual Property Rights as part of or in connection with such Work Product, and to practice any method related thereto.

(iii) The Employee shall not incorporate any Pre-Existing Intellectual Property Rights or any Intellectual Property Rights that are owned, in whole or in part, by any third party, including any former employer, into any Work Product without obtaining the prior written consent of the Company.

(b) Work Product. The Employee hereby acknowledges and agrees that:

(i) All right, title, and interest in and to all Work Product as well as any and all Intellectual Property Rights therein and all improvements thereto shall be the sole and exclusive property of the Company.

(ii) The Company shall have the unrestricted right (but not any obligation), in its sole and absolute discretion, to (A) use, commercialize, or otherwise exploit any Work Product or (B) file an application for patent, copyright registration, or registration of any other Intellectual Property Rights, and prosecute or abandon such application prior to issuance or registration. No royalty or other consideration shall be due or owing to the Employee now or in the future as a result of such activities.

(iii) The Work Product is and shall at all times remain the Confidential Information (as defined herein) of the Company.

(c) Work Made for Hire; Assignment. The Employee acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, the Employee hereby irrevocably assigns to the Company, and its successors and assigns, for no additional consideration, the Employee's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including, without limitation, the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights

corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's right, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than the Company would have had in the absence of this Agreement.

(d)

(e)

(i)

(ii)

(f) Further Assurances; Power of Attorney. During and after his or her employment, the Employee agrees to reasonably cooperate with the Company, at the Company's expense, to (i) apply for, obtain, perfect, and transfer to the Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction throughout the world, and (ii) maintain, protect and enforce the same, including, without limitation, giving testimony and executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as may be requested by the Company. The Employee hereby irrevocably grants the Company power-of-attorney to execute and deliver any such documents on the Employee's behalf in his or her name and to do all other lawfully permitted acts to transfer legal ownership of the Work Product to the Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if the Employee does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). This power of attorney is coupled with an interest and shall not be affected by the Employee's subsequent incapacity.

(g)

[REDACTED]

3. [REDACTED]

(a) [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b)

[REDACTED]

(i)

[REDACTED]

(ii)

[REDACTED]

(iii)

[REDACTED]

(c)

(i)

(A)

(B)

(ii)

(A)

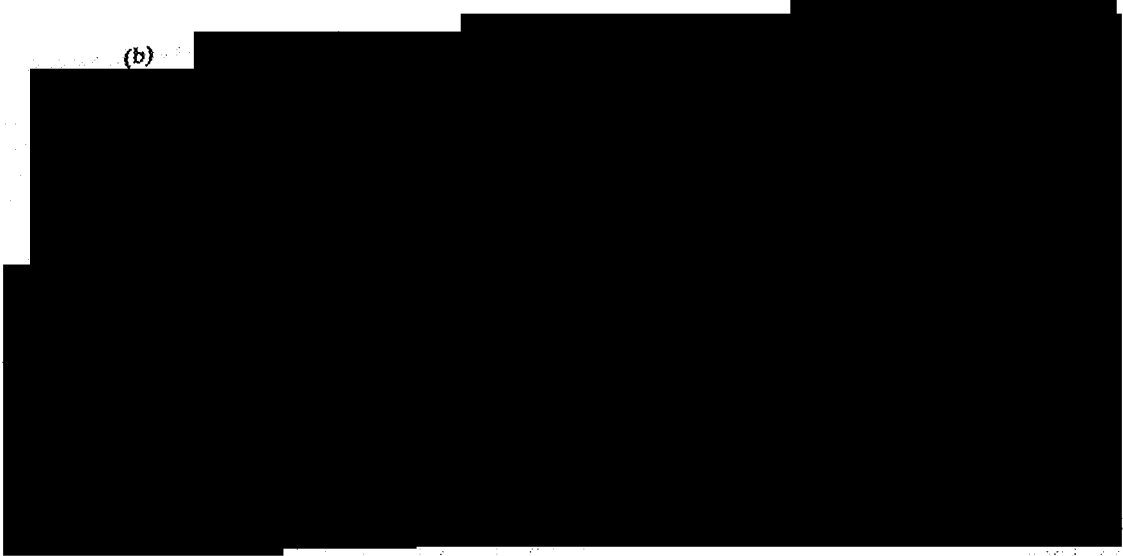
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(d)

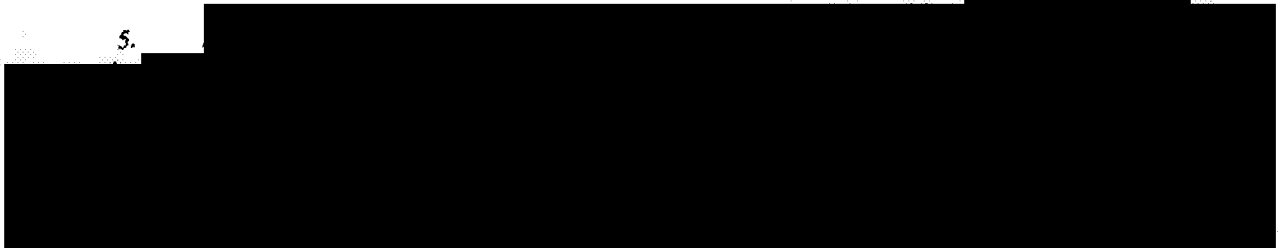
4.

(a)

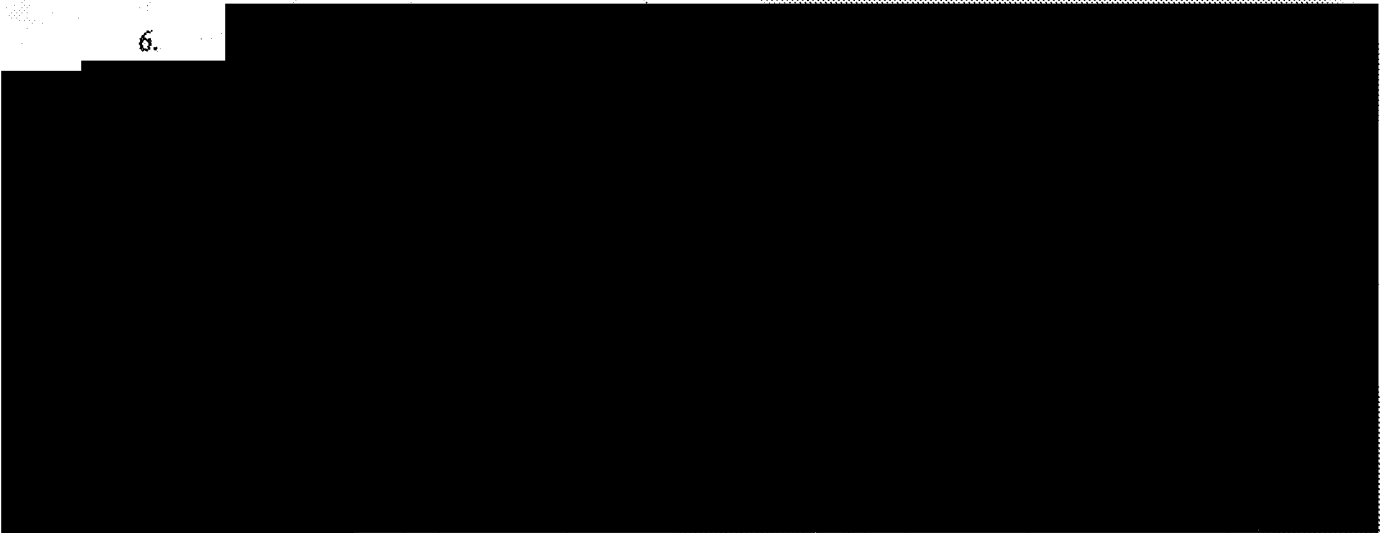
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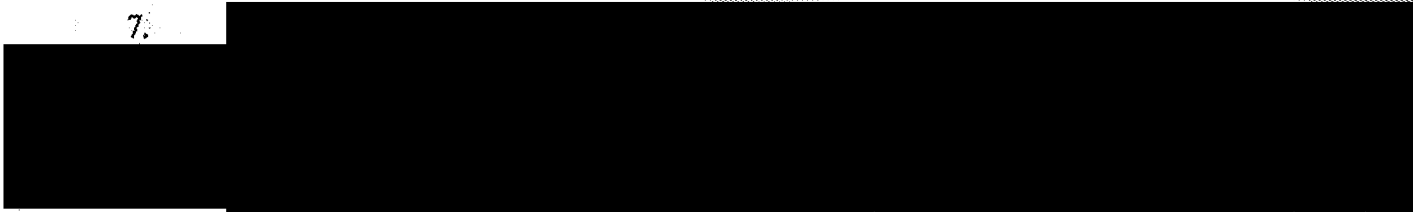
5.



6.



7.



8.

[REDACTED]

9.

[REDACTED]

10.

[REDACTED]

11.

[REDACTED]

12. Miscellaneous.

(a)

[REDACTED]

(b)

[REDACTED]

(c)

[REDACTED]

(d)

[REDACTED]

[REDACTED]

(e) Survival. The obligations set forth in this Agreement shall survive the termination of the Employee's employment with the Company for any reason, and this Agreement shall be enforceable notwithstanding any claim the Employee may have against the Company.

13. [REDACTED]

14. [REDACTED]

15. [REDACTED]

16. [REDACTED]

17. [REDACTED]

18. **At-Will Status.** Nothing in this Agreement shall be construed to in any way terminate, supersede, undermine, or otherwise modify the at-will status of the employment relationship between the Company and the Employee, pursuant to which either the Company or the Employee may terminate the employment relationship at any time, with or without cause, with or without notice.

The Employee acknowledges and agrees that the services to be rendered by him or her to the Company are of a special and unique character; that the Employee will obtain knowledge and skill relevant to the Company's industry, methods of doing business and marketing strategies by virtue of the Employee's employment; and that the terms and conditions of this Agreement are reasonable under these circumstances. The Employee further acknowledges that the amount of his or her compensation reflects, in part, his or her obligations and the Company's rights under this Agreement; that he or she has no expectation of any additional compensation, royalties, or other payment of any kind not otherwise referenced herein in connection herewith; that he or she will not be subject to undue hardship by reason of his or her full compliance with the terms and conditions of this Agreement or the Company's enforcement thereof; and that this Agreement is not a contract of employment and shall not be construed as a commitment by either of the Parties to continue an employment relationship for any certain period of time.

The Employee certifies and acknowledges that the Employee has carefully read all of the provisions of this Agreement and that the Employee understands and will fully and faithfully comply with such provisions.

AGREED TO AND ACCEPTED:

EMPLOYEE:

By: *Eric C. Fleischer*

Print Name: Eric C. Fleischer

**CAN'T LIVE WITHOUT IT, LLC
D/B/A S'WELL BOTTLE**

By: *Marina Vieja*

Name: Talent Acquisition Manager

Title: Gavina Vigilis

Exhibit A

PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS

Check one of the following:

NO PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS

OR

YES, PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS
EXIST AS DESCRIBED BELOW (include basic description of each pre-existing right):

LIST OF PRE-EXISTING INTELLECTUAL PROPERTY RIGHTS

Unregistered Intellectual Property		
Title	Brief Description	Date of Creation or Invention

Registered Intellectual Property				
Jurisdiction	Name or Title	Status (Pending or Registered)	Registration or Application Serial Number	Registration or Application Date

__ Additional Sheets Attached

Signature of Employee: *Eric C. Fleischer*

Print Name of Employee: Eric C. Fleischer

Date: April 12, 2018