## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6507716

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT

#### **CONVEYING PARTY DATA**

Name	Execution Date
BOB PERET	11/26/2007

### **RECEIVING PARTY DATA**

Name:	DEKA PRODUCTS LIMITED PARTNERSHIP
Street Address:	340 COMMERCIAL STREET, DEKA
City:	MANCHESTER
State/Country:	NEW HAMPSHIRE
Postal Code:	03101

### **PROPERTY NUMBERS Total: 2**

Property Type	Number
Application Number:	15486980
Application Number:	17014770

#### **CORRESPONDENCE DATA**

Fax Number:

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:** 6036695139

Email: patents@dekaresearch.com
Correspondent Name: KATHLEEN CHAPMAN
Address Line 1: 340 COMMERCIAL STREET

Address Line 2: DEKA

Address Line 4: MANCHESTER, NEW HAMPSHIRE 03101

ATTORNEY DOCKET NUMBER:	V13 + AA324
NAME OF SUBMITTER:	KATHLEEN CHAPMAN
SIGNATURE:	/kathleen chapman/
DATE SIGNED:	01/21/2021

**Total Attachments: 5** source=PERET#page1.tif source=PERET#page2.tif source=PERET#page3.tif source=PERET#page4.tif

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PATENT REEL: 054985 FRAME: 0476

## DEKA RESEARCH & DEVELOPMENT CORP. 340 COMMERCIAL STREET MANCHESTER, NH 03101

### **EMPLOYEE AGREEMENT**

THIS AGREEMENT is made on	11-26	, 200 <u>7</u> betwee	en DEKA Research &
Development Corp., a New Har			
Manchester, New Hampshire, or Rob Pare T	n behalf of itself and (the "Employee").	its affiliates, (co	lectively "DEKA") and

DEKA is engaged in research and development activities on its own behalf and on behalf of affiliates, clients, and other parties. In the course of his/her employment with DEKA, Employee may become aware of business plans, trade secrets, and/or other confidential information of DEKA and other parties in confidential relationship with DEKA. This information must be kept confidential and not be used except in the performance of Employee's duties as an employee of DEKA.

DEKA and the Employee, in consideration of Employee's employment with DEKA and other promises set forth herein, hereby agree as follows:

1. <u>Company Property.</u> Employee acknowledges that any documents, drawings, specifications, prototypes, software, tools and equipment and other information that concern the business of DEKA and that come into Employee's possession by reason of his/her employment with DEKA are the property of DEKA and shall not be used by Employee in any way except in the course of Employee's employment at DEKA. Employee agrees to return promptly to DEKA at any time upon request by DEKA any and all documents, drawings, specifications, prototypes, software, tools, and equipment, including any and all copies thereof.

### 2. Confidential Information.

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- (a) "Confidential Information" is defined as all drawings, specifications, prototypes, samples, documents, inventions, innovations, improvements, data, processes, computer software programs, discoveries, trade secrets and other proprietary information of DEKA or DEKA's affiliates, clients, vendors and other parties pertaining to DEKA's or the affiliate's, client's, vendor's, or other party's present or planned business interests.
- (b) Employee shall not, during or after his/her employment with DEKA, use or disclose any Confidential Information to any person, firm, corporation, association or any other entity for any reason or purpose whatsoever, except as required pursuant to his/her duties as an employee of DEKA.
- (c) Upon termination of employment with DEKA, Employee shall promptly deliver to DEKA all documents and materials relating to Confidential Information and to all DEKA Inventions as defined in Paragraph 3.
- (d) Employee acknowledges that his/her obligations with respect to Confidential

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Information shall continue even after termination of his/her employment with DEKA. Employee shall inform all subsequent employers of the existence of this Agreement and of the continuing obligation of confidentiality Employee owes to DEKA.

- (e) Employee shall not, while aware of material nonpublic information about a DEKA client, buy or sell any of that client's securities or "tip" any other person to do so.
- (f) The provisions of this Paragraph 2 shall not apply to Confidential Information after it enters the public domain through lawful means.

### 3. DEKA Inventions.

- (a) "DEKA Inventions" are defined as all inventions, improvements, processes, computer software programs and discoveries made, developed, created and/or conceived by the Employee, alone or with others, during his/her employment with DEKA which relate in any manner to any existing or planned business interest of DEKA or DEKA's affiliates, clients, vendors and other parties that result in any way from any task performed by Employee in connection with his/her employment with DEKA. All DEKA Inventions shall be the sole and exclusive property of DEKA (or DEKA's designee).
- (b) Employee shall promptly disclose to DEKA all inventions, improvements, processes, computer software programs, discoveries, developments, or other creations of any kind developed by Employee, alone or with others, during the period of Employee's employment with DEKA and in the three months thereafter.
- (c) Employee shall execute all documents, as requested by DEKA, to confirm DEKA's (or DEKA's designee's) rights, title and interest in and to DEKA Inventions, including but not limited to, documents in connection with assignment and patent, trademark and copyright applications, and shall furnish to DEKA all necessary assistance for protecting DEKA's (or DEKA's designee's) rights in DEKA's Inventions. If Employee is not employed by DEKA at the time he/she is requested to execute such documents or provide such assistance, the Employee shall receive \$10.00 for the execution of each document and the Employee's per diem rate at the time of such request for each day or portion thereof spent at the request of DEKA in the performance of acts pursuant hereto, plus reimbursement for any out-of-pocket expenses incurred by him/her at DEKA's request.

### 4. Prior Obligations.

- (a) Employee represents and warrants to DEKA that employee is not subject to confidentiality, non-competition, or any other agreement with any previous employer or other party that would conflict with Employee's obligations under this Agreement.
- (b) Except as set forth in Exhibit A hereto, Employee represents and warrants that Employee:
  - (i) has no obligations to previous employers or other parties, including assignment, as to any previous unpatented inventions; and
  - (ii) claims no rights to any previous unpatented inventions as his/her own. Employee hereby agrees that any patent application filed subsequently to the execution of this Employee Agreement in which Employee has any rights shall presumptively be a DEKA Invention, absent prior written evidence of the conception and reduction to practice of the full scope of any inventions described or claimed in such subsequently filed patent application.
- (c) Employee represents and warrants that Employee has not and will not provide to

DEKA any information that is not generally available to the public belonging, in whole or in part, to Employee, any former employer of Employee or any other party without the prior written permission of both DEKA all owners of such information. Additionally, Employee represents and warrants that Employee has not and will not bring to DEKA any materials or documents belonging, in whole or in part, to Employee, any former employer of Employee or any other party that are not generally available to the public without prior written permission of both DEKA and all owners of such information. If Employee provides any such information, materials, or documents in which Employee has any rights without such prior written permission, then Employee hereby grants to DEKA a royalty-free, fully paid-up, irrevocable, perpetual, and world-wide license, with full rights to sublicense, such information, materials, or documents, and all intellectual property rights based on such information, materials, and documents for any and all purposes.

5. <u>Non-Interference.</u> Employee agrees that during the term of his/her employment with DEKA and for a period of six (6) months thereafter, the Employee shall not:

(i) solicit or attempt to solicit any of DEKA's clients or targeted potential clients, or otherwise attempt to interfere in DEKA's business relationship with any of its clients or targeted potential clients; or

(ii) interfere with the obligations and relationship between DEKA and its employees. Employee acknowledges and agrees that the provisions of this Paragraph 5 are to protect trade secrets and other proprietary information of DEKA and do not unduly restrict the Employee's ability to obtain subsequent employment.

- 6. Continued Employment; Affiliates. Nothing in this Agreement shall be construed as obligating DEKA to continue to employ Employee or obligating Employee to continue in the employ of DEKA. This Agreement shall apply during any period that Employee is employed by DEKA or a DEKA affiliate.
- 7. Remedies. Employee acknowledges that the nature of the business of DEKA and the value of its Confidential Information and DEKA Inventions render inadequate any remedy at law which might be obtained by DEKA for a breach by the Employee of any provision of this Agreement. Employee therefore agrees that DEKA may seek equitable remedies including, without limitation, injunctive relief for any violation thereof.
- 8. <u>Binding Nature.</u> This Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, legal representatives, successors and assigns.
- 9. <u>Amendments and Waivers.</u> This Agreement may not be amended, modified or revoked, in whole or in part, except by written agreement of the parties. A waiver of any provision of this Agreement must be by written agreement of the waiving party. A waiver of any particular provision shall not be construed as a waiver of such provision on any future occasion unless the waiver specifically provides otherwise.
- 10. <u>Severability.</u> In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable under applicable law and shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
- 11. Entire Agreement. This Agreement and its Exhibits constitute the entire agreement between the parties and supersede any and all prior understandings, agreements, or

representations by or between parties, written or oral, which may have related in any way to the subject matter hereof.

12. <u>Applicable Law.</u> This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New Hampshire in effect on the date of execution of this Agreement without application of its choice of law principles.

The parties bereto have executed this Agre	eement of the d	ate first writt	en above.	
Parklaret				
(Employee Signature)				
Employee address: <u>34 Bolc/k4000</u>	8 0 2720005	·		
State of <u>NH</u> , County of <u>Aul</u>	<u>5bc78ugl</u> 3, ss.			
On this the <u>26.14 day of first likes.</u> 20 undersigned officer, personally appeared satisfactorily proven) to be the person who acknowledged that he executed the same whereof, I hereunto set my hand and offici	<u>foob Foret</u> se name is sub for the purpose	scribed to the stherein cor	, known to me e within instrun	nent and
DEKA Research & Development Corp.			"" " " " " " " " " " " " " " " " " " "	','
By:				

# **EXHIBIT A**

Pursuant to Paragraph 4(b) of this Agreement, please:

(i) List any obligations to previous employers and/or third parties as to any previous unpatented inventions. Please indicate "none" if no such obligations exist.

NONE BP

(ii) List any claims you have with respect to any previous unpatented inventions. Please indicate "none" if no such claims exist.

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