

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6525183

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
JOHN IRICK	11/20/2020
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	FIVE FORCES, SPC
<b>Street Address:</b>	14312 COURTLAND PL N
<b>City:</b>	SEATTLE
<b>State/Country:</b>	WASHINGTON
<b>Postal Code:</b>	98133-7128
<b>PROPERTY NUMBERS Total: 2</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	17163304
<b>Application Number:</b>	17163298
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	
<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>	
<b>Phone:</b>	206-749-9888
<b>Email:</b>	luk@lowegramhamjones.com
<b>Correspondent Name:</b>	JJB CLIENTS / LOWE GRAHAM JONES PLLC
<b>Address Line 1:</b>	701 FIFTH AVE, SUITE 4800
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98104
<b>ATTORNEY DOCKET NUMBER:</b>	WING 00066 - BELT 00065
<b>NAME OF SUBMITTER:</b>	SHANNON LUK
<b>SIGNATURE:</b>	/Shannon Luk/
<b>DATE SIGNED:</b>	01/29/2021
<b>Total Attachments: 6</b>	
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## PROPRIETARY INFORMATION AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

This Proprietary Information Intellectual Property Assignment Agreement (this "**Agreement**"), with a date of November 20, 2020 is entered into between Five Forces, SPC a Washington social purpose corporation (the "**Company**") and John Irick, as founder of the Company (the "**Founder**") in connection with the (i) issuance of shares of common stock to Founder under a Restricted Stock Purchase Agreement on or about the same date as this Agreement and (ii) Founder's provision of services to the Company, as an officer, director, employee, consultant, and/or advisor (the "**Service Relationship**").

### 1. Proprietary Information.

(a) **Company Information.** Founder agrees at all times during the term of the Service Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company to the extent necessary to perform Founder's obligations to the Company under the Service Relationship, or to disclose to any person, firm, corporation or other entity without written authorization of the Board of Directors of the Company, any Confidential Information of the Company that Founder obtains or creates. Founder further agrees not to make copies of such Confidential Information except as authorized by the Company. "**Confidential Information**" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, suppliers, customer lists and customers (including, but not limited to, customers of the Company on whom Founder called or with whom Founder became acquainted as a result of the Service Relationship), Intellectual Property assigned to the Company under this Agreement, prices and costs, markets, software, developments, inventions, laboratory notebooks, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, licenses, finances, budgets or other business information disclosed to Founder by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment or created by Founder during the period of the Service Relationship, whether or not during working hours. Confidential Information includes, but is not limited to, information pertaining to any aspects of the Company's business which is either information not known by actual or potential competitors of the Company or other third parties not under confidentiality obligations to the Company, or is otherwise proprietary information of the Company or its customers or suppliers, whether of a technical nature or otherwise. Confidential Information does not include any of the foregoing items which become publicly and widely known and made generally available through no wrongful act of Founder or of others who were under confidentiality obligations as to the item or items involved.

(b) **Prior Obligations.** Founder represents that her performance of all terms of this Agreement has not breached and will not breach any agreement to keep in confidence proprietary information, knowledge or data acquired by Founder prior or subsequent to the commencement of the Service Relationship with the Company, and Founder will not disclose to the Company or use any inventions, confidential or non-public proprietary information or material belonging to any previous client, employer or any other party. Founder will not induce the Company to use any inventions, confidential or non-public proprietary information, or material belonging to any previous client, employer or any other party.

(c) **Third-Party Information.** Founder recognizes that the Company has received, and in the future will receive, confidential or proprietary information from third parties subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Founder 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 Founder's work for the Company consistent with the Company's agreement.

**2. Assignment of Intellectual Property.** Founder hereby assigns to the Company exclusively throughout the world all of Founder's right, title, and interest in and to all Intellectual Property (defined below), which Founder has made, conceived, created, reduced to practice or learned (either alone or jointly with others), prior to the date hereof that relates to the Company's business or to the Company's actual or anticipated research or development as described on Schedule A.

**3. Definition of Intellectual Property.** For the purposes of this Agreement, "Intellectual Property" means (whether or not patentable or registrable under applicable law) all inventions, concepts, know-how, developments, methods, trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trademarks), service marks, trade names, business names, internet domain names, email address names, works of authorship, copyrights (including rights in computer software and code), moral rights, database rights, design rights, rights in confidential information (including customer lists), and all other intellectual property and proprietary rights and the tangible embodiments thereof (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may exist anywhere in the world.

**4. Prior Inventions.** The parties agree that Schedule B attached hereto sets forth a list describing with particularity all inventions, original works of authorship, developments, improvements, and trade secrets which were made by Founder prior to date hereof (collectively referred to as "Prior Inventions"), which belong solely to Founder (either alone or jointly with another), which relate in any way to any of the Company's proposed businesses, products or research and development, and which are not assigned to the Company hereunder (or, if no such list is attached, that there are no such Prior Inventions). If Founder incorporates into a Company product, process or machine a Prior Invention owned by Founder or in which Founder has an interest, the Company is hereby granted and shall have a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license (with the right to sublicense) to make, have made, copy, modify, make derivative works of, use, sell and otherwise distribute such Prior Invention as part of or in connection with such product, process or machine.

**5. Subsequent Creation of Intellectual Property.** Following the date of this Agreement, all Intellectual Property that is made, conceived, created, reduced to practice or learned by Founder (either alone or jointly with others) on behalf of or at the request of the Company during the Service Relationship that constitutes copyrightable subject matter will be considered "works made for hire" as that term is defined in the United States Copyright Act. To the extent that ownership of such Intellectual Property does not by operation of law vest in Company, Founder will assign (or cause to be assigned) and does hereby assign fully to Company all right, title, and interest in and to such Intellectual Property.

**6. Further Assurances.** Founder will assist the Company and its designees in every proper way to secure the Company's rights in its Intellectual Property assigned to Company by Founder pursuant to this Agreement. Founder agrees to execute all applications, specifications, oaths, assignments, and other instruments that the Company deems necessary in order to apply for and obtain these rights and in order to assign and convey to the Company, its successors, assigns, and nominees the sole and exclusive right, title, and interest in and to such Intellectual Property. Founder agrees that her obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement until the expiration of the last such Intellectual Property right to expire in any country of the world. If the Company is unable because of Founder's mental or physical incapacity or unavailability or for any other reason to secure Founder's signature to apply for or to pursue any application for any United States or foreign patents, copyright, mask works or other registrations covering Intellectual Property assigned to the Company as above, then Founder hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as Founder's agent and attorney in fact, to act for and in Founder's behalf and stead to execute and file any such applications and to do all other lawfully permitted

acts to further the application for, prosecution, issuance, maintenance or transfer of letters patent, copyright or other registrations thereon with the same legal force and effect as if originally executed by Founder. Founder hereby waives and irrevocably quitclaims to the Company any and all claims, of any nature whatsoever, which Founder now or hereafter has for infringement of any and all Intellectual Property assigned to the Company.

**7. Representations.** Founder represents and warrants that Founder has all right, title, interest in the Intellectual Property assigned to the Company under this Agreement free and clear of all liens, encumbrances, or interests of third parties.

**8. Successors and Assigns; No Assignment.** This Agreement and the rights and obligations of the parties hereunder shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor the rights or obligations of the parties hereto may be assigned or delegated by anyone to another without the prior written consent of the other party hereto. Nothing herein is intended to create any right of any person as a third-party beneficiary of this Agreement.

**9. At-Will Service Relationship.** Founder understands and acknowledges that any Service Relationship with the Company is and shall continue to be at-will, as defined under applicable law, meaning that either Founder or the Company may terminate the Service Relationship at any time for any reason or no reason, subject to any other contractual rights or applicable law.

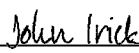
**10. NOTICE OF RCW SECTION 49.44.140.** Any provision in this Agreement for assignment of Founder's right, title, and interest in an invention to the Company does not apply to an invention for which no equipment, supplies, facilities, or trade secret information of the Company was used and which was developed entirely on Founder's own time, unless (a) the invention relates (i) directly to the business of the Company, or (ii) to the Company's actual or demonstrably anticipated research or development, or (b) the invention results from any work Founder performed for the Company. Founder will advise the Company promptly in writing of any invention that Founder believes meet the criteria in RCW § 49.44.140.

**11. DEFEND TRADE SECRET ACT NOTICE.** Pursuant to 18 USC § 1833(b), an individual may not be held criminally or civilly liable under any federal or state trade secret law for disclosure of a trade secret: (i) made in confidence to a government official, either directly or indirectly, or to an attorney, solely for the purpose of reporting or investigating a suspected violation of law; and/or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. Additionally, an individual suing an employer for retaliation based on the reporting of a suspected violation of law may disclose a trade secret to his or her attorney and use the trade secret information in the court proceeding, so long as any document containing the trade secret is filed under seal and the individual does not disclose the trade secret except pursuant to court order.

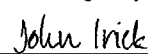
**12. General Legal.** This Agreement may be executed by facsimile and in counterparts, each of which shall be deemed an original and together constitute one instrument. This Agreement sets forth the entire agreement and understanding between the Company and Founder relating to the subject matter herein and merges all prior discussions and oral or written agreements. No modification or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both parties. The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by and construed in accordance with the laws of the State of Washington applicable to agreements executed and to be performed solely within this state.

Each of the parties hereto has caused this Agreement to be executed, in the manner appropriate to each, as of the date first written above.

**FOUNDER**

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**FIVE FORCES, SPC**

By:   
Name: John Irick  
Title: President

**SCHEDULE A**

**DESCRIPTION OF COMPANY BUSINESS AND TECHNOLOGY**

The Company's business and technology consists of the development of modular-based survival belt, currently named "Cocon," as well as aerial "airdrop" delivery technology, including wing design for such related purposes.

**SCHEDULE B**

**LIST OF PRIOR INVENTIONS  
EXCLUDED UNDER SECTION 4**

<b>Title</b>	<b>Date</b>	<b>Identifying Number (or brief description)</b>
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