

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6651458

SUBMISSION TYPE:	NEW ASSIGNMENT	
NATURE OF CONVEYANCE:	ASSIGNMENT	
CONVEYING PARTY DATA		
	Name	Execution Date
	RUBICON LABS, INC.	03/29/2017
RECEIVING PARTY DATA		
Name:	ANAMETRIC, INC.	
Street Address:	9442 CAPITAL OF TEXAS HWY. NORTH	
Internal Address:	ARBORETUM PLAZA ONE, SUITE 500	
City:	AUSTIN	
State/Country:	TEXAS	
Postal Code:	78759-7228	
PROPERTY NUMBERS Total: 1		
	Property Type	Number
	Application Number:	15832285
CORRESPONDENCE DATA		
Fax Number:	(512)371-9088	
<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:	512-637-9220	
Email:	phelberg@sprinklelaw.com	
Correspondent Name:	SPRINKLE IP LAW GROUP	
Address Line 1:	1301 WEST 25TH STREET, SUITE 408	
Address Line 4:	AUSTIN, TEXAS 78705	
ATTORNEY DOCKET NUMBER:	RUBI1300-1	
NAME OF SUBMITTER:	ARIYEH G. AKMAL	
SIGNATURE:	/ariyeh g akmal/	
DATE SIGNED:	04/12/2021	
Total Attachments: 5		
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source=RUBI1300-1 Rubicon Labs - Oxford - Separation Agreement#page5.tif		

March 28, 2017

William V. Oxford
8005 Jester Blvd.
Austin, Texas 78750

Re: Rubicon Labs, Inc. Separation Agreement

Dear Wil,

This letter sets forth all of the terms and conditions of the separation agreement (this "**Agreement**") between Rubicon Labs, Inc., a Delaware corporation formerly known as "Krimmeni Technologies, Inc." (the "**Company**"), and you.

1. End-Date. You confirm that the Company accepted your resignation as Chief Scientist (as well as any other Company offices held by you) effective as of March 6, 2017 (the "**Effective Date**"). You also confirm your resignation from the Company's Board of Directors ("**Board**") and as employee effective as of the Effective Date. Notwithstanding, the Company and you acknowledge and agree that your employment with the Company will be deemed to have been terminated by the Company other than for Cause, as such term is defined in the Employment Agreement dated as of July 16, 2014 (the "**Employment Agreement**"), between the Company and you, solely for purposes of Section 4(a) of the Employment Agreement with respect to the additional compensation rights afforded you in the event there is a Change of Control (as such term is defined in the Employment Agreement) within one year after the Effective Date (it being understood that it is the Company's position that you would not be entitled to any such compensation pursuant to such Section 4(a) in the event of a Change of Control after the Effective Date, but acknowledging that you may have a different interpretation of this such provision). You acknowledge that after the Effective Date you will no longer be authorized or permitted to act on behalf of the Company or represent yourself as being an employee or otherwise affiliated with the Company.

2. Special Advisor. During the term of your salary continuation as set forth in Section 3(a) below, you will continue to be available as a Special Advisor to the Company. As a Special Advisor to the Company, you will perform such tasks as are reasonably assigned to you by the Company's CEO. During this time, you will work from home or such other convenient location as may be reasonably designated by the Board or the Company's CEO.

3. Separation Benefits. In return for your execution of this Agreement, the Company agrees to continue to pay your full salary and benefits during the eight-month period after the Effective Date at the level paid to you prior as of the Effective Date. The salary shall be paid to you through salary continuation on regularly scheduled payroll dates.

4. Patent/Stock Transfer. In consideration of the Company transferring to you (or any entity in which you are involved as a significant stockholder, officer or director—collectively referred to in this Section 4 as "You") a 50% ownership interest in U.S. Patent Application 62/430,501 filed December 6, 2016 entitled "Bell State Oscillator and Applications for Same", together with any patents issued pursuant to such application (the "**BSO Patent**"), you agree to transfer to the Company 300,000 of your fully vested shares of the Company's Common Stock. For a six (6) year period following the Effective Date (the "**Initial Exclusivity Period**"), You shall have the exclusive right and license to engage in development utilizing, and to commercialize inventions that are based upon or derived from, the BSO Patent. Such exclusive right and license shall continue after the Initial Exclusivity Period provided that You have received at least \$8 million in aggregate equity financing and You continue to engage in the active development and commercialization of inventions and other intellectual property utilizing the BSO Patent. Notwithstanding the foregoing, Your exclusivity rights shall cease upon the earlier of (i) a Change of Control (as such term is defined in the Employment Agreement) of the Company, or (ii) Your failure or inability to obtain at least \$8 million of minimum aggregate financing prior to the expiration of the Initial Exclusivity Period, at which time Your rights hereunder shall be nonexclusive. In addition, should You cease to continue to engage in the active development and commercialization of inventions and other intellectual property utilizing the BSO Patent for any period of six consecutive calendar months, Your interest in the BSO Patent shall immediately be transferred back to the Company. While You shall be entitled to retain one hundred percent (100%) of any federal or state grant funds You may obtain associated with the further development or utilization of the BSO Patent. You shall not be entitled to enter into any license of the BSO Patent with a "Company Competitor" as defined below, without the Company's prior written approval, which approval shall not be unreasonably withheld (it being understood that the Company shall be entitled to 50% of any economic benefits that are received by You from any licensing, sale or other commercialization of the BSO Patent). Notwithstanding, the Company acknowledges and confirms that it will have no right, interest or claim to or in any inventions or other intellectual property which is created or developed by You other than the BSO Patent. Each party hereto agrees to timely execute such documentation reflecting the foregoing patent/stock transfer as shall be reasonably requested by the other party hereto. For purposes hereof, a "Company Competitor" shall mean any company or other business entity

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or operation that directly competes with the Company in the design, development, marketing, licensing and/or sale of security-related software making use of symmetric key provisioning services to monitor and secure devices and other assets of customers. From and after the Effective Date, You will execute and deliver such instruments, documents or other writings as may be reasonably necessary or desirable to confirm and carry out and to effectuate fully the intent and purposes of this Section 4.

5. Other Compensation or Benefits. You acknowledge that, except as expressly provided in this Agreement, you have not earned and will not receive from the Company any additional compensation, severance or benefits of any kind after the Separation Date.

6. Health Insurance. To the extent provided by the federal COBRA law or, if applicable, state insurance laws (collectively, “**COBRA**”), and by the Company’s current group health insurance policies, you will be eligible to continue your group health insurance benefits at your own expense after the Effective Date. Later, you may be able to convert to an individual policy through the provider of the Company’s health insurance, if you wish. You will be provided with a separate notice describing your rights and obligations under COBRA laws before the end of the eight-month period following the Effective Date.

7. Return of Company Property. You agree that within five (5) business days following the date of your execution of this Agreement Effective Date, you shall return to the Company all Company documents (and all copies thereof) and other Company property in your possession or control, including, but not limited to, Company files, notes, financial and operational information, customer lists and contact information, product and services information, research and development information, drawings, records, plans, forecasts, reports, payroll information, spreadsheets, studies, analyses, compilations of data, proposals, agreements, sales and marketing information, personnel information, specifications, code, software, databases, computer-recorded information, tangible property and equipment (including, but not limited to, computers other than your personal laptop, facsimile machines, mobile telephones, servers), credit cards, entry cards, identification badges and keys; and any materials of any kind which contain or embody any proprietary or confidential information of the Company and all reproductions thereof in whole or in part and in any medium. You agree that you will make a diligent search to locate any such documents, property and information within the timeframe referenced above.

8. Confidential Information Obligations. You acknowledge and reaffirm your continuing obligations under your Proprietary Information and Inventions Assignment Agreement (the “**Confidential Information Agreement**”), a copy of which is attached hereto as Exhibit A, including but not limited to your obligations not to use or disclose, at any time, any confidential, proprietary or trade secret information of the Company.

9. Confidentiality. The provisions of this Agreement will be held in strictest confidence by you and will not be publicized or disclosed in any manner whatsoever; *provided, however*, that: you (a) may disclose this Agreement in confidence to your immediate family; (b) may disclose this Agreement in confidence to your attorneys, accountants, auditors, tax preparers, and financial advisors; (c) you may disclose this Agreement insofar as such disclosure is necessary to enforce its terms or as otherwise required by law. In particular, and without limitation, you agree not to disclose the terms of this Agreement to any current or former Company employee.

10. Nondisparagement. You agree that on and after the date hereof, you will not disparage the Company, or any individual that is an officer, or director of the Company as of such date, in any manner that causes material harm to any of them or any of their business, business reputation or personal reputation. The Company agrees that neither the Company nor any of its directors or officers will disparage you in any manner that causes material harm to your business or personal reputation; provided that all parties may respond accurately and fully to any request for information if required by legal process. The parties agree that only the parties to this Agreement will have the right to enforce the provisions of this paragraph 10, and that no third party beneficiaries, express or implied, are created hereby.

11. No Admissions. The promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by either party to the other party, and neither party makes any such admission.

12. Your Release of Claims Against the Company. In exchange for the consideration under this Agreement to which you would not otherwise be entitled (including, without limitation, the Company’s agreement to transfer the partial ownership interest in the BSO Patent to you in exchange for your stock), you hereby generally and completely release the Company and its directors, officers, employees, shareholders, partners, agents, attorneys, predecessors, successors, parent and subsidiary entities, insurers, affiliates, and assigns from any and all claims, liabilities and obligations, known and unknown, that arise out of or are in any way related to events, acts, conduct, or omissions occurring at any time prior to and including the date of your signature of this Agreement below (the “**Employee Released Claims**”). This general release includes, but is not limited to: (a) all claims arising out of or in any way related to your employment with the Company or the termination of that employment; (b) all claims related to your compensation or benefits from the Company, including salary, bonuses, commissions, vacation pay, expense reimbursements, severance pay, fringe benefits, stock, stock options, or any other

ownership interests in the Company; (c) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith and fair dealing; (d) all tort claims, including claims for fraud, defamation, emotional distress, and discharge in violation of public policy; and (e) all federal, state, and local statutory claims, including claims for discrimination, harassment, retaliation, attorneys' fees, or other claims arising under the federal Civil Rights Act of 1964 (as amended), the federal Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act, the Fair Labor Standards Act, the WARN Act, the California Fair Employment and Housing Act, California Government Code section 12900, et seq., the Unruh Civil Rights Act, California Civil Code section 51, all provisions of the California Labor Code, the Employee Retirement Income Security Act, all as amended and all Texas employment related laws and regulations. Notwithstanding the foregoing, the following are not included in the Employee Released Claims: (i) any rights which cannot be waived as a matter of law; (ii) any rights you have to file or pursue a claim for workers' compensation or unemployment insurance; (iii) any rights you may have for indemnification from the Company with respect to any claims made against you which relate to your service as an officer or director of the Company prior to the Effective Date under Delaware law or the Company's charter, bylaws or any specific indemnification agreement between you and the Company, (iv) any rights that are provided to you under this Agreement or for any claims for breach of this Agreement; and (v) your right as, and any claims arising from your rights and status as, a shareholder of the Company. In addition, nothing in this Agreement prevents you from filing, cooperating with, or participating in any proceeding before the Equal Employment Opportunity Commission, the Department of Labor, or any other government agency, except that you acknowledge and agree that you hereby waive your right to any monetary benefits in connection with any such claim, charge or proceeding.

In addition, you acknowledge that you have carefully read this Agreement and fully understand its terms and the terms of this release and that you have been advised that:

- (a) you should consult with personal legal counsel regarding the terms of this Agreement, and that advice is hereby reemphasized;
- (b) you have been provided with at least twenty-one (21) days to consider this Agreement; and
- (c) you have the right to rescind this Agreement within seven (7) days after its execution.

13. California Civil Code Section 1542. Each party acknowledges that it has been advised to consult with legal counsel and is familiar with the provisions of California Civil Code Section 1542, a statute that otherwise prohibits the release of unknown claims, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Each party, being aware of said code section, agrees to expressly waive any rights it may have thereunder, as well as under any other statute or common law principles of similar effect in any jurisdiction.

14. Representations. You hereby represent that you have been paid all compensation owed and for all hours worked, you have received all the leave and leave benefits and protections for which you are eligible, including pursuant to the federal Family and Medical Leave Act or otherwise, and you have not suffered any on-the-job injury for which you have not already filed a workers' compensation claim.

15. Dispute Resolution; Governing Law. The parties agree that with respect to any controversy arising out of or relating to this Agreement, or the subject matter thereof, such controversy shall be settled by final and binding arbitration in the county of San Francisco, California in accordance with the then-existing rules of the American Arbitration Association (the "AAA"). Further, the parties agree that California law applies to any controversy arising between them, regardless of the choice of law principles in California or any other jurisdiction. Any award made by the arbitrator shall be limited to a recovery of foreseeable contract damages which are a direct consequence of a breach of this Agreement. The arbitrator is not empowered to award consequential or punitive damages. Further, the arbitrator is empowered to award to the prevailing party (or parties) all expenses of said arbitration, including reasonable attorney's fees.

16. Miscellaneous. This Agreement, together with Exhibit A, constitutes the complete, final and exclusive embodiment of the entire agreement between you and the Company with regard to its subject matters. It is entered into without reliance on any agreement, promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such agreements, promises or representations with regard to its subject matters. This Agreement may not be modified or amended except in a writing signed by both you and a duly authorized officer of the Company. This Agreement will bind the heirs, personal representatives, successors and assigns

of both you and the Company, and inure to the benefit of both you and the Company, and your and the Company's respective heirs, successors and assigns. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question will be modified so as to be rendered enforceable. Any ambiguity in this Agreement shall not be construed against either party as the drafter. Any waiver of a breach of this Agreement shall be in writing and shall not be deemed to be a waiver of any successive breach. This Agreement may be executed in counterparts and facsimile signatures will suffice as original signatures.

If this Agreement is acceptable to you, please sign below and return the original to me within twenty-one (21) days of the date of this letter and the Company will commence with the preparation of requisite documents evidencing the transfer of your shares and the transfer of the BSO Patent interest. The Company's offer contained herein will automatically expire if we do not receive the fully signed Agreement within this timeframe.

I wish you good luck in your future endeavors. Sincerely,

RUBICON LABS, INC.
DocuSigned by:

By: Richard Egan
59834B56E357453...
Richard Egan, Chief Executive Officer

3/29/2017
Date: _____

I HAVE READ, UNDERSTAND AND AGREE FULLY TO THE FOREGOING AGREEMENT:

DocuSigned by:
By: William V. Oxford
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3/29/2017
Date: _____

EXHIBIT A
PROPRIETARY INFORMATION AND INVENTION ASSIGNMENT AGREEMENT

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RECORDED: 04/12/2021

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