

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

EPAS ID: PAT6693755

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
PHILIP BROCKMEYER	05/22/2018
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	IQMETRIX SOFTWARE DEVELOPMENT CORPORATION
<b>Street Address:</b>	250 HOWE STREET
<b>Internal Address:</b>	SUITE 1210
<b>City:</b>	VANCOUVER, BRITISH COLUMBIA
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	V6C 3R8
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16847546
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(612)877-5219
<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>	6128775399
<b>Email:</b>	kevin.austad@lawmoss.com
<b>Correspondent Name:</b>	MOSS & BARNETT C/O: KEVIN AUSTAD
<b>Address Line 1:</b>	150 SOUTH FIFTH STREET
<b>Address Line 2:</b>	SUITE 1200
<b>Address Line 4:</b>	MINNEAPOLIS, MINNESOTA 55402
<b>ATTORNEY DOCKET NUMBER:</b>	55748.116101
<b>NAME OF SUBMITTER:</b>	MICHAEL A. BONDI
<b>SIGNATURE:</b>	/Michael A. Bondi/
<b>DATE SIGNED:</b>	05/05/2021
<b>Total Attachments: 4</b>	
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**iQmetrix**

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April 30<sup>th</sup>, 2018

Dear Philip Brockmeyer:

**Re: Employment Agreement**

This letter agreement contains the terms and conditions of your employment with iQmetrix (the "Company") as a Lead Software Developer. This agreement is effective as of May 22<sup>nd</sup>, 2018 until terminated in accordance with the provisions herein. This offer is contingent upon successful completion of reference checks. The details of the agreement are as follows:

**1. Services:** You will be employed by iQmetrix in the position of Lead Software Developer and will undertake the duties of Lead Software Developer as well as other duties assigned to you from time to time by your supervisor.

During the period of your employment, you agree to devote the whole of your employment time, attention and abilities to the performance of these duties and give the Company the full benefit of your knowledge, expertise, technical skill and ingenuity.

**2. Criminal Record Check:** You are required to provide the Company with a satisfactory criminal record check. This process will be completed by the Company upon the commencement of your employment. You acknowledge and agree that this offer of employment is conditional upon the provision of a satisfactory criminal record check, and the Company may revoke this offer and terminate your employment if it is not so provided. Two pieces of government issued identification will be required to complete the criminal record check.

**3. Salary:**

The company will pay you an annual salary of [REDACTED]; less all deductions required by law.

**4. Benefits:** Following a 90-day introductory waiting period, you will be entitled to participate in all employee benefit plans.

**5. Employee Covenants:** You covenant and agree with the Company as follows:

**(a) Confidentiality and Non-Disclosure:** You will keep all business, trade secrets and confidential information and knowledge which you may acquire during your employment in the strictest confidence. You will not disclose or permit the disclosure of such information or knowledge in any manner, nor use such information or knowledge for your benefit or permit it to be used for the benefit of any other person, either during the term of your employment or thereafter. You will take all reasonable steps to restrict access to such information or knowledge.

**(b) Return of Documents:** Upon termination of your employment, you will return to the Company all written material, electronic data, equipment, containing any information concerning the Company or the business of the Company.



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**(c) Right to Work Product:**

(i) "Work Product" comprises any and all works of authorship including, but not limited to, writings, graphics, computer programs, brochures, presentations, manuals, reports, and compilations of various elements; and any and all improvements, discoveries, innovations, invention concepts and in general, technological conceptions and developments, whether patentable or unpatentable, that you make, conceive, develop, contribute to, work on or come to know of, either alone or with others, during your employment with the Company and relating in any way to the business interests or activities of the Company;

(ii) You understand and agree that all Work Product is the exclusive property of the Company. If, by operation of law, all right, title and interest in the Work Product shall not otherwise vest in the Company, you hereby assign to the Company, and upon the future creation thereof automatically assign to the Company, without further consideration, the ownership of all Work Product;

(iii) You agree to promptly disclose any Work Product acquired or developed while employed, and to perform, during or after your employment, such further acts as may be necessary or desirable to apply, defend, or transfer the Company's ownership of the Work Product as reasonably requested by the Company from time to time;

(iv) You hereby waive any moral rights of authorship in any Work Product that, by operation of law, is not assigned to the Company;

(v) Notwithstanding the foregoing, this Agreement shall not require assignment of any inventions that: (i) you developed entirely on your own time without using the Company's or any client of the Company's equipment, supplies, facilities, trade secrets or confidential information; and (ii) that do not relate to the Company's or the Company's clients' business or actual or anticipated research or development or result from any work performed by you for the Company or any client of the Company.

**(d) Non-Solicitation:** For a period of one (1) year following the termination of your employment, you shall not:

(i) Canvass or solicit orders for any product or service provided, developed, marketed, sold or otherwise dealt in by the Company from any person, firm or company which is, at the time of termination of employment or within the preceding twelve (12) months, a client or customer or prospective client or customer of the Company;

(ii) Canvass, solicit or counsel any person who, at the time of termination of employment, an employee of the Company to leave or terminate their employment for the purpose of establishing a business to offer products and services of a type similar to any product or service provided, developed, marketed, sold, or otherwise dealt in by the Company

**(e) Personal Benefits:** You shall not accept any favours, gifts, discounts, loans, services or benefits from a client or other person having or that proposes to have a business relationship with the Company.



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- 6. **Termination:** This Agreement and your employment will terminate in the event of any of the following:
    - (a) The Company may terminate this Agreement without notice or pay in lieu of notice for just cause.
    - (b) The Company may terminate this Agreement, in its sole discretion and without just cause upon provision of notice or pay in lieu of notice determined in accordance with applicable provincial legislative requirements.
    - (c) You may terminate this Agreement on two weeks' notice to the Company, but if the Company elects to waive such notice, the Agreement will terminate on the date of such waiver.
  - 7. **Entire Agreement:** This Agreement constitutes the final agreement of the parties with respect to the terms set out herein and supersedes any earlier discussion or representation. Any modification to this Agreement must be in writing.
  - 8. **Governing Law:** This Agreement shall be construed in accordance with the laws of the Province of British Columbia.
  - 10. **Non-assignability:** This Agreement is personal to you and may not be assigned by you. The Company may, at its option, assign this Agreement to a related or affiliated corporation.
  - 11. **Severability:** If any provision of this Agreement is found unenforceable by a court of competent jurisdiction, such provision shall be severed and the remainder of this Agreement shall remain in full force and effect.
  - 12. **Independent Legal Advice:** You acknowledge that you have read, understood and agreed to this Agreement and that you have had the opportunity, or have decided not, to obtain legal advice in relation to it.

Yours truly,

**iQmetrix**

**Per:** Krystal Ho  
Director, Corporate Relations

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I have read, understood and agreed to the terms set forth above. I hereby accept employment with iQmetrix in accordance with said terms.

Dated this \_\_\_\_ day of **May, 2018**.

\_\_\_\_\_  
[Name Printed]

\_\_\_\_\_  
[Signature]



**iQmetrix**

6. **Termination:** This Agreement and your employment will terminate in the event of any of the following:

- (a) The Company may terminate this Agreement without notice or pay in lieu of notice for just cause.
- (b) The Company may terminate this Agreement, in its sole discretion and without just cause upon provision of notice or pay in lieu of notice determined in accordance with applicable provincial legislative requirements.
- (c) You may terminate this Agreement on two weeks' notice to the Company, but if the Company elects to waive such notice, the Agreement will terminate on the date of such waiver.

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12. **Independent Legal Advice:** You acknowledge that you have read, understood and agreed to this Agreement and that you have had the opportunity, or have decided not, to obtain legal advice in relation to it.

Yours truly,

**iQmetrix**

Per: Krystal Ho  
Director, Corporate Relations

I have read, understood and agreed to the terms set forth above. I hereby accept employment with iQmetrix in accordance with said terms.

Dated this 23 day of May, 2018.

Philip Brockmeyer  
[Name Printed]

  
[Signature]