

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6701562

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT	
<b>CONVEYING PARTY DATA</b>		
	<b>Name</b>	<b>Execution Date</b>
	THOMAS R. WHITT	10/01/2013
<b>RECEIVING PARTY DATA</b>		
<b>Name:</b>	MAGSWITCH TECHNOLOGY INC.	
<b>Street Address:</b>	1355 HORIZON AVENUE	
<b>City:</b>	LAFAYETTE	
<b>State/Country:</b>	COLORADO	
<b>Postal Code:</b>	80026	
<b>PROPERTY NUMBERS Total: 1</b>		
	<b>Property Type</b>	<b>Number</b>
	Application Number:	16618690
<b>CORRESPONDENCE DATA</b>		
<b>Fax Number:</b>	(317)237-1000	
<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>	3172370300	
<b>Email:</b>	intead@faegredrinker.com	
<b>Correspondent Name:</b>	FAEGRE DRINKER BIDDLE & REATH LLP	
<b>Address Line 1:</b>	300 N. MERIDIAN STREET	
<b>Address Line 2:</b>	SUITE 2500	
<b>Address Line 4:</b>	INDIANAPOLIS, INDIANA 46204	
<b>ATTORNEY DOCKET NUMBER:</b>	MTI-0001-03-US	
<b>NAME OF SUBMITTER:</b>	KAITLIN M. HINKLEY	
<b>SIGNATURE:</b>	/kaitlin m. hinkley/	
<b>DATE SIGNED:</b>	05/10/2021	
<b>Total Attachments: 6</b>		
source=MTI_EmploymentAgreement_Whit#page1.tif		
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source=MTI_EmploymentAgreement_Whit#page4.tif		
source=MTI_EmploymentAgreement_Whit#page5.tif		



MAGSWITCH TECHNOLOGY, INC. INCORPORATED  
EMPLOYMENT, CONFIDENTIAL INFORMATION AND  
INVENTION ASSIGNMENT AGREEMENT

As a condition of my employment with Magswitch Technology, Inc. Incorporated, its subsidiaries, affiliates, successors or assigns (together the "Company"), and in consideration of my employment with the Company and my receipt of the compensation now and hereafter paid to me by Company, I agree to the following:

At-Will Employment. I understand and acknowledge that my employment with the Company is for an unspecified duration and constitutes "at-will" employment. I acknowledge that this employment relationship may be terminated at any time, with or without good cause or for any or no cause, at the option either of the Company or myself, with or without notice.

Confidential Information.

Company Information. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the Company, or to disclose to any person, firm or corporation without written authorization of the Board of Directors of the Company, any Confidential Information of the Company. I understand that "Confidential Information" means any Company proprietary information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed to me by the Company either directly or indirectly in writing, orally or by drawings or observation of parts or equipment. I further understand that Confidential Information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved. In the event that I am required by law to disclose any Confidential Information, I will give the Company prompt advance written notice thereof and will provide the Company with reasonable assistance in obtaining an order to protect the Confidential Information from public disclosure.

Former Employer Information. I agree that I will not, during my employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other person or entity and that I will not bring into the premises of the Company any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

REDACTED

Assignment of Inventions. I acknowledge that, during the term of my employment by the Company, I will be expected to undertake creative work, either alone or jointly with others, which may lead to inventions, original works of authorship, developments, concepts, improvements, trade secrets or other intellectual property rights, whether or not patentable or registrable under copyright or similar laws ("Inventions"). I hereby agree that all Inventions created during the term of my employment (whether or not on the Company's premises or using the Company's equipment and materials or during regular business hours) shall be a work-for-hire and shall be the sole and exclusive property of the Company and I hereby assign to the Company all of my right, title and interest in and to any and all such Inventions. In addition, any Inventions created within three years after the termination of my employment by the Company which are based upon or derived from Confidential Information shall be the sole and exclusive property of the Company and I hereby assign to the Company all of my right, title and interest in and to any and all such Inventions. Nothing in the preceding sentence shall be construed to limit my obligations under the previous section of this Agreement.

REDACTED

REDACTED

Patent and Copyright Registrations. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of all applications, specifications, oaths, assignments and all other instruments which the Company shall deem necessary in order to apply for and obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive rights, title and interest in and to such Inventions and any copyrights, patents, mask work rights or other intellectual property rights relating thereto. I further agree that my obligation to execute or cause to be executed, when it is in my power to do so, any such instrument or papers shall continue after the termination of this Agreement. If the Company is unable because of my mental or physical incapacity or for any other reason to secure my signature to apply for or to pursue any application for any United States or foreign patents or copyright registrations covering Inventions or original works of authorship assigned to the Company as above, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or copyright registrations thereon with the same legal force and effect as if executed by me.

REDACTED

Returning Company Documents. I agree that, at the time of leaving the employ of the Company, I will deliver to the Company (and will not keep in my possession, recreate or deliver to anyone else) any and all software, devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to the Company, its successors or assigns. In the event of the termination of my employment, I agree to sign and deliver the "Termination Certification" attached hereto as Exhibit B.

REDACTED

REDACTED

Successors and Assigns. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns.

Date: 10/1/13

*Zm Wtd*  
Signature

\_\_\_\_\_  
Name of Employee (typed or printed)

EXHIBIT B to Magswitch Technology, Inc. Employment Confidential Information and Invention  
Assignment Agreement

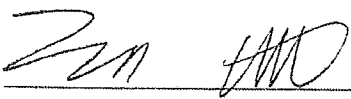
TERMINATION CERTIFICATION

- This is to certify that Thomas Whitt is no longer an employee of Magswitch Technology, Inc. having  
ceased employment on September 13<sup>th</sup>, 2017.

REDACTED

SIGNED:

Employee: Thomas Whitt (Name)

Signature:  Date: 9/13/17