

## PATENT ASSIGNMENT COVER SHEET

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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT
<b>CONVEYING PARTY DATA</b>	
<b>Name</b>	<b>Execution Date</b>
DARYOOSH SAEEDKIA	05/19/2021
ALEXANDER WILLIAM STRONG	05/14/2021
ROBERTO BRAVO	06/13/2016
<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	TETECHS INC.
<b>Street Address:</b>	170 COLUMBIA STREET WEST,
<b>Internal Address:</b>	SUITE 3
<b>City:</b>	WATERLOO
<b>State/Country:</b>	CANADA
<b>Postal Code:</b>	N2L 3L3
<b>PROPERTY NUMBERS Total: 1</b>	
<b>Property Type</b>	<b>Number</b>
<b>Application Number:</b>	16157737
<b>CORRESPONDENCE DATA</b>	
<b>Fax Number:</b>	(416)361-1398
<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>	4163647311
<b>Email:</b>	lmalcolm@bereskinparr.com
<b>Correspondent Name:</b>	BERESKIN & PARR LLP/S.E.N.C.R.L.S.R.L.
<b>Address Line 1:</b>	40 KING STREET WEST, 40TH FLOOR
<b>Address Line 4:</b>	TORONTO, CANADA M5H 3Y2
<b>ATTORNEY DOCKET NUMBER:</b>	23152-P50549US02
<b>NAME OF SUBMITTER:</b>	TIMOTHY J. SINNOTT
<b>SIGNATURE:</b>	/TJS/
<b>DATE SIGNED:</b>	05/28/2021
<b>Total Attachments: 9</b>	
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## ASSIGNMENT

WHEREAS **Daryoosh SAEEDKIA** whose full post office address is **432 Rideau River St., Waterloo, Ontario N2V 2Y4, Canada**; **Alexander William STRONG** whose full post office address is **17-350 Erbssville Road, Waterloo, Ontario N2T 2P7, Canada**; and **Robert BRAVO** whose full post office address is **8 Murphy Court, Guelph, Ontario N1G 2H8, Canada** (hereinafter "the Assignors"), are the inventors of one or more inventions which are subject of one or more patent applications as listed in the attached **Schedule A**;

AND WHEREAS, **TeTechS Inc.**, whose full post office address is **170 Columbia Street West, Suite 3, Waterloo, Ontario N2L 3L3, Canada** (hereinafter "the Assignee"), has acquired from the Assignors their entire right, title and interest in and to the invention, in all countries of the world, including their rights to the Application and all related applications and patents thereon, including any and all international, national and regional phase applications based on the Application, and other counterpart applications in all countries, and any and all substitutes, divisionals, continuations and continuations-in-part, and any Letters Patent that may be obtained therefor, and in any and all reissues, extensions, renewals and reexaminations of such applications and patents, including the right to claim priority to the Application, and to all related applications and patents thereon filed by the Assignors or Assignee, including the benefit of any right of priority provided by the International Convention for the Protection of Industrial Property, as amended, or by any convention which may henceforth be substituted for it, and the benefit of any right of priority provided by any convention or treaty under domestic or foreign law, and to invoke and claim any such right of priority without further written or oral authorization from the Assignors;

NOW THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged, the Assignors hereby confirm that, as of the filing date of the Application, they have assigned, and to any extent not done effective as of the filing date of the Application, do hereby sell and assign, transfer and set over to the Assignee, all their right, title and interest for Canada, the United States of America, its territories, dependencies and possessions, and for all other countries in the world, in and to the invention, including their rights to the Application, and all related applications and patents thereon, including the right to claim priority to the Application and to all related applications and patents thereon, to be held and enjoyed by the Assignee, its assigns and successors, as fully and entirely as the same would have been held and enjoyed by them, had this Assignment not been made.

The Assignors hereby confirm that the Application was made or was authorized to be made by themselves and that they believe themselves to be the original inventors or joint inventors of a claimed invention in the Application.

The Assignors shall without further consideration do all such things and execute all such documents as may be necessary or desirable to obtain and maintain the Application for the invention, and all related applications and patents thereon, in any and all countries, and to vest title thereto in the Assignee, its successors, assigns and legal representatives or nominees.

The Assignors and the Assignee authorize and empower Bereskin & Parr LLP/S.E.N.C.R.L., s.r.l., whose complete address is Scotia Plaza, 40 King Street West, 40th Floor, Toronto, Ontario M5H 3Y2, to insert on this Assignment any further identification, to prepare any translation which may be necessary or desirable in order to comply with the rules for recordation of this document in any country and to correct any clerical error in this Assignment.

The Commissioner of Patents & Trademarks is hereby authorized and requested to issue any Letters Patent for the Application, and all related applications thereon, to the Assignee, for its sole use and benefit, and for the use and benefit of its successors and assigns, to the full end of the term for which Letters Patent may be granted, as fully and entirely as the same would have been held by the Assignors had this Assignment and sale not been made.

If a provision of this Assignment is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Assignment, or the validity or enforceability in other jurisdictions of that or any other provision of this Assignment.

The Assignors hereby acknowledge that any willful false statement made in this assignment/declaration is punishable under 18 U.S.C. 1001 by fine or imprisonment of not more than five (5) years, or both.

For the purpose of all legal proceedings, this Assignment will be deemed to have been performed in the Province of Ontario and will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

This Assignment may be executed in any number of counterparts and all of such counterparts shall together constitute one and the same instrument.

The Parties confirm their express wish that this Assignment be drawn up in the English language. *Les parties confirment leur volonté expresse que cette cession soit rédigée en langue anglaise.*

**ASSIGNORS:**

SIGNED AT Waterloo this 12 day of May, 2021.

David M. Jaked  
Signature of Witness  
Name: David M. Jaked

D. Saedkia  
By: **Daryoosh SAEEDKIA**

SIGNED AT Waterloo this 14 day of May, 2021.

Iman Shafiq  
Signature of Witness  
Name: Iman Shafiq

Alexander William Strong  
By: **Alexander William STRONG**

SIGNED AT Wat this \_\_\_ day of \_\_\_\_\_, 20\_\_\_.

\_\_\_\_\_  
Signature of Witness  
Name: \_\_\_\_\_

\_\_\_\_\_  
By: **Robert BRAVO**

**ASSIGNEE:**

SIGNED AT Waterloo this 21 day of May, 2021.

David M.S. Jabeel  
Signature of Witness

Name: David M.S. Jabeel



By: **TeTechS Inc.**

Name: Darwish Saeed

Title: CEO

**Schedule A**

<b>B&amp;P Docket No.</b>	<b>Title</b>	<b>Application No.</b>	<b>Application Type</b>	<b>Filing Date</b>
23152-P50549US02	METHODS AND SYSTEMS FOR THICKNESS MEASUREMENT OF MULTI-LAYER STRUCTURES	16/157,737	U.S. Application	October 11, 2018
23152-P50549US01	METHODS AND SYSTEMS FOR THICKNESS MEASUREMENT OF MULTI-LAYER STRUCTURES	16/084,099	U.S. Application	September 11, 2018
23152-P50549CA00	METHODS AND SYSTEMS FOR THICKNESS MEASUREMENT OF MULTI-LAYER STRUCTURES	3,017,393	Canadian Patent	September 11, 2018
23152-P50549CA01	METHODS AND SYSTEMS FOR THICKNESS MEASUREMENT OF MULTI-LAYER STRUCTURES	3,020,472	Canadian Application	October 11, 2018
23152-P50549PC00	METHODS AND SYSTEMS FOR THICKNESS MEASUREMENT OF MULTI-LAYER STRUCTURES	PCT/CA2017/050409	International Application	April 4, 2017
23152-P50549US00	METHODS AND APPARATUS FOR THICKNESS MEASUREMENT OF MULTI-LAYER STRUCTURES	63/317,890	U.S. Provisional	April 4, 2016



**TeTechS Inc.**  
**EMPLOYEE NON-DISCLOSURE AND OWNERSHIP OF WORK PRODUCT**  
**AGREEMENT**

1. **General.** Mr. Roberto Bravo, a resident of the City of Guelph in the Province of Ontario (the "Employee"), as an employee of TeTechS Inc., a corporation incorporated pursuant to the laws of the Province of Ontario (the "Company"), wishes to provide technical services to the Company which may include product development and R&D services. In consideration of the Company entering into an employment agreement (the "Employment Agreement") with the Employee and as a condition of the Employment Agreement, the Employee acknowledges and agrees with the Company as set forth in this Agreement (herein called the "Agreement"), and that the Employee will devote his best efforts to the communications and public relations undertakings of the Company (herein called the "Services"). During the engagement of the Employee, the Employee will not engage in any activity or investment that conflicts with the Company's business interests.

2. **Non-Disclosure.** At all times during the engagement of the Employee in the performance of the Services, the Employee will not disclose to anyone other than the Company and those persons that are similarly engaged by the Company nor use for any purpose other than work for the Company (a) any confidential or proprietary technical, financial, marketing, manufacturing, distribution or other technical or business information or trade secrets of the Company, including without limitation, concepts, techniques, processes, methods, systems, designs, circuits, cost data, computer programs, formulas, development or experimental work, work in progress, customers and suppliers, or (b) any information the Company has received from others which the Company is obligated to treat as confidential or proprietary. If the Employee has any questions as to what comprises such confidential or proprietary information or trade secrets, or to who if anyone it may be disclosed, the Employee will consult with the President of the Company.

3. **Assignment of Inventions.** The term Inventions means, whether or not reduced to practice, inventions, discoveries, designs, developments, improvements, patents, copyrights, trade secrets, trademarks, trade dress or other intellectual property rights including without limitation, all software, source and object code, works of authorship, audiovisual works, characters, concepts, music, sounds, scenes, algorithms, designs, expressions, method or process, and other protectable rights.

The Employee will make prompt and full disclosure to the Company, and hereby grants, assigns, transfers and sets over unto the Company, exclusively all of the Employee's right, title and interest in and to any and all Inventions which relate to the business of the Company that the Employee solely or jointly, may have conceived, developed or reduced to practice during the period of time the Employee was engaged by the Company as an independent contractor. The Employee hereby waives and quitclaims to the Company any and all claims of any nature whatsoever that the Employee now or hereafter may have for infringement of any patent resulting from any patent applications for any Inventions so assigned to the Company. The Employee hereby waives any and all moral rights that the Employee now have or hereafter may have in the Inventions.

The obligation of the Employee to assign shall not apply to any Invention about which the Employee can prove that:

- (a) no trade secret information of the Company was used in its development; and
- (b) it does not relate (i) directly to the research and development undertakings of the Company, or (ii) to the actual or demonstrably anticipated research or development of the Company; and
- (c) it does not result from any work performed by the Employee for the Company.

4. **Excluded and Licensed Inventions.** The Employee has attached hereto a list describing all Inventions belonging to the Employee and made by the Employee prior to this engagement in the research

and development activities of the Company that the Employee wishes to have excluded from this Agreement. If no such list is attached, the Employee represents that there are no such Inventions. If in the course of the Employee's engagement in the research and development activities of the Company, the Employee uses in or incorporates into or permit the Company to use in or incorporate into a released or unreleased Company product, program, process or machine, an Invention owned by the Employee or in which the Employee have an interest, the Company is hereby granted and shall have an exclusive royalty-free, irrevocable, world-wide license to make, have made, use and sell that Invention without restriction as to the extent of my ownership or interest.

**5. Applications for Copyrights and Patents.** The Employee will execute any proper oath or verify any proper document in connection with carrying out the terms of this Agreement. If for any reason whatsoever, the Company is unable to secure the Employee's signature to apply for or to pursue any application for any Canadian or foreign patent or copyright covering Inventions assigned to the Company as stated above, the Employee hereby irrevocably designates and appoints the Company and its duly authorized officer and agent as the Employee's agent and attorney in fact, to act for the Employee and in the Employee's 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 Canadian and foreign patents and copyrights thereon with the same legal force and effect as if executed by the Employee. The Employee will have its officers testify at the Company's request and expense in any interference, litigation or other legal proceeding that may arise during or after the Employee's engagement by the Company.

**6. Third Party Information.** The Employee recognizes that the Company has received and 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. The Employee will not use or disclose such confidential or proprietary information except as necessary in carrying out my work for the Company and consistent with the Company's agreement with such third party.

**7. Prior Employer Information.** During the Employee's engagement with the Company the Employee will not use improperly or disclose any confidential or proprietary information or trade secrets of former or current employers, clients, customers or suppliers of the Employee and the Employee will not bring onto the premises where the research of the Company is being conducted any unpublished document or any property belonging to any such persons or entities without their consent. The Employee will not violate any non-disclosure or proprietary rights agreement the Employee might have signed in connection with any such person or entity.

**8. Equitable Relief.** The Employee acknowledges that any violation of this Agreement by the Employee will cause irreparable injury to the Company, and the Company shall be entitled to extraordinary relief in court, including, but not limited to, temporary restraining orders, preliminary injunctions and permanent injunctions, without the necessity of posting bond or security.

**9. Legal Fees.** If court proceedings are required to enforce any provision of this Agreement, the prevailing party shall be entitled to an award of reasonable and necessary expenses of litigation, including reasonable legal fees.

**10. Other Agreement.** This Agreement is entered into contemporaneous with and as a condition of the Employment Agreement. In the event of any conflict of the terms in this Agreement and the Employment Agreement, the terms of this Agreement shall govern. The Employee agrees that this Agreement shall be governed for all purposes by the laws of the Province of Ontario as such law applies to contracts to be performed within the Province of Ontario by residents of the Province of Ontario and that venue for any action arising out of this Agreement shall be properly brought in the Courts of the Province of Ontario or Federal Court in the Province of Ontario. If any provision of this Agreement shall be declared

excessively broad, it shall be construed so as to afford the Company the maximum protection permissible by law. If any provision of this Agreement is void or is so declared, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. This Agreement will bind the Company and the Employee and their respective personal representatives and successors and assigns, provided that the Employee may not assign, in whole or in part, without the Company's prior written consent, any rights or obligations of the Employee under this Agreement. The terms and conditions of this Agreement shall survive the termination of my engagement in the research activities of the Company.

11. The Employee acknowledges that the Employee's engagement as an independent contractor with the Company will commence on the date hereof.

**HAVING READ AND FULLY UNDERSTOOD THIS AGREEMENT**, I have signed my name this 13th day of June, 2016.

<u>Daniel Hailer</u>	<u>Robert Baum</u>
Witness	Employee
Inventions listed on attached Schedule: _____ Yes <input checked="" type="checkbox"/> No	

Acknowledgement:

**TeTechS Inc.**

Per: D. Saeedkia  
Daryoosh Saeedkia, President