

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6796367

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|---|------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | |
| NATURE OF CONVEYANCE: | ASSIGNMENT | |
| CONVEYING PARTY DATA | | |
| | Name | Execution Date |
| | JOHN O'CONNELL | 05/15/2007 |
| RECEIVING PARTY DATA | | |
| Name: | LGC WIRELESS, INC. | |
| Street Address: | 13625 TECHNOLOGY DRIVE | |
| City: | EDEN PRAIRIE | |
| State/Country: | MINNESOTA | |
| Postal Code: | 55344 | |
| PROPERTY NUMBERS Total: 1 | | |
| | Property Type | Number |
| | Application Number: | 14872846 |
| CORRESPONDENCE DATA | | |
| Fax Number: | (952)465-0771 | |
| <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> | | |
| Email: | docketing@fogglaw.com | |
| Correspondent Name: | FOGG & POWERS LLC | |
| Address Line 1: | 4600 W 77TH STREET | |
| Address Line 2: | SUITE 305 | |
| Address Line 4: | MINNEAPOLIS, MINNESOTA 55435 | |
| ATTORNEY DOCKET NUMBER: | ADC003438/100.894US01R1 | |
| NAME OF SUBMITTER: | EMILY J. RELLER | |
| SIGNATURE: | /Emily J. Reller/ | |
| DATE SIGNED: | 07/03/2021 | |
| Total Attachments: 5 | | |
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LGC WIRELESS

**LGC WIRELESS, INC.
CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT
FOR EMPLOYEES**

In part consideration of my employment or continued employment by LGC Wireless, Inc., a California corporation, or by any affiliate of that company (referred to together in this Agreement as the "Company"), I agree as follows, effective as of the date that my employment with the Company first began:

1. Other Employment or Consulting. During the term of my employment, I will not, without the prior written approval of the President, (a) engage in any other professional employment or consulting, or (b) directly or indirectly participate in or assist any business which is a current or potential supplier, customer, or competitor of the Company, except that I may invest to an extent not exceeding one percent of the total outstanding shares in each of one or more companies whose shares are listed on national securities exchange or quoted daily by NASDAQ.

2. Disclosure of Inventions. Except as provided in the next sentence, I will disclose in confidence promptly to the Company any ideas, inventions, works of authorship (including but not limited to computer programs, software, and documentation), improvements, or discoveries, whether or not patentable or copyrightable ("Work Product"), which during the term of my employment, whether or not in the course of my employment, I may conceive, make, develop, work on, or first reduce to practice, in whole or in part, either solely or jointly with others, whether or not reduced to drawings, written description, documentation, models, or other tangible form. The disclosure requirement of the preceding sentence shall not apply to Work Product (a) for which no equipment, supplies, facilities, or trade secret information of the Company was used, (b) which was developed entirely on my own time, (c) which does not relate to the business of the Company or to the Company's actual or demonstrably anticipated research or development, and (d) which does not result from any work performed by me for the Company. Work Product satisfying conditions (a), (b), (c), and (d) above is referred to in this Agreement as "Personal Work Product". I agree that if I am in doubt as to whether any given Work Product must be disclosed to the Company by the terms of this Agreement, I will refer such question to management of the Company.

3. Assignment of Inventors. I agree that all Work Product, other than Personal Work Product and Work Product for Axio and SimpliGlobal, shall immediately and without further consideration become and be the exclusive property of the Company, its successors, and assigns. I hereby assign to the Company all patents, copyrights, mask works or other statutory or common law protections in any and all countries for the Work Product, except Personal Work Product and Work Product for Axio and SimpliGlobal. Notice is hereby given that the foregoing inventions assignable to the Company do not include any invention which qualifies fully for exemption under Section 2870 of the California Labor Code. I hereby appoint the Company's Secretary or any other officer of the Company as my attorney-in-fact and agent to execute all documents necessary or appropriate to perfect or enforce all rights assigned under this Agreement.

4. Assistance in Maintaining Proprietary Rights. I agree to assist the Company in every proper way, including the signing of any and all papers, authorizations, applications, and assignments, and the making and keeping of proper records, and the giving of evidence and testimony (all entirely at the Company's expense), to obtain and to maintain for the use and benefit of the Company or its nominees patents, copyrights, mask works or other protection, in all countries, for any and all Work Product described in Section 3 above. My obligations under this Section 4 will extend beyond any termination of my employment with the Company.

5. Data and Records. I understand and agree that all data and records coming into my possession or kept by me in connection with my employment, including, without limitation, notebooks, drawings, and blueprints; computer programs, software, and documentation; bulletins, parts lists, reports, and customer lists; production, cost, purchasing, and marketing information; and employment data, including policies and salary information, and the exclusive property of the Company. I agree to return to the Company all originals and copies of such data and records upon termination of my employment for any reason unless specific written consent is obtained from the Chief Executive Officer to retain any such data or records.

6. Confidentiality. I will regard and preserve as confidential and will not divulge to unauthorized persons, or use or permit persons who are under my direction or supervision to use, for any unauthorized purposes, either during or after the term of my employment, any information, matter, or thing of secret, confidential, or private nature connected with the business of the Company or any of its suppliers, customers or affiliates without the written consent of the Board of Directors of the Company until such time as such information otherwise becomes public knowledge or is disclosed to me without restrictions as a matter of right by a third party not affiliated with or working for the Company. Included within the meaning of the foregoing are matters of a technical nature, such as know-how, formulae, computer programs, software and documentation, secret processes or machines, inventions and research projects; and matters of a business nature, such as information about costs, profits, markets, sales, customers, suppliers, and employees (including salary, evaluation, and other personnel data); plans for further development; and any other information of a similar nature. I acknowledge that, although certain information or technology may be generally known in the relevant industry, the fact that the Company uses it, and how the Company uses it, may not be so known and therefore is subject to non-disclosure and non-use. Furthermore, the fact that various fragments of information or data be generally known in the relevant industry does not mean that the manner in which the Company combines them and the results obtained thereby are so known and in such instance are also subject to non-disclosure and on-use.

Excluded from the restrictions of this Section 6 is information known to me prior to its disclosure to me by the Company. I agree that before making any disclosure or use of confidential information not previously approved in writing by the Chief Executive Officer of the Company in reliance upon this exclusion or the fact that the information is public knowledge (other than through the Company's own public disclosure) or has been

disclosed to me without restriction as a matter of right by a third party, I will give the Company at least ten (10) business days prior written notice specifying the applicable reason and the circumstances giving rise thereto. I agree that I shall have the burden of proving by clear and convincing evidence that the given reason applies to such information under such circumstances.

7. Inventions to Which Rights are Retained. As a matter of record, I have completed, and have been given sufficient time to complete, Schedule A attached to this Agreement, which contains a complete list of all ideas, inventions, works, improvements, and discoveries, patented and un-patented, copyrighted and not copyrighted, which were completed prior to my employment with the Company and which I desire to have specifically excluded from the operation of Sections 2 and 3 of this Agreement.

8. No Conflict with Other Agreements. I represent that my performance of all the terms of this Agreement and my work for the Company does not and will not breach any invention assignment or proprietary information agreement with any former employer or other party or create any conflict of interest with anyone. I agree that I will not disclose to the Company or use for the benefit of the Company any confidential information derived from sources other than employment with the Company. I agree that If I am in doubt as to the confidential status of any information, or if any information is alleged by any third party to be proprietary, I will refer to the management of the Company the question of whether such information is available for disclosure and use for the benefit of the Company. I will not enter into any other agreement with any other person or entity, either written or oral, in conflict with the terms of this Agreement.

9. Disclosure of Agreement. I hereby authorize the Company to disclose this Agreement and my responsibilities under this Agreement to any person or entity, including, without limitation, my future employers or clients.

10. Severability. If the application of any provision or provisions of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by any court of competent jurisdiction, then (a) the validity and enforceability of such provision or provisions as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision or provisions shall be reformed to and only to the extent necessary to make it valid or enforceable under such circumstances.

11. Not a Contract of Employment. I understand that this Agreement does not constitute a contract of employment or obligate the Company to employ me for any specific period of time. This Agreement shall not be terminated or altered by changes in duties, compensation, or other terms of my employment. Except as may otherwise be agreed to in writing between the Company and myself, my employment with the Company shall be terminable at any time at the will of either myself or the Company, with or without cause, and shall be automatically terminated upon my death or disability.

12. Non-Solicitation of Company Employees

During the term of my employment and for one (1) year thereafter, I will not encourage or solicit any employee of the Company to leave the Company for any reason or to accept employment with any other company. As part of this restriction, I will not interview or provide any input to any third party regarding any such person during the period in question. However, this obligation shall not affect any responsibility I may have as an employee of the Company with respect to the bona fide hiring and firing of Company personnel.

13. Supersedes Prior Agreements.

This Agreement supersedes the provisions of any agreements I have previously entered into with the Company, whether written or oral, concerning the subject matter of this Agreement.

I UNDERSTAND THAT THIS AGREEMENT IS EFFECTIVE AS OF THE DATE OF MY EMPLOYMENT WITH THE COMPANY COMMENCED OR WILL COMMENCE.

EMPLOYEE:


Signature

John O'Connell
Printed Name

5-15-07

Date Executed

Accepted by:
LGC WIRELESS, INC.


By
Signature

Ian V. Sugarbroad
Printed Name and Title President, CEG

5-14-07

Date Executed

SCHEDULE A

(List here all previous ideas, inventions, works, improvements, and discoveries completed prior to your employment with the Company which you desire to have specifically excluded from the operation of Sections 2 and 3 of this Agreement. Continue on the reverse side if necessary. If none, enter "none" in the space below.)

THIS LIST CONTAINS

ITEMS.

EMPLOYEE:

Accepted by:
LGC WIRELESS, INC.

Signature

By
Signature

Printed Name

Printed Name and Title

Date

Date