

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT6858795

|                                                                                                                                                                                                 |                                                                             |                       |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------|-----------------------|
| <b>SUBMISSION TYPE:</b>                                                                                                                                                                         | NEW ASSIGNMENT                                                              |                       |
| <b>NATURE OF CONVEYANCE:</b>                                                                                                                                                                    | CONFIDENTIALITY AND PROPRIETARY RIGHTS AGREEMENT --<br>ASSIGNING INVENTIONS |                       |
| <b>CONVEYING PARTY DATA</b>                                                                                                                                                                     |                                                                             |                       |
|                                                                                                                                                                                                 | <b>Name</b>                                                                 | <b>Execution Date</b> |
|                                                                                                                                                                                                 | JULIAN CYRUS                                                                | 06/01/2018            |
|                                                                                                                                                                                                 | LUKE BOWERSOX                                                               | 09/03/2019            |
|                                                                                                                                                                                                 | COLBY MOXHAM                                                                | 05/14/2019            |
| <b>RECEIVING PARTY DATA</b>                                                                                                                                                                     |                                                                             |                       |
| <b>Name:</b>                                                                                                                                                                                    | LUNAR OUTPOST INC.                                                          |                       |
| <b>Street Address:</b>                                                                                                                                                                          | 17700 S GOLDEN RD                                                           |                       |
| <b>Internal Address:</b>                                                                                                                                                                        | STE 102                                                                     |                       |
| <b>City:</b>                                                                                                                                                                                    | GOLDEN                                                                      |                       |
| <b>State/Country:</b>                                                                                                                                                                           | COLORADO                                                                    |                       |
| <b>Postal Code:</b>                                                                                                                                                                             | 80401                                                                       |                       |
| <b>PROPERTY NUMBERS Total: 1</b>                                                                                                                                                                |                                                                             |                       |
|                                                                                                                                                                                                 | <b>Property Type</b>                                                        | <b>Number</b>         |
|                                                                                                                                                                                                 | Application Number:                                                         | 17217979              |
| <b>CORRESPONDENCE DATA</b>                                                                                                                                                                      |                                                                             |                       |
| <b>Fax Number:</b>                                                                                                                                                                              |                                                                             |                       |
| <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>                                                                                                                                                                                   | 3035141991                                                                  |                       |
| <b>Email:</b>                                                                                                                                                                                   | docketing2@virtualipsupport.com                                             |                       |
| <b>Correspondent Name:</b>                                                                                                                                                                      | STEPHEN B. KATSAROS                                                         |                       |
| <b>Address Line 1:</b>                                                                                                                                                                          | 600 17TH STREET, SUITE 2800 SOUTH                                           |                       |
| <b>Address Line 4:</b>                                                                                                                                                                          | DENVER, COLORADO 80202                                                      |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>                                                                                                                                                                  | P108.004.NON.US                                                             |                       |
| <b>NAME OF SUBMITTER:</b>                                                                                                                                                                       | KETHYA TEUK                                                                 |                       |
| <b>SIGNATURE:</b>                                                                                                                                                                               | /Kethya Teuk/                                                               |                       |
| <b>DATE SIGNED:</b>                                                                                                                                                                             | 08/11/2021                                                                  |                       |
| <b>Total Attachments: 24</b>                                                                                                                                                                    |                                                                             |                       |
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source=Colby Employee Inventions Agreement\_small\_Redacted#page8.tif

# LUNAR OUTPOST INC.

## EMPLOYEE INVENTIONS AND PROPRIETARY INFORMATION AGREEMENT

The following agreement (the "Agreement") between Lunar Outpost Inc., a Delaware corporation (the "Company"), and the individual identified on the signature page to this Agreement ("Employee" or "I") is effective as of the first day of Employee's employment by the Company and confirms and memorializes the agreement that (regardless of the execution date hereof) the Company and I have had since the commencement of my employment (which term, for purposes of this Agreement, shall be deemed to include any relationship of service to the Company that I may have had prior to actually becoming an employee). I acknowledge that this Agreement is a material part of the consideration for my employment or continued employment by the Company. In exchange for the foregoing and for other good and valuable consideration, including my access to and use of the Company's Inventions (defined below) and Proprietary Information (defined below) for performance of my employment, training and/or receipt of certain other valuable consideration, the parties agree as follows:

### 2. Inventions.

a. **Definitions.** "Company Interest" means any of the Company's current and anticipated business, research and development, as well as any product, service, other invention or Intellectual Property Rights (defined below) that is sold, leased, used, licensed, provided, proposed, under consideration or under development by the Company. "Intellectual Property Rights" means any and all patent rights, copyright rights, trademark rights, mask work rights, trade secret rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world (including any application therefor and any rights to apply therefor, as well as all rights to pursue remedies for infringement or violation thereof). "Invention" means any idea, concept, discovery, learning, invention, development, research, technology, work of authorship, trade secret, software, firmware, content, audio-visual material, tool, process, technique, know-how, data, plan, device, apparatus, specification, design, prototype, circuit, layout, mask work, algorithm, program, code, documentation or other material or information, tangible or intangible, and all versions, modifications, enhancements and derivative works thereof, whether or not it may be patented, copyrighted, trademarked or otherwise protected.

b. **Assignment.** The Company shall own, and I hereby assign and agree to assign, all right, title and interest in and to all Inventions (including all Intellectual Property Rights therein, related thereto or embodied therein) that are collected, made, conceived, developed, reduced to practice or set out in any tangible medium of expression or otherwise created, in whole or in part (collectively "Created"), by me during the term of my employment with the Company that either (i) arise out of any use of the Company's facilities, equipment, Proprietary Information or other assets (collectively "Company Assets") or any research or other activity conducted by, for or under the direction of the

Company (whether or not conducted (A) at the Company's facilities; (B) during working hours or (C) using Company Assets), or (ii) are useful with or in or relate directly or indirectly to any Company Interest. I will promptly disclose and provide all of the foregoing Inventions (the "Assigned Inventions") to the Company. However, the foregoing does not purport to assign to the Company (and Assigned Inventions shall not include) any Invention that: (1) by law (including, without limitation, the applicable statutory provision for my state of employment set forth in Appendix A, if any) I cannot be required to so assign; or (2) otherwise meets all of the following requirements: (I) the Invention is Created entirely on my own time; (II) the invention is Created entirely without use of any Company Assets and (III) the Invention is not useful with or related to any Company Interest. Nevertheless, if I believe any Invention Created by me during the term of my employment is not within the definition of Assigned Inventions, I will nevertheless disclose it to the Company so that the Company may make its assessment.

c. **Assurances.** I hereby make and agree to make all assignments to the Company necessary to effectuate and accomplish the Company's ownership in and to all Assigned Inventions. I will further assist the Company, at its expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company and its officers as my agents and attorneys-in-fact, coupled with an interest, to act for and on my behalf to execute and file any document and to perform all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me.

d. **Other Inventions.** If (i) I use or disclose any Restricted Materials when acting within the scope of my employment (or otherwise to or on behalf of the Company) or (ii) any Assigned Invention cannot be fully made, used, reproduced, sold, distributed, modified, commercialized or otherwise exploited (collectively, "Exploited") without using, misappropriating, infringing or violating any Restricted Materials, I hereby grant and agree to grant to the Company a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, non-exclusive, assignable, transferable, sublicensable right and license to use, disclose, fully Exploit and exercise all rights in such Restricted Materials and all Intellectual Property Rights embodied therein or related thereto. I will not use or disclose any Restricted Materials for which I am not fully authorized to grant the foregoing license.

e. **Moral Rights.** To the extent allowed by applicable law, the terms of this Section 2 include all rights of paternity, integrity,

disclosure, withdrawal and any other rights that may be known or referred to as moral rights, artist's rights, droit moral or the like (collectively, "Moral Rights"). To the extent I retain any such Moral Rights under applicable law, I hereby ratify and consent to any action that may be taken with respect to such Moral Rights by or authorized by the Company, and agree not to assert any Moral Rights with respect thereto. I will confirm any such ratification, consent or agreement from time to time as requested by the Company. Furthermore, I agree that notwithstanding any rights of publicity, privacy or otherwise (whether or not statutory) anywhere in the world and without any further compensation, the Company may and is hereby authorized to use my name, likeness and voice in connection with promotion of its business, products and services, and to allow others to do the same.

### 3. Proprietary Information.

[REDACTED]

as follows:

(1) An individual shall not be held criminally or civilly liable

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b. Acknowledgments.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



*(Signature Page Follows)*

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, WITH THE UNDERSTANDING THAT I EITHER (1) HAVE RETAINED A COPY OF THIS AGREEMENT OR (2) MAY REQUEST A COPY OF THIS AGREEMENT FROM THE COMPANY AT ANY TIME.

COMPANY

By: [Signature]

Name: Justin Cyrus

Title: CEO

Dated: 6/1/2018

EMPLOYEE

By: [Signature]

Name: Justin Cyrus

Address: 6909 Farmington Village Rd

Littleton, CO 80125

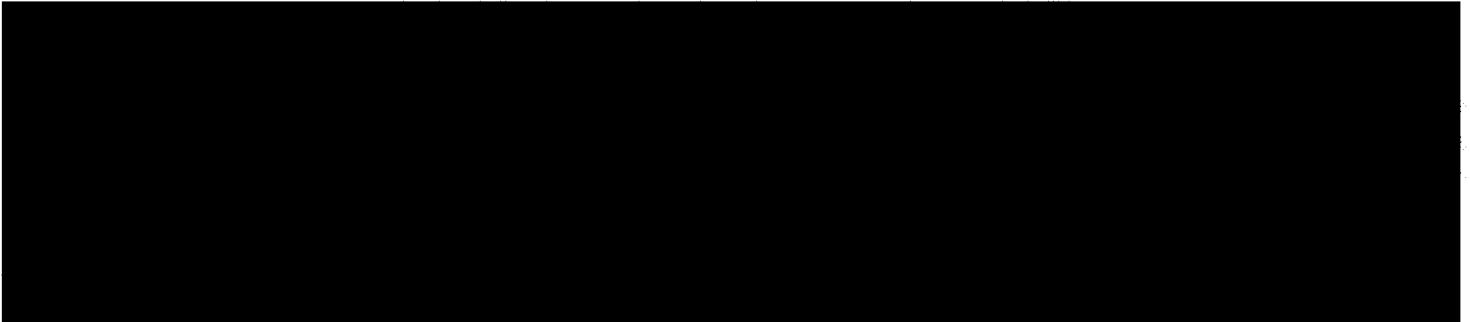
Dated: 6/1/2018

Appendix A

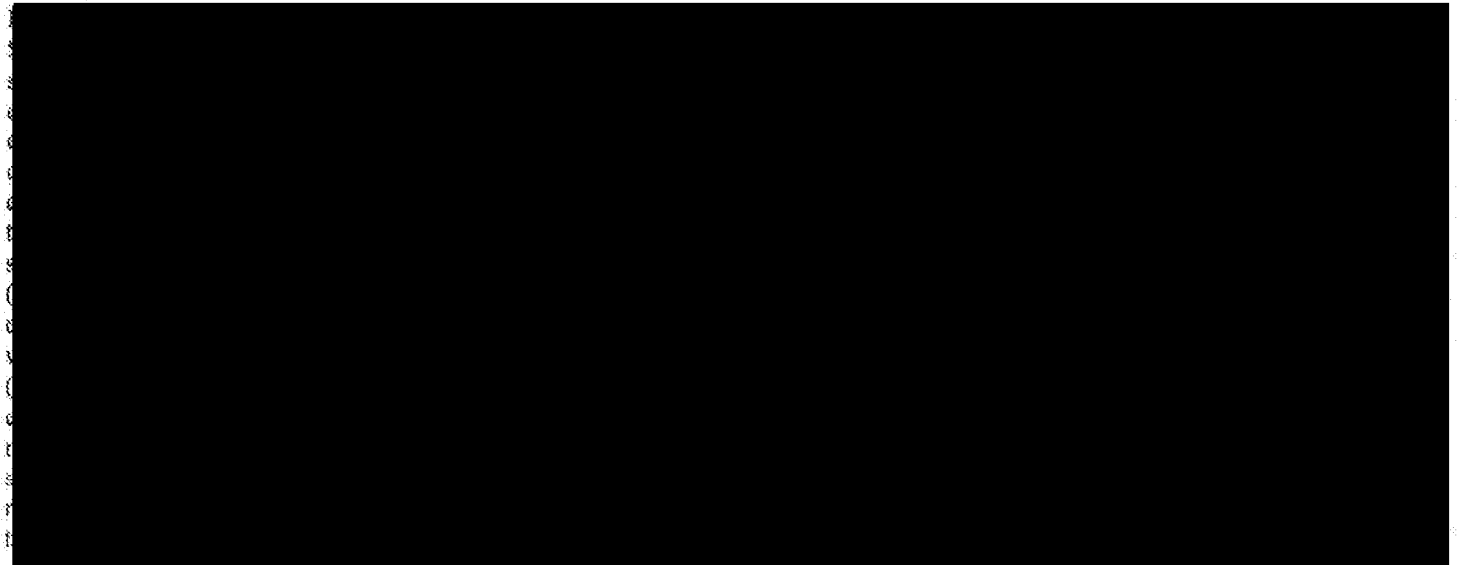
If I am employed by the Company in the State of California, the following provision applies:



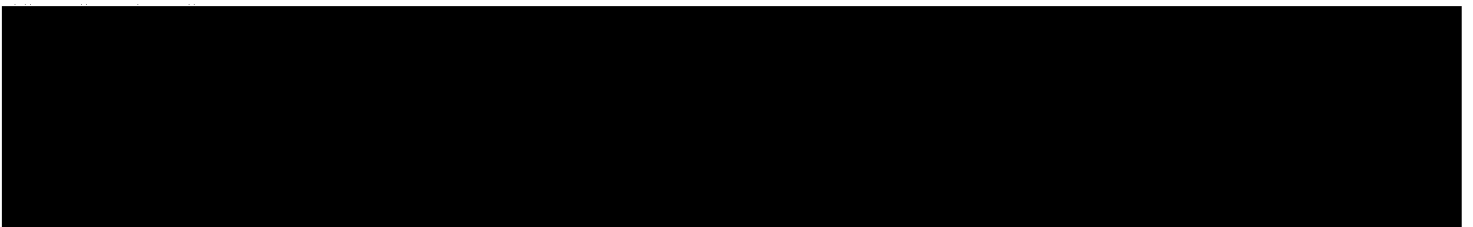
If I am employed by the Company in the State of Delaware, the following provision applies:

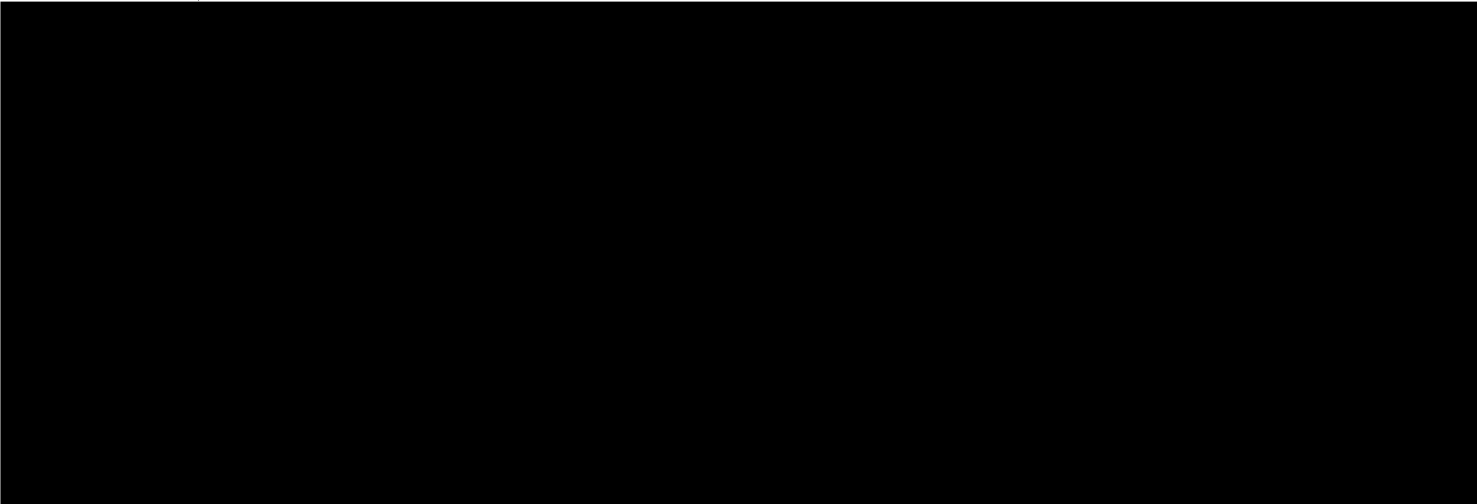


If I am employed by the Company in the State of Illinois, the following provision applies:

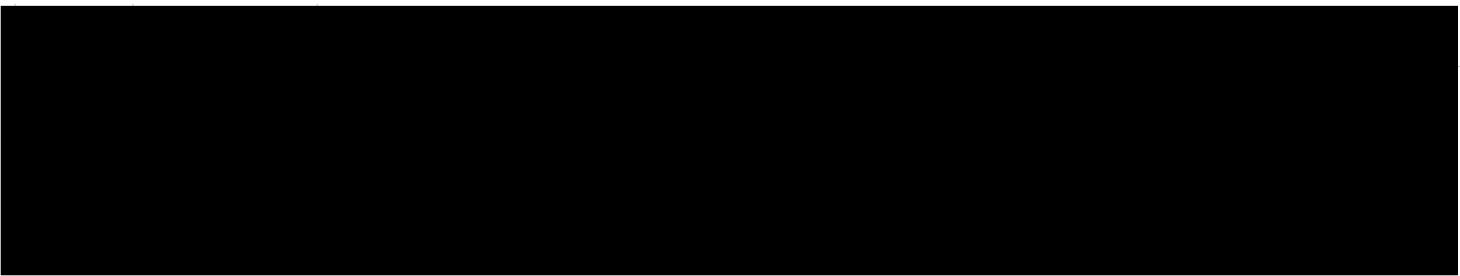


If I am employed by the Company in the State of Kansas, the following provision applies:

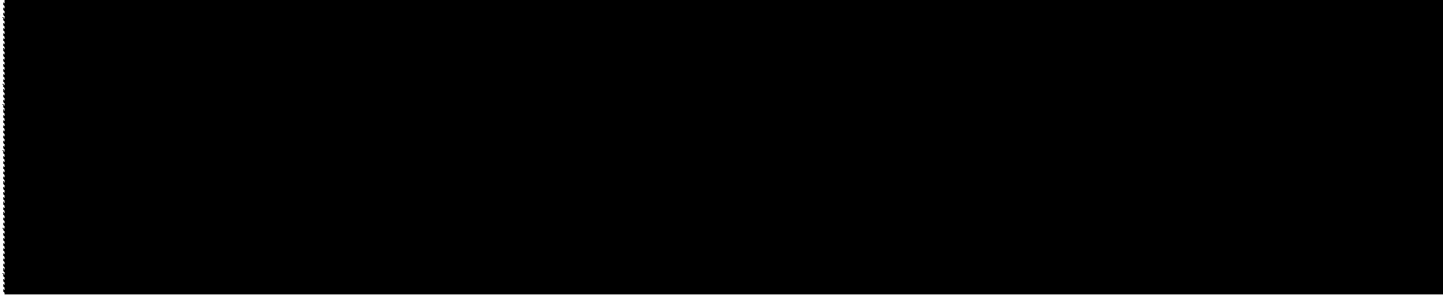




If I am employed by the Company in the State of Minnesota, the following provision applies:



If I am employed by the Company in the State of North Carolina, the following provision applies:

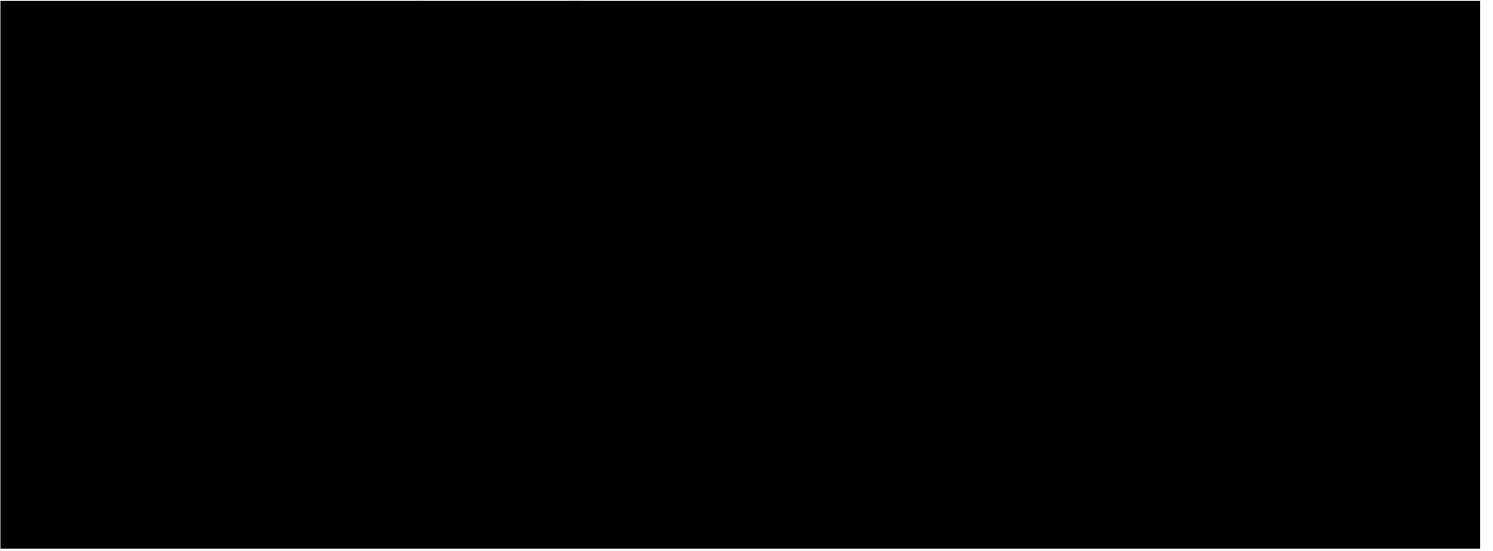


If I am employed by the Company in the State of Utah, the following provision applies:





If I am employed by the Company in the State of Washington, the following provision applies:



## EMPLOYEE INVENTIONS AND PROPRIETARY INFORMATION AGREEMENT

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b. **Assignment.** The Company shall own, and I hereby assign and agree to assign, all right, title and interest in and to all Inventions (including all Intellectual Property Rights therein, related thereto or embodied therein) that are collected, made, conceived, developed, reduced to practice or set out in any tangible medium of expression or otherwise created, in whole or in part (collectively "Created"), by me during the term of my employment with the Company that either (i) arise out of any use of the Company's facilities, equipment, Proprietary Information or other assets (collectively "Company Assets") or any research or other activity conducted by, for or under the direction of the

Company (whether or not conducted (A) at the Company's facilities; (B) during working hours or (C) using Company Assets), or (ii) are useful with or in or relate directly or indirectly to any Company Interest. I will promptly disclose and provide all of the foregoing Inventions (the "Assigned Inventions") to the Company. However, the foregoing does not purport to assign to the Company (and Assigned Inventions shall not include) any Invention that: (1) by law (including, without limitation, the applicable statutory provision for my state of employment set forth in Appendix A, if any) I cannot be required to so assign; or (2) otherwise meets all of the following requirements: (I) the Invention is Created entirely on my own time; (II) the Invention is Created entirely without use of any Company Assets and (III) the Invention is not useful with or related to any Company Interest. Nevertheless, if I believe any Invention Created by me during the term of my employment is not within the definition of Assigned Inventions, I will nevertheless disclose it to the Company so that the Company may make its assessment.

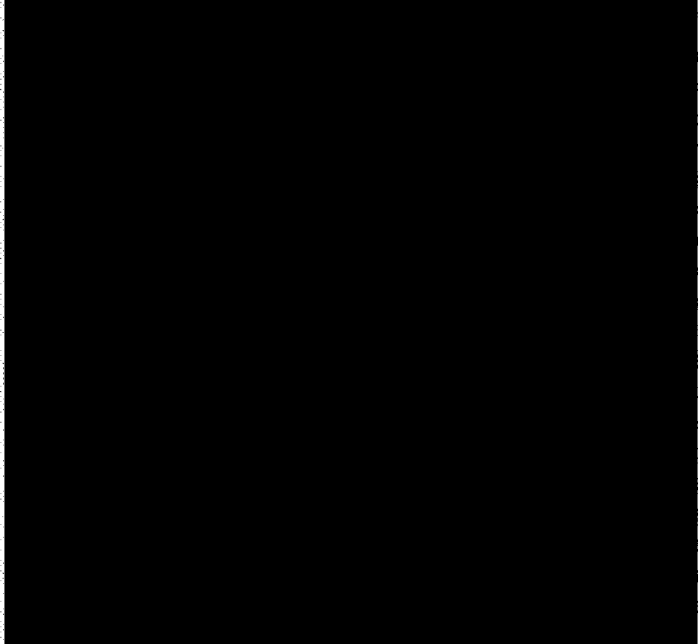
c. **Assurances.** I hereby make and agree to make all assignments to the Company necessary to effectuate and accomplish the Company's ownership in and to all Assigned Inventions. I will further assist the Company, at its expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company and its officers as my agents and attorneys-in-fact, coupled with an interest, to act for and on my behalf to execute and file any document and to perform all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me.

d. **Other Inventions.** If (i) I use or disclose any Restricted Materials when acting within the scope of my employment (or otherwise to or on behalf of the Company) or (ii) any Assigned Invention cannot be fully made, used, reproduced, sold, distributed, modified, commercialized or otherwise exploited (collectively, "Exploited") without using, misappropriating, infringing or violating any Restricted Materials, I hereby grant and agree to grant to the Company a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, non-exclusive, assignable, transferable, sublicensable right and license to use, disclose, fully Exploit and exercise all rights in such Restricted Materials and all Intellectual Property Rights embodied therein or related thereto. I will not use or disclose any Restricted Materials for which I am not fully authorized to grant the foregoing license.

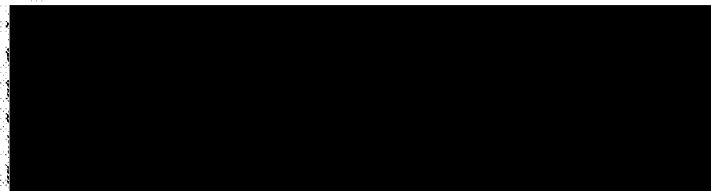
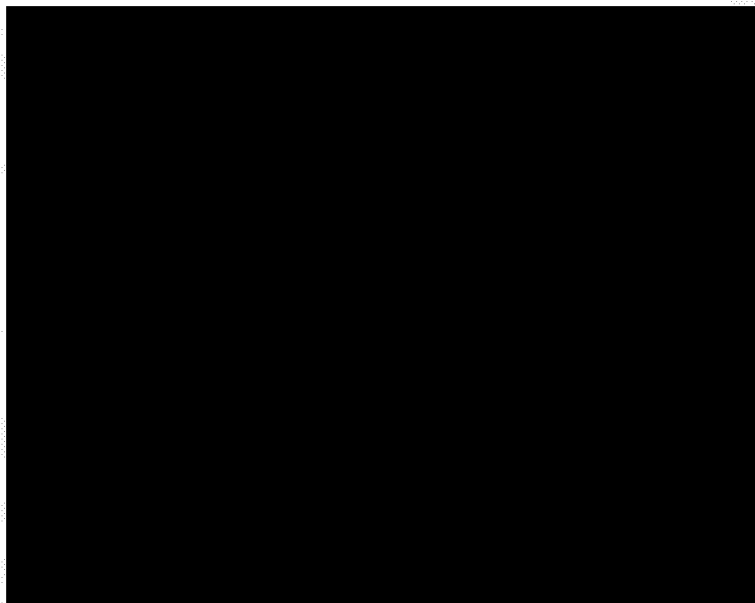
e. **Moral Rights.** To the extent allowed by applicable law, the terms of this Section 2 include all rights of paternity, integrity,



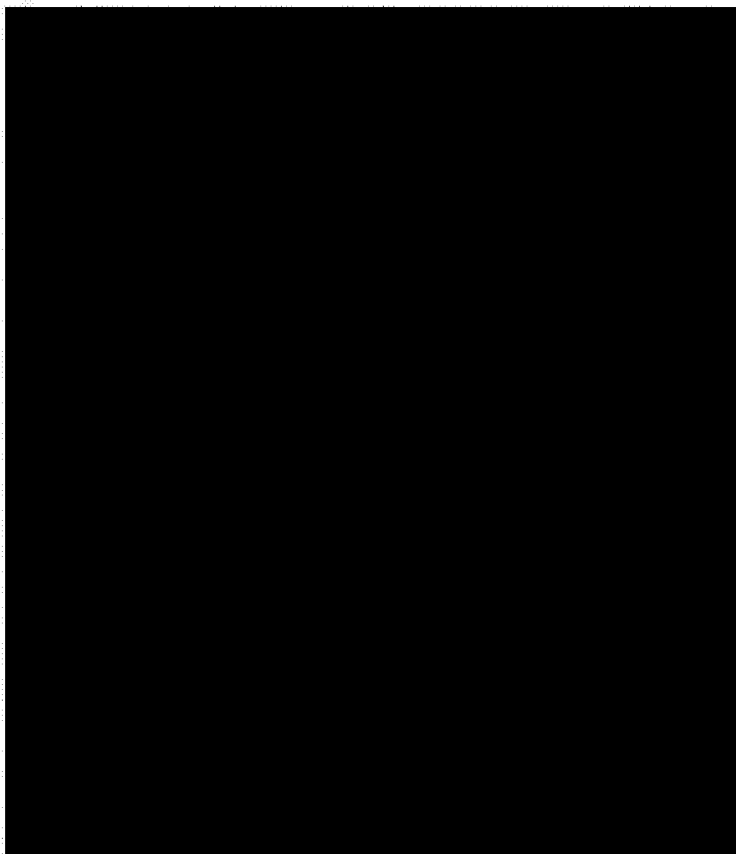
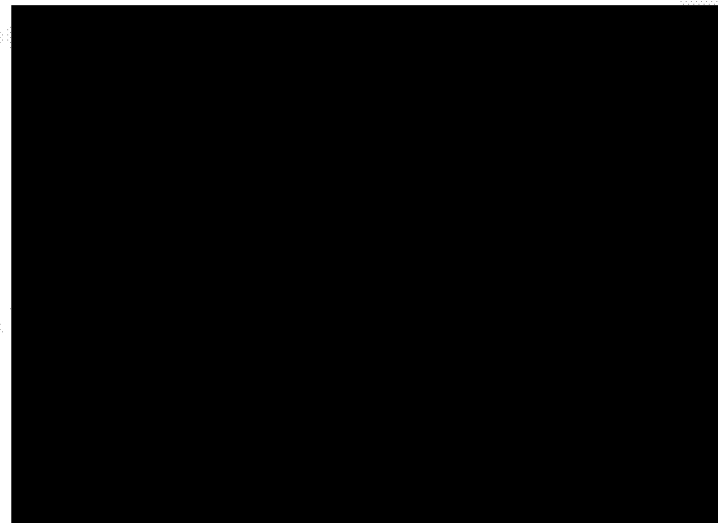
Common Systems. I also recognize and agree that I have



3. Proprietary Information.



as follows:



b. Acknowledgments.

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I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, WITH THE UNDERSTANDING THAT I EITHER (1) HAVE RETAINED A COPY OF THIS AGREEMENT OR (2) MAY REQUEST A COPY OF THIS AGREEMENT FROM THE COMPANY AT ANY TIME.

COMPANY

By: [Signature]

Name: Justin Lyons

Title: CEO

Dated: 9/3/2019

EMPLOYEE

By: [Signature]

Name: Luke Bovero

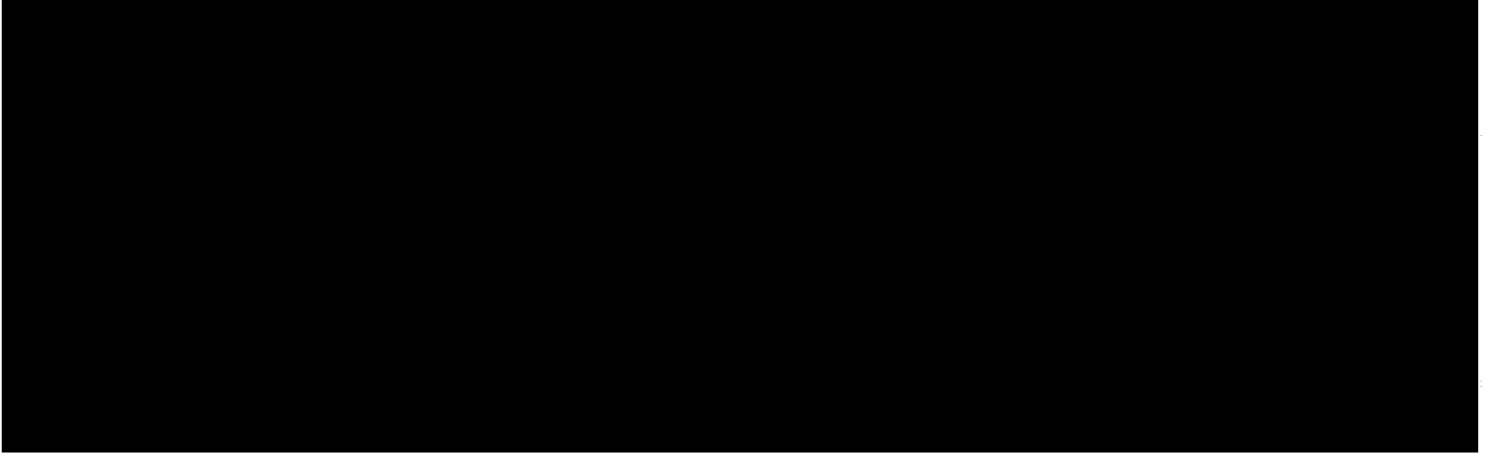
Address: 17225 WIZW AVE

GOLDEN CO 80401

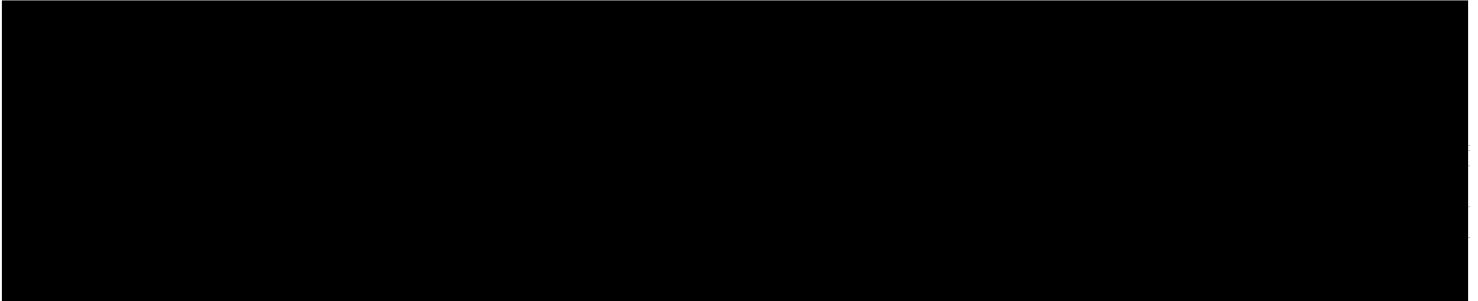
Dated: 9/3/19

Appendix A

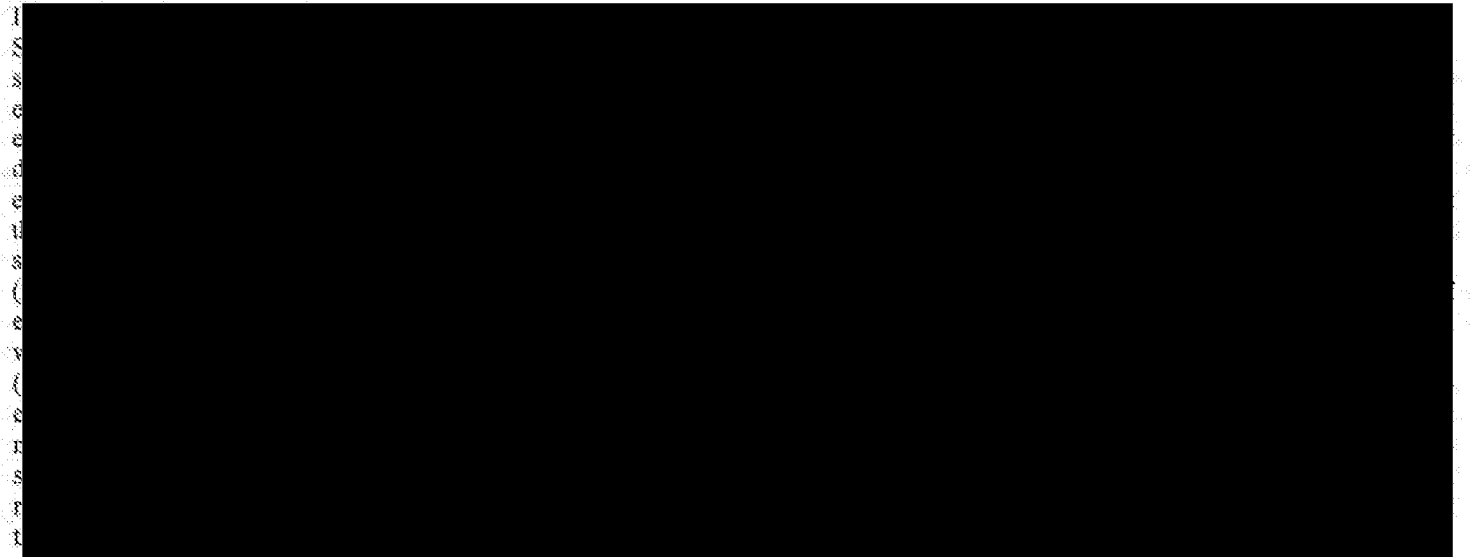
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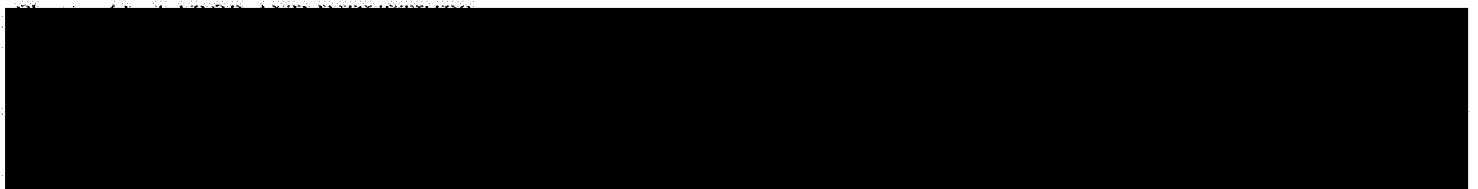
If I am employed by the Company in the State of Delaware, the following provision applies:

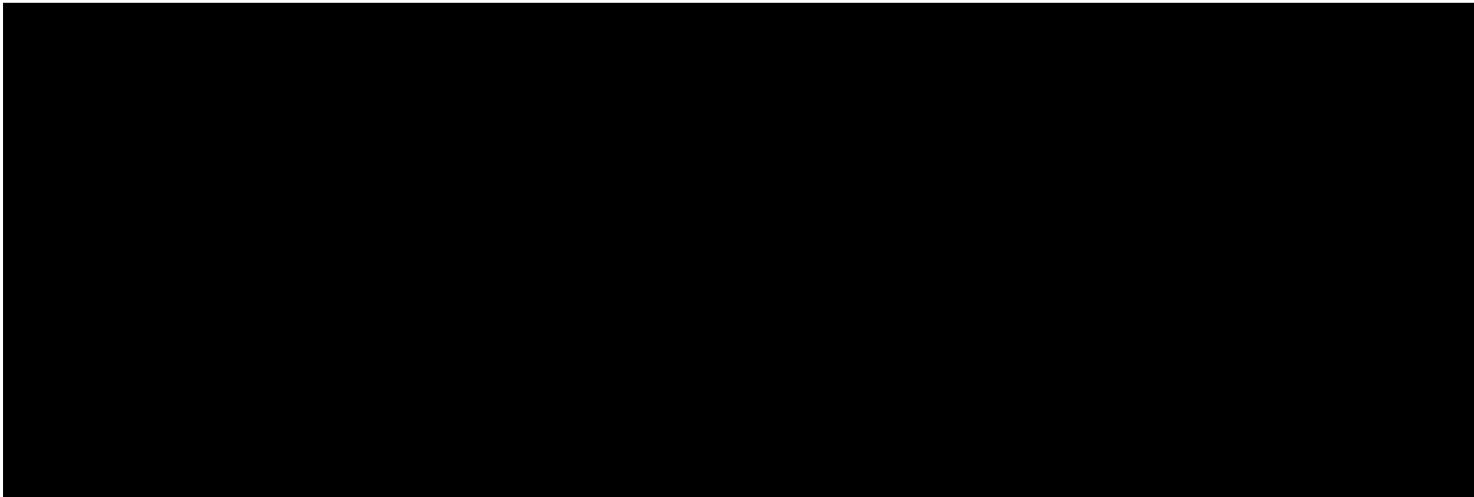


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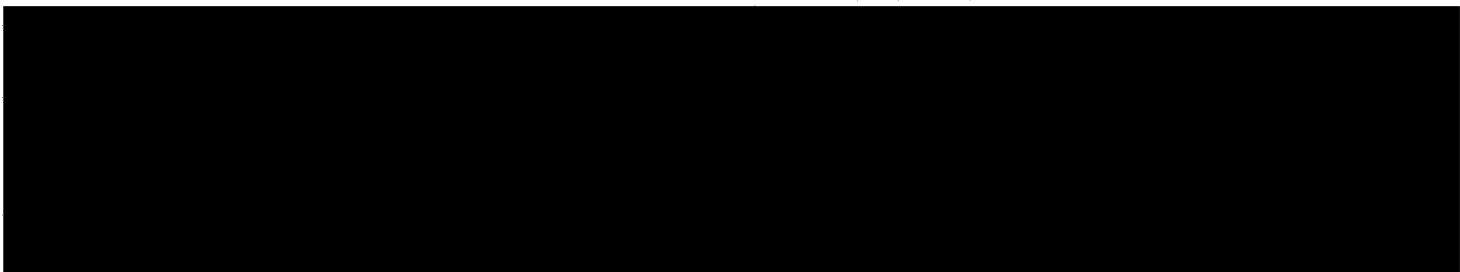


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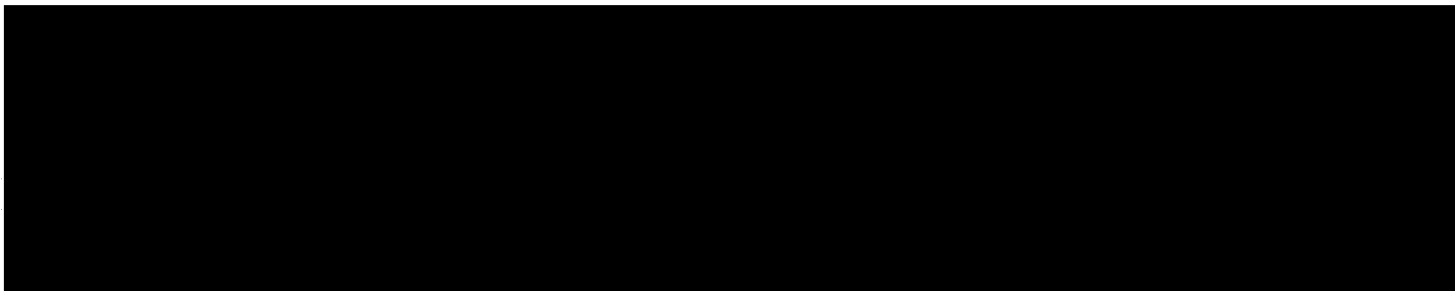




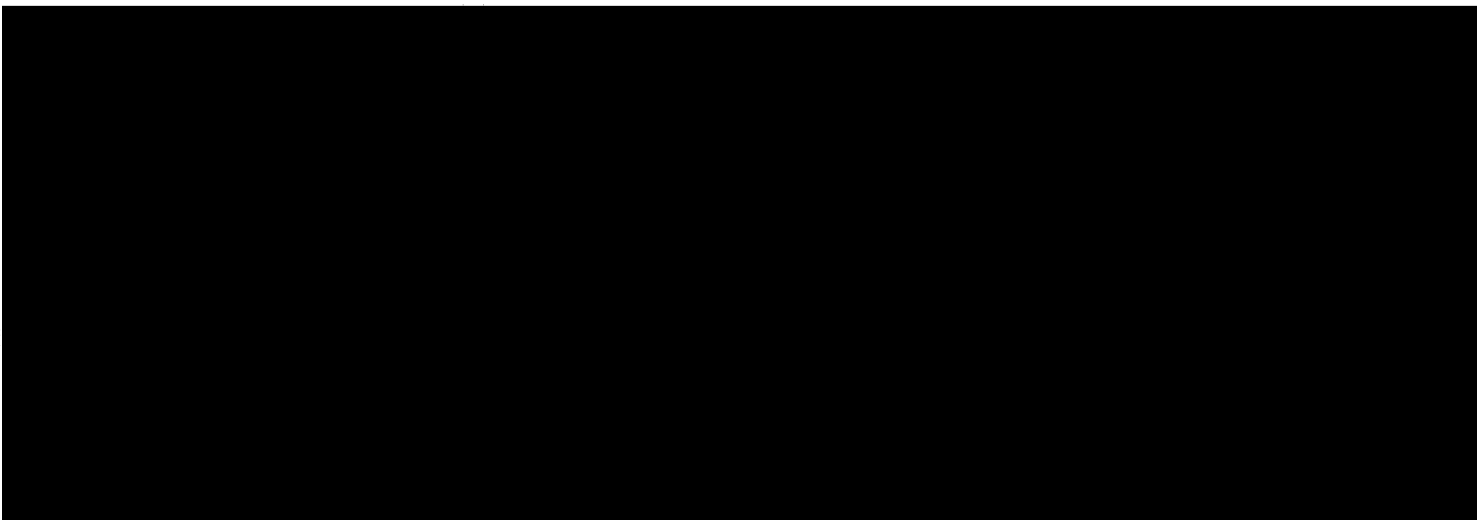
If I am employed by the Company in the State of Minnesota, the following provision applies:

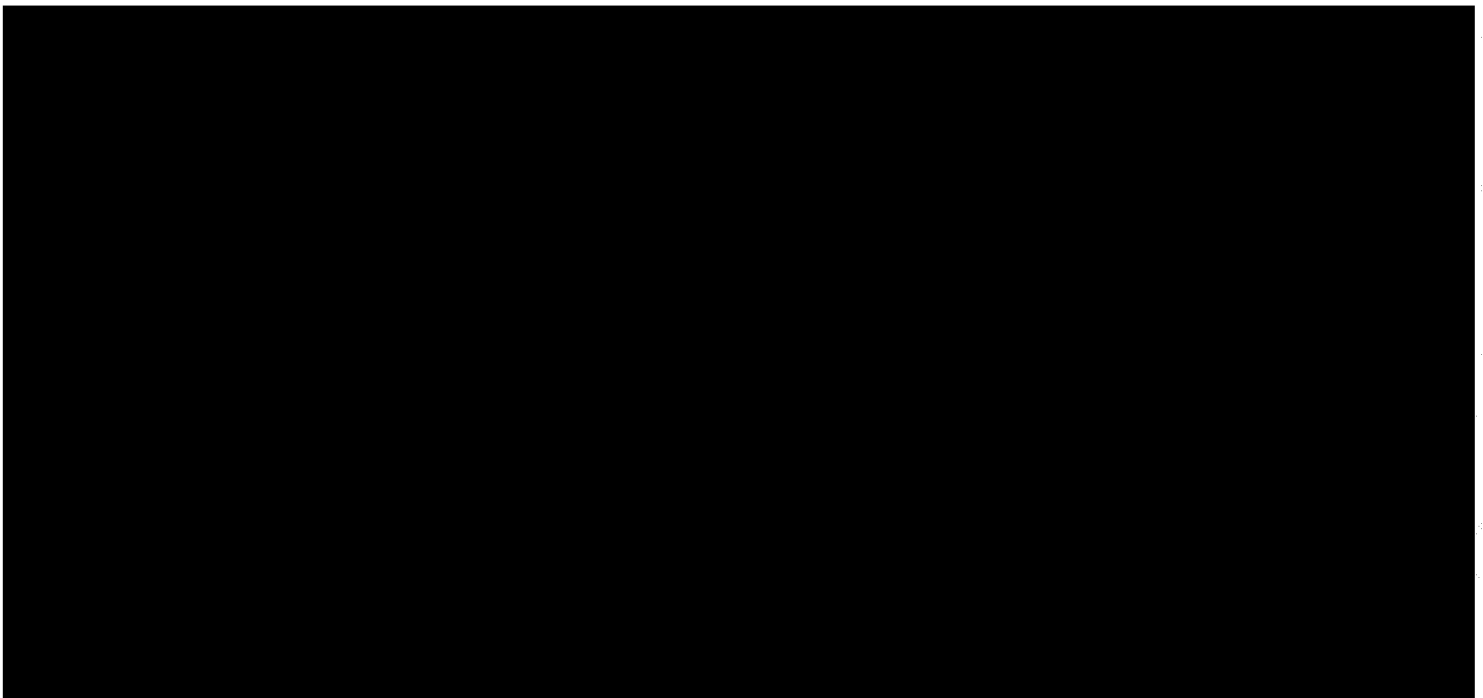


If I am employed by the Company in the State of North Carolina, the following provision applies:

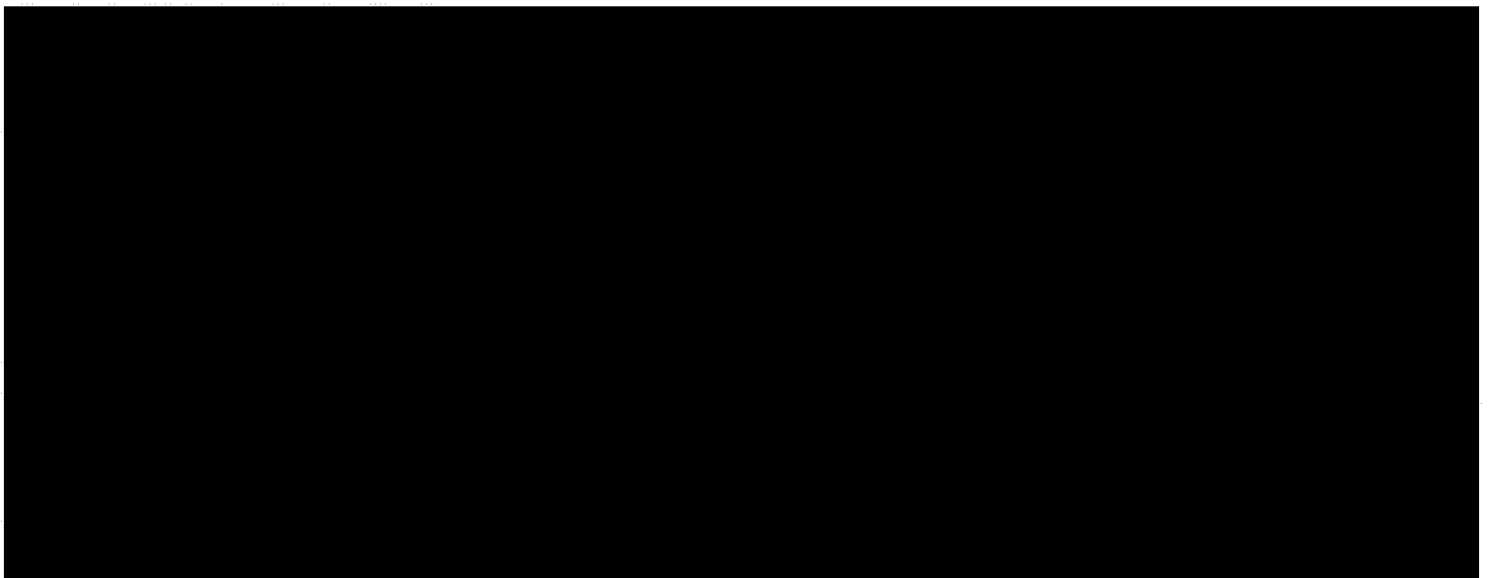


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a. **Definitions.** "Company Interest" means any of the Company's current and anticipated business, research and development, as well as any product, service, other Invention or Intellectual Property Rights (defined below) that is sold, leased, used, licensed, provided, proposed, under consideration or under development by the Company. "Intellectual Property Rights" means any and all patent rights, copyright rights, trademark rights, mask work rights, trade secret rights, *sui generis* database rights and all other intellectual and industrial property rights of any sort throughout the world (including any application therefor and any rights to apply therefor, as well as all rights to pursue remedies for infringement or violation thereof). "Invention" means any idea, concept, discovery, learning, invention, development, research, technology, work of authorship, trade secret, software, firmware, content, audio-visual material, tool, process, technique, know-how, data, plan, device, apparatus, specification, design, prototype, circuit, layout, mask work, algorithm, program, code, documentation or other material or information, tangible or intangible, and all versions, modifications, enhancements and derivative works thereof, whether or not it may be patented, copyrighted, trademarked or otherwise protected.

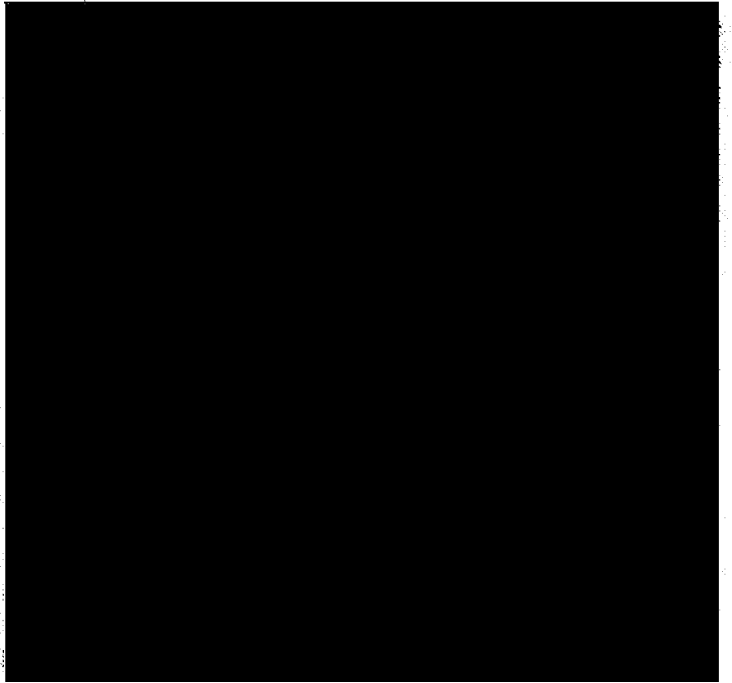
b. **Assignment.** The Company shall own, and I hereby assign and agree to assign, all right, title and interest in and to all Inventions (including all Intellectual Property Rights therein, related thereto or embodied therein) that are collected, made, conceived, developed, reduced to practice or set out in any tangible medium of expression or otherwise created, in whole or in part (collectively "Created"), by me during the term of my employment with the Company that either (i) arise out of any use of the Company's facilities, equipment, Proprietary Information or other assets (collectively "Company Assets") or any research or other activity conducted by, for or under the direction of the

c. **Assurances.** I hereby make and agree to make all assignments to the Company necessary to effectuate and accomplish the Company's ownership in and to all Assigned Inventions. I will further assist the Company, at its expense, to evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any rights specified to be so owned or assigned. I hereby irrevocably designate and appoint the Company and its officers as my agents and attorneys-in-fact, coupled with an interest, to act for and on my behalf to execute and file any document and to perform all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by me.

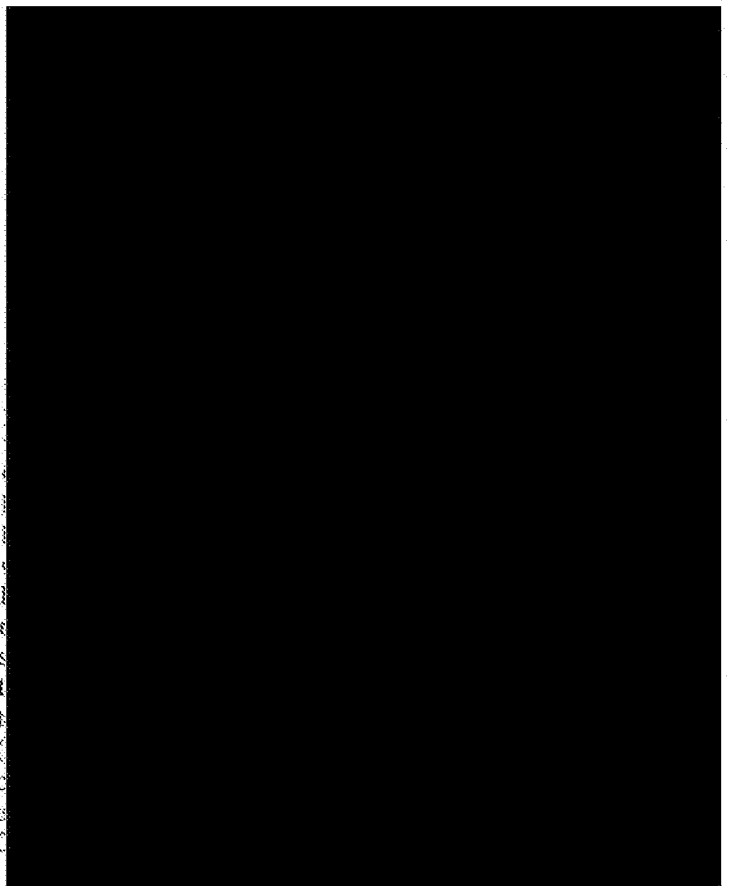
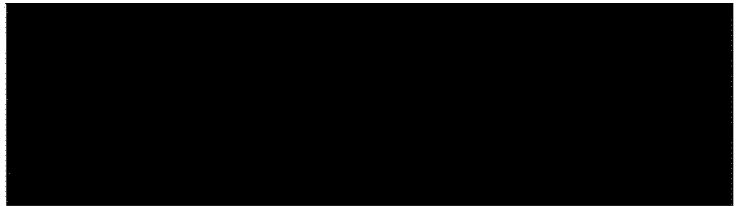
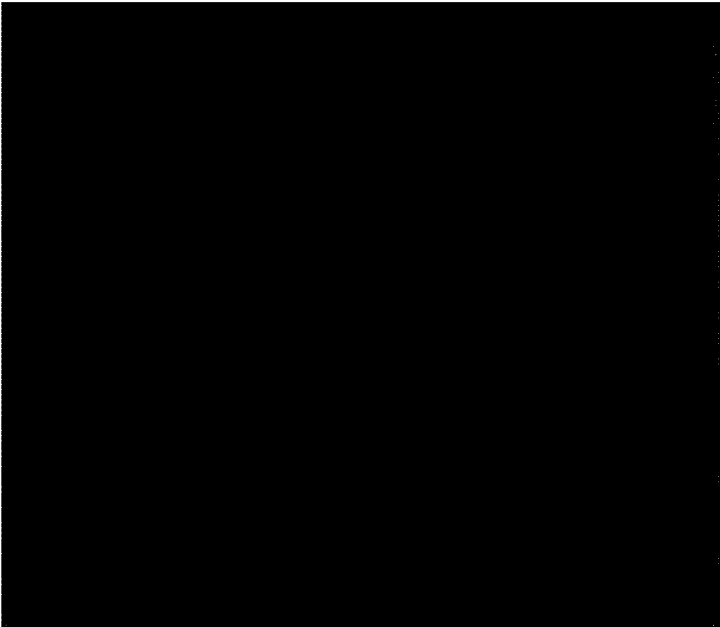
d. **Other Inventions.** If (i) I use or disclose any Restricted Materials when acting within the scope of my employment (or otherwise to or on behalf of the Company) or (ii) any Assigned Invention cannot be fully made, used, reproduced, sold, distributed, modified, commercialized or otherwise exploited (collectively, "Exploited") without using, misappropriating, infringing or violating any Restricted Materials, I hereby grant and agree to grant to the Company a perpetual, irrevocable, worldwide, fully paid-up, royalty-free, non-exclusive, assignable, transferable, sublicensable right and license to use, disclose, fully Exploit and exercise all rights in such Restricted Materials and all Intellectual Property Rights embodied therein or related thereto. I will not use or disclose any Restricted Materials for which I am not fully authorized to grant the foregoing license.

**PATENT**

**REEL: 057210 FRAME: 0031**



3. Proprietary Information.



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



*(Signature Page Follows)*

I HAVE READ THIS AGREEMENT CAREFULLY AND I UNDERSTAND AND ACCEPT THE OBLIGATIONS THAT IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, WITH THE UNDERSTANDING THAT I EITHER (1) HAVE RETAINED A COPY OF THIS AGREEMENT OR (2) MAY REQUEST A COPY OF THIS AGREEMENT FROM THE COMPANY AT ANY TIME.

COMPANY

By: \_\_\_\_\_

Name: JUSTIN CYRUS

Title: CEO

Dated: 5/13/2019

EMPLOYEE

By: \_\_\_\_\_

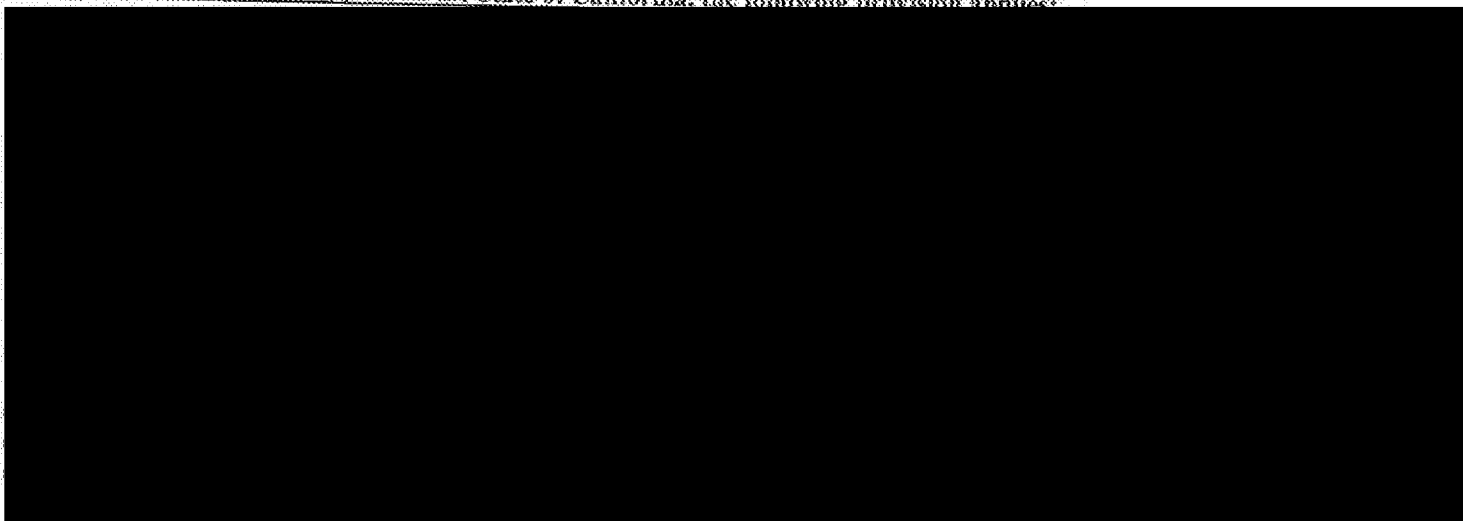
Name: Colby Moxham

Address: 1408 Pike Street  
Golden, CO 80401

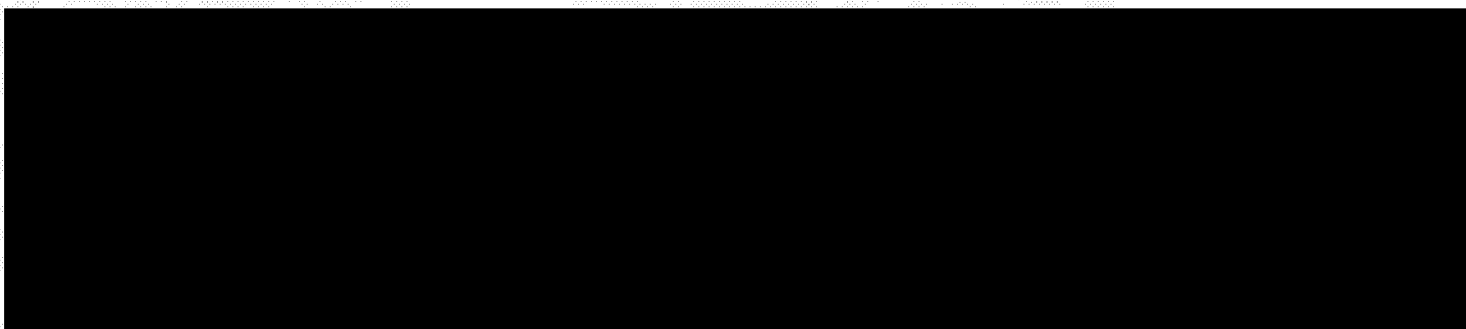
Dated: 5-14-19

Appendix A

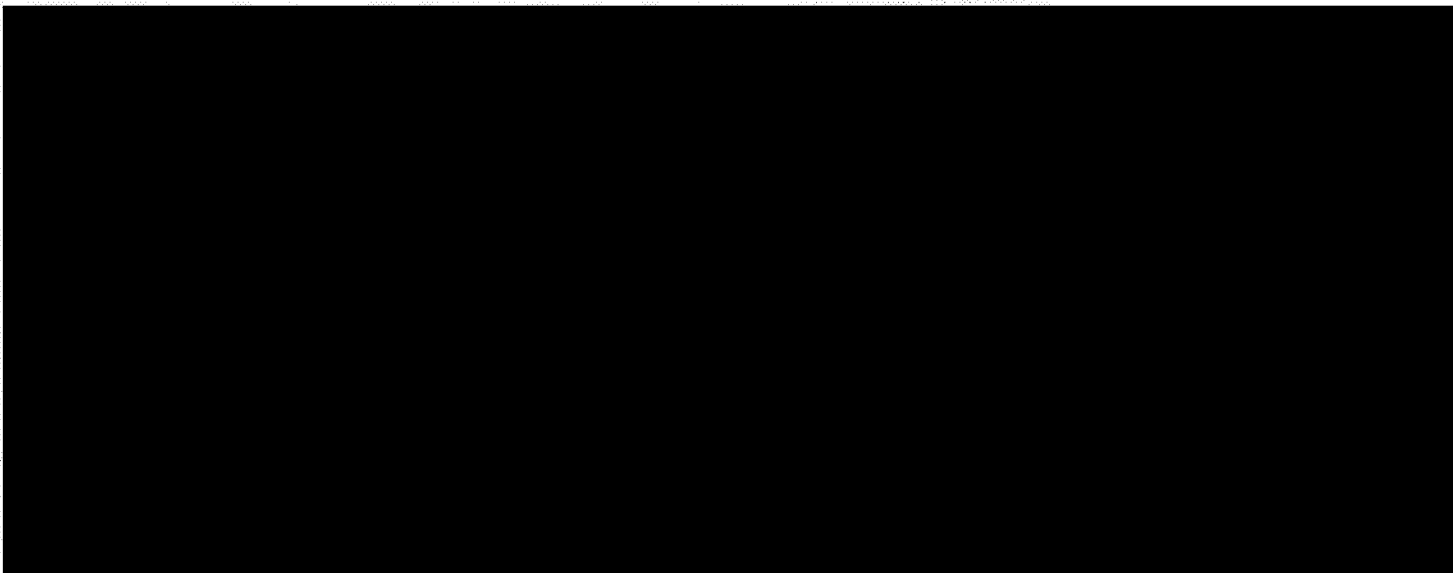
If I am employed by the Company in the State of California, the following provision applies:



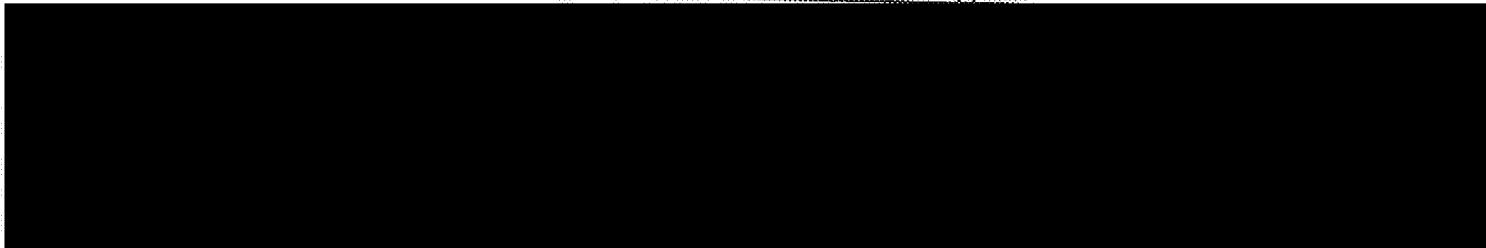
If I am employed by the Company in the State of Delaware, the following provision applies:



If I am employed by the Company in the State of Illinois, the following provision applies:



If I am employed by the Company in the State of Kansas, the following provision applies:



[REDACTED]

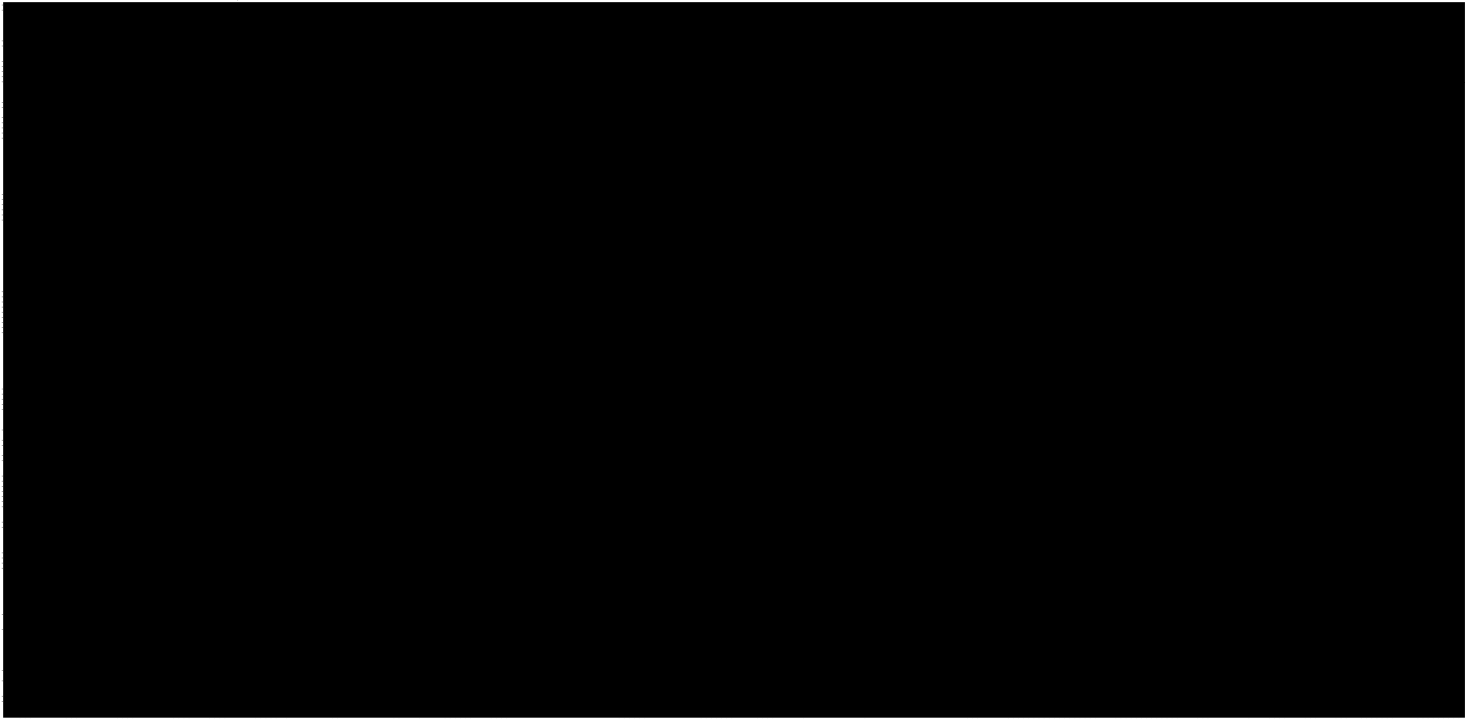
If I am employed by the Company in the State of Minnesota, the following provision applies:

[REDACTED]

If I am employed by the Company in the State of North Carolina, the following provision applies:

[REDACTED]

If I am employed by the Company in the State of Utah, the following provision applies:



If I am employed by the Company in the State of Washington, the following provision applies:

