506873415 09/16/2021

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 EPAS ID: PAT6920236

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	EMPLOYMENT AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
VICTOR BOGDANOV	08/14/2010

RECEIVING PARTY DATA

Name:	SARGENT MANUFACTURING COMPANY
Street Address:	110 SARGENT DRIVE
City:	NEW HAVEN
State/Country:	CONNECTICUT
Postal Code:	06511

PROPERTY NUMBERS Total: 1

Property Type	Number
Application Number:	16803003

CORRESPONDENCE DATA

Fax Number: (617)646-8646

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.

Phone: 6176468267

Email: rleblanc@wolfgreenfield.com

Correspondent Name: NEIL P. FERRARO
Address Line 1: WOLF GREENFIELD
Address Line 2: 600 ATLANTIC AVE.

Address Line 4: BOSTON, MASSACHUSETTS 02210

ATTORNEY DOCKET NUMBER:	A1174.70090US01
NAME OF SUBMITTER:	NEIL P. FERRARO
SIGNATURE:	/Neil P. Ferraro/
DATE SIGNED:	09/16/2021

Total Attachments: 3

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PATENT 506873415 REEL: 057525 FRAME: 0988

EMPLOYEE'S CONFIDENTIAL INFORMATION, INVENTION AND PATENT AGREEMENT

IN CONSIDERATION of employment by SARGENT MANUFACTURING COMPANY (hereinafter "SARGENT"), the undersigned EMPLOYEE agrees:

- Not to disclose to others or use (except on behalf of SARGENT), any of SARGENT's Confidential Information. SARGENT's Confidential Information includes but is not limited to, information disclosed to or known by EMPLOYEE during or as a result of, or through employment by SARGENT. It includes information conceived, originated, discovered or developed by EMPLOYEE, either solely or jointly with others, and includes trade secrets, know-how. scientific and technical matters such as SARGENT's products, processes, manufacturing data. Inventions, equipment, formulae, processes, compositions, ingredients, devices, methods, product ideas, special machinery, apparatus, tools, appliances, experiments, research, inventions, designs and drawings. It includes business matters such as employee information, and lists, computer data. expertise, sales initiatives, decision-making processes, research, costs, customer lists, customer information, individual salaries and incentive plans. financial and marketing information, present or future business plans, discounts. production information, sales, inventories and properties, and such other information not known in the trade or industry, the disclosure of which may be harmful to the interest of SARGENT. The EMPLOYEE understands that this confidentiality obligation does not end when the EMPLOYEE's employment with SARGENT ends, and can only be waived in writing by SARGENT's President.
- 2. EMPLOYEE agrees to exercise a high degree of care to prevent the unauthorized disclosure, use, and/or dissemination of any Confidential Information by EMPLOYEE or by third parties and to promptly notify SARGENT of any possible, use, dissemination, and/or disclosure of Confidential Information by third parties, which notice shall be held in confidence by SARGENT.
- 3. If, during the term of employment or within one year thereafter, the EMPLOYEE develops any inventions, discoveries, concepts, ideas or improvements, whether patentable or not, including but not limited to processes, methods, formulae, techniques, designs, devices and writings, as well as improvements thereof or know-how related thereto (hereinafter referred to as "Inventions") relating to or as a result of contact with SARGENT's business, EMPLOYEE will immediately fully inform SARGENT about the invention in writing, setting forth in detail the identity and characteristics of the invention, the procedures employed and the results achieved thereby. "Inventions" includes inventions, discoveries, concepts, ideas or improvements, regardless of whether developed alone or with others and whether developed during normal working hours or not.

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- 4. EMPLOYEE agrees to and does hereby assign all rights, title and interest in Inventions to SARGENT at no cost to SARGENT except as provided herein.
- 5. EMPLOYEE shall maintain adequate and current written records of such inventions, which records shall be the property of, and available to SARGENT. The EMPLOYEE will surrender all such records to SARGENT when EMPLOYEE's employment with SARGENT terminates.
- 6. SARGENT shall have the right, but not the obligation, to seek patent or other protection for Inventions through attorneys or agents selected by SARGENT. In the event that SARGENT seeks such protection, EMPLOYEE agrees to help SARGENT in every proper way to obtain and enforce such patents or other protection. EMPLOYEE agrees to execute such documents, and do such other acts, as may be necessary to obtain and maintain such patents or other protection and to vest the entire right, title and interest therein in SARGENT. SARGENT will bear the expense of obtaining and enforcing such patents or other protection.

In the event EMPLOYEE is unable or unwilling for any reason to execute, acknowledge and/or deliver any written documents required hereunder, EMPLOYEE hereby appoints the lawfully designated agents of SARGENT as EMPLOYEE's attorneys in fact to execute, acknowledge and/or deliver such documents.

- 7. EMPLOYEE hereby grants to SARGENT and SARGENT shall have a royalty-free right to use in its business, and to use, make, and sell products, processes and/or services derived from any inventions, discoveries, concepts and ideas, whether or not patentable, including, but not limited to, processes, method, formulae, and techniques, as well as improvements, or developments thereof, or know-how related thereto, which are not within the scope of inventions as hereinabove defined but which are conceived or made by EMPLOYEE during the hours in which EMPLOYEE is employed by SARGENT or with the use or assistance of SARGENT's facilities, materials, or personnel.
- 8. Should EMPLOYEE breach this Agreement, SARGENT will be entitled to injunctive relief, monetary damages, reasonable costs and attorney's fees incurred in seeking relief hereunder. If a court should find any provision of this Agreement unreasonably broad, the Agreement will nevertheless be enforced to the extent reasonably necessary to fully protect SARGENT, and the invalidity of any provision herein shall not affect the validity of any other provision.
- 9. EMPLOYEE warrants and represents that no agreements are presently in effect between EMPLOYEE and others (excepting any prior agreements between EMPLOYEE and SARGENT) relating to any right, title or interest in and to past and/or future inventions, improvements, discoveries and new ideas or relating to patent applications or patents, or which may be inconsistent with or impair

EMPLOYEE's obligations or SARGENT's rights under this Agreement, except those agreements identified and described on a list attached to this Agreement as Appendix A.

- 10. EMPLOYEE warrants and represents that the attached Appendix B lists all of EMPLOYEE's intellectual property owned or controlled by EMPLOYEE prior to employment by SARGENT, including, but not limited to, inventions, patent applications, issued utility and design patents, inventor's certificates, utility models and the like, as well as copyrights and trade secrets that relate in any way to the business of SARGENT.
- 11. This Agreement shall be construed pursuant to the laws of the State of Connecticut, excluding its laws on conflicts of laws, and the parties agree that the federal and state courts in and of the State of Connecticut will be the sole venue where suits, complaints or controversies may be lodged, and such courts will have exclusive jurisdiction.
- 12. The failure of either party to require the performance of any of the terms of this Agreement or the waiver by either party of any breach of this Agreement shall not prevent a subsequent enforcement of such term or condition or be deemed a waiver of any subsequent breach.
- 13. The Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors or other legal representatives or assigns.
- 14. This Agreement is not a contract of employment, including one of any specific duration, and does not affect SARGENT's employment at will policy.

EMPLOYEE	SARGENT MANUFACTURING COMPANY
By Victor Dondonno 5	By:
Dated: <u>08 - 14 - 2010</u>	Dated: